

**WORK SESSION AGENDA  
WYOMING CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS**

**Monday, April 11, 2016, 7:00 P.M.**

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Budget Review**
- 5) Consumers Energy Option to Purchase City Owned Property**
- 6) Wyoming Public Library Meeting Room Renovation**
- 7) Any Other Matters**
- 8) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

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

TO ACCEPT AN OPTION FROM CONSUMERS ENERGY COMPANY  
TO PURCHASE PROPERTY OWNED BY THE CITY  
LOCATED AT 2126 HOLDEN AVENUE SW AND 2131 HOLDEN AVENUE SW  
IN THE CITY OF GRAND RAPIDS

WHEREAS:

1. As detailed in the attached Staff Report, the City purchased property in 1961 from C&O Railroad for the purpose of constructing a sanitary trunk sewer. The property, located in the City of Grand Rapids, is now identified as:  
PPN 41-17-12-106-004 2126 Holden Avenue SW  
PPN 41-17-12-105-017 2131 Holden Avenue SW
2. Although the sanitary trunk sewer was never constructed, and there is no future need to do so, the property was never declared surplus and disposed of.
3. The property is located between several parcels owned by Consumers Energy Company, and is adjacent to their high-voltage transmission line corridor.
4. The City Council Policy Manual Section 9.01 states that the City Manager may recommend the sale of non-surplus property if the offer is made by an adjacent property owner, the property is less than one acre in size, and it is in the best interests of the City to sell the property.
5. Consumers Energy Company has offered a six-month Option to Purchase the property for the sum of \$1,500.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council determines that the criteria in Section 9.01 of the City Council Policy manual for the sale of non-surplus property have been met, in that the Option is from an adjacent property owner, the property is less than one acre in size (total .28 acres) and the sale is in the best interests of the City.
2. The Option to Purchase from Consumers Energy Company is accepted, and the Mayor and City Clerk are authorized to sign the Option.
3. When and if the Option is exercised by Consumers Energy Company, the Mayor and City Clerk are authorized to execute any necessary documents of conveyance or other closing documents to complete the sale under the terms of the Option.

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:

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Map

Option to Purchase Property

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

## STAFF REPORT

DATE: March 21, 2016

SUBJECT: Sale of Non-Surplus City Property: 2126 and 2131 Holden Avenue

FROM: Aaron Vis, Assistant Director of Public Works - Maintenance

Date of Meeting: April 11, 2016

---

### RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the attached Purchase Option for the non-surplus properties of 2126 Holden Avenue (PPN 41-17-12-106-004) and 2131 Holden Avenue (PPN 41-17-12-105-017), Grand Rapids, MI, with Consumers Energy.

### SUSTAINABILITY CRITERIA:

#### Environmental Quality

This authorization does not negatively impact this criterion.

#### Social Equity

This authorization does not negatively impact this criterion.

#### Economic Strength

Sale of these properties reduces long-term maintenance costs associated with these parcels.

### DISCUSSION:

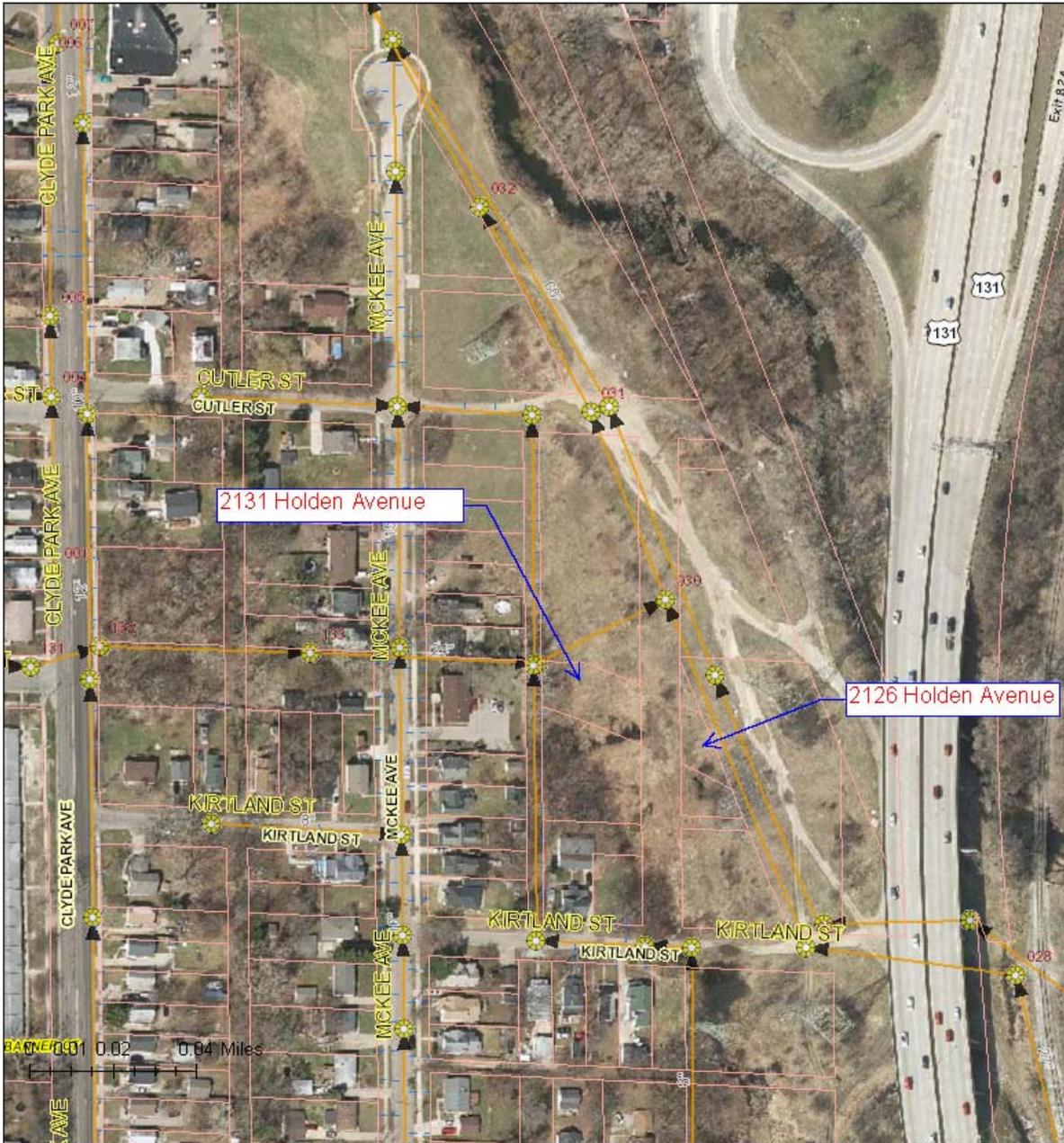
The properties of 2126 and 2131 Holden Avenue were purchased in 1961 from C&O Railroad for the installation of a sanitary trunk sewer. However, a sanitary trunk sewer was never installed in either of these parcels and there is no current or future need to do so. The properties are un-improved, located in the City of Grand Rapids, and are subject to normal property maintenance. The properties are located between several Consumers Energy properties and situated near their high-voltage overhead lines.

As these properties are no longer necessary and have maintenance costs associated with them, staff recently communicated with Consumers Energy to determine the feasibility of a sale. Consumers Energy is interested in purchasing the properties and is requesting a 6-month Purchase Option (during which time they will perform their due diligence) and final property sale of \$1,500.

The City Council Policy Manual Section 9.01 states that the City Manager may recommend an offer to purchase City property to the City Council if the offer is made by the adjacent Property Owner, the parcel is less than one acre in size, and it is in the best interest of the City to sell the parcel to the adjacent Property Owner. These properties meet these criteria.

At this time, it is recommended that the City Council authorize the City Manager to execute the attached Purchase Option for the non-surplus properties of 2126 Holden Avenue (PPN 41-17-12-106-004) and 2131 Holden Avenue (PPN 41-17-12-105-017), Grand Rapids, MI, with Consumers Energy.

### 2126, 2131 Holden Avenue



**OPTION**

Order # 26675071

Wealthy Street to Beals Road

Agreement #MI0000021495

319OPTION -2012

41-17-12-105-017

41-17-12-106-004

THIS OPTION is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the City of Wyoming, a Michigan municipal corporation, 1155 28th Street SW, Wyoming, Michigan 49509 ("Owner") to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201-2357 ("Optionee").

**WITNESSETH:**

1. In consideration of the sum of \$200.00 paid by Optionee to Owner, the receipt of which Owner acknowledges, Owner hereby grants to Optionee and its assigns the exclusive right and option ("Option"), during a period that begins on the date hereof and continues through October 14, 2016 (the "Term"), to purchase and acquire land (the "Premises") in the City of Wyoming, County of Kent, and State of Michigan, described on Exhibit A, attached hereto, for the sum of \$1,500.00 (the "Purchase Price").

2. On payment or tender to Owner, in currency or check, of the Purchase Price (less amounts that are to be credited against the Purchase Price as mentioned elsewhere herein) during the Term of this Option (or any extension of such Term), Owner shall convey the Premises to Optionee by a good and sufficient warranty deed, properly executed by Owner in form for recording. Said warranty deed shall convey to Optionee an unencumbered marketable title in fee simple to the Premises. Said warranty deed shall grant to Optionee the right to make divisions of the conveyed land under section 108 of the Land Division Act, 1967 PA 288, as amended, as follows: All available. Unless otherwise agreed to in writing, Optionee will at its own expense prepare the warranty deed and a closing statement. Owner will be responsible for any attorney fees or other costs that Owner incurs in connection with Owner's review of the warranty deed or other documents related to this Option. Owner will pay all transfer taxes, and Optionee will pay any fees for recording the warranty deed.

3. It is understood that the description of the Premises on Exhibit A hereto may be indefinite or approximate. If Optionee has the Premises surveyed, then Optionee may elect to use the survey as the basis for the description of the Premises in the warranty deed to be delivered by Owner to Optionee if Optionee exercises this Option.

4. Optionee shall have the right during the Term of this Option (or any extension thereof) to enter upon the Premises to perform such surveys, soil borings, and environmental tests (including but not limited to soil and water testing) as Optionee deems necessary or desirable.

5. Optionee may elect, at any time during the Term of this Option (or any extension thereof) to pay the Purchase Price (less amounts that are to be credited against the Purchase Price as mentioned elsewhere herein, less transfer taxes which are Owner's responsibility as set forth above, and less any amounts that Optionee may at its sole option elect to pay to remove defects in title) to a bank, a title insurance company or an agent for a title insurance company ("Depository"), in escrow, on the condition that the Depository will pay over said sum to Owner upon (i) delivery by Owner to Optionee or to the Depository of the warranty deed described hereinabove, and (ii) receipt by Optionee or by the Depository of any releases of liens, receipts for unpaid property taxes or assessments, and/or other title curative documents as are needed for Optionee to receive title to the Premises in the condition mentioned above. Such deposit shall constitute payment in full of the Purchase Price the same as if payment had been made directly to Owner, and Optionee, upon making such deposit, shall have the immediate right to take possession of the Premises.

6. If Optionee exercises this Option and purchases the Premises, the sum paid by Optionee as consideration for this Option, together with any sum paid by Optionee to extend the Term of this Option, shall be credited against the Purchase Price. If Optionee does not exercise this Option, Owner shall retain the consideration paid for this Option and any sum paid to extend this Option as liquidated damages, and neither party hereto shall have any claim against the other; provided, however, that Owner shall refund to Optionee the sum paid by Optionee for the granting of this Option and any sum paid by Optionee for any extension of the Term of this Option if Optionee does not exercise this Option because (i) Optionee determines, in its sole judgment, that the Premises are unacceptable because of an environmental condition, or (ii) Optionee is unable, within the Term of this Option (or extension of such Term if Optionee has in its sole judgment chosen to exercise its right to extend provided for herein), to obtain all necessary zoning changes, lot splits, or permits for its proposed use of the Premises. In addition, at Optionee's election and without limiting any other rights of Optionee, Owner shall refund to Optionee the sum paid by Optionee for the granting of this Option and any sum paid by Optionee for extension of the Term of this Option if Optionee does not exercise this Option because Owner is unable to convey title in the condition specified herein.

7. Optionee may extend the Term of this Option for an additional 60 days from and after the expiration of the original Term by paying Owner, in currency or check, the sum of \$200.00 at any time prior to expiration of the original Term of this Option. Optionee may make such payment to Owner in person, or by sending same by registered or certified mail, return receipt requested, to Owner's address set forth herein and the payment shall be deemed made upon such mailing. Such payment shall be credited against the Purchase Price if Optionee exercises this Option.

8. The benefits hereof shall accrue to and the obligations shall bind the heirs, successors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, Owner has executed this instrument as of the date first above written.

• City of Wyoming, a Michigan municipal corporation

By \_\_\_\_\_ Mayor

By \_\_\_\_\_ Clerk

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Mayor, and \_\_\_\_\_, Clerk, of the City of Wyoming, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

Prepared by: Tracy VanWoert 3-9-2016  
Consumers Energy Company  
One Energy Plaza  
Jackson, Michigan 49201-2357

Return to: Consumers Energy Company  
Business Services – Real Estate  
Attn: Debra Dennis EP7-473  
One Energy Plaza  
Jackson, Michigan 49201-2357

APPROVED AS TO FORM:

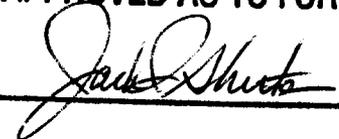
  
\_\_\_\_\_

EXHIBIT A

Description of Premises

A parcel of land in the Northwest 1/4 of Section 12, T6N, R12W, City of Wyoming, Kent County, Michigan, described as:

Parcel No. 1 - A strip of land 66 feet in width over and across the east half of Block 7, Clyde Park Addition to the Village of South Grand Rapids, according to the recorded plat thereof, and over and across that portion of Block 8 of said Clyde Park Addition which lies westerly of a line parallel with and distant 150 feet westerly from, measured at right angles to, the westerly right-of-way line of The Pennsylvania Railroad Company's Plaster Mill track, said strip of land being 33 feet in width on each side of, measured at right angles to, the following-described center line; Commencing at a point in the west line of McKee Street distant 302.9 feet south from the south line of Ethelbert Way, measured along the westerly line of McKee Street; thence, at an angle of 91° to the right from the west line of McKee Street, 39.37 feet to a point; thence easterly, southeasterly, and southerly, by a curved line to the right from the last-described course, having a radius of 716.78 feet (8° curve), 845.83 feet to a point tangent to a line parallel with and distant 25 feet southwesterly from, measured at right angles to, the aforesaid westerly right-of-way line of The Pennsylvania Railroad Company's Plaster Mill track.

41-17-12-105-017 and 41-17-12-106-004

Also described for tax purposes as:

41-17-12-105-017

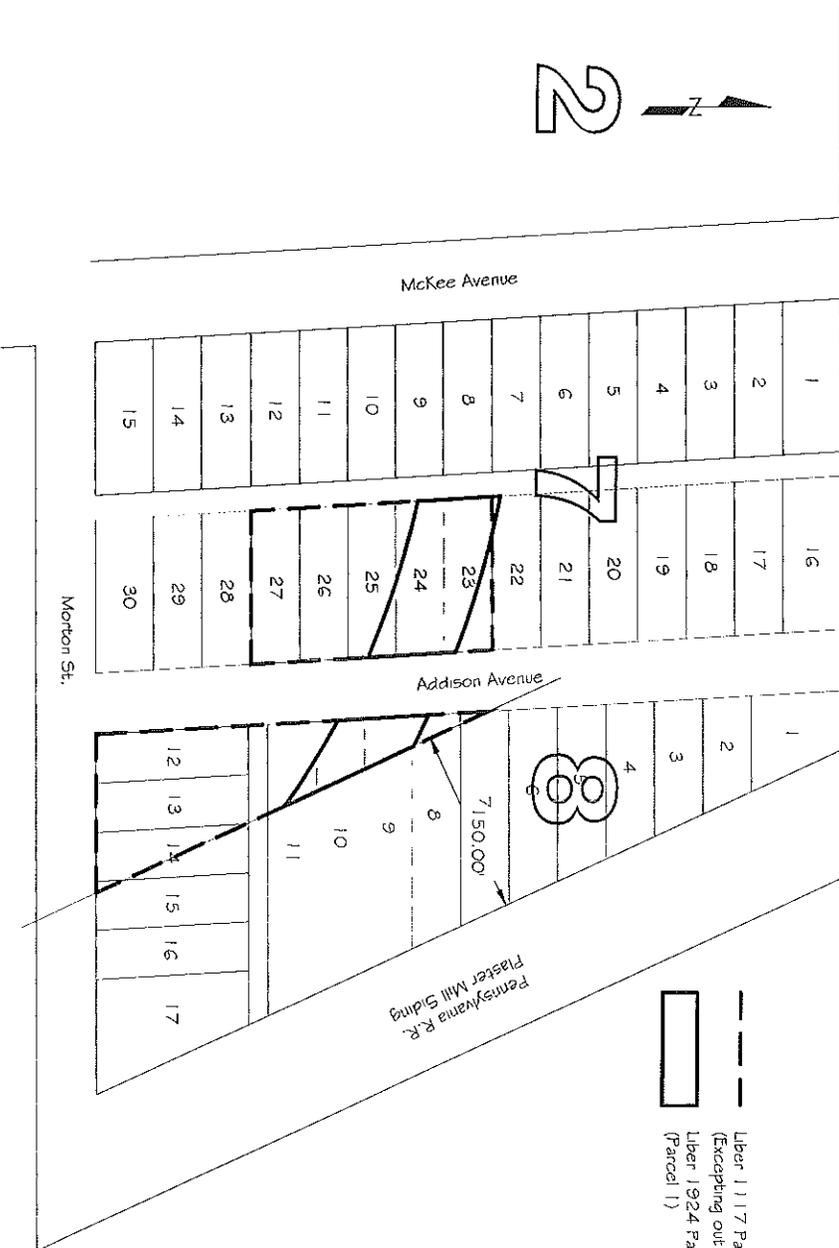
ALL THAT PART OF LOTS 23, 24 & 25 BLK 7 THAT LIES WITHIN THE BOUNDARIES OF A PROPOSED 66 FT RR RIGHT OF WAY THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS COM ON W LINE MC KEE AVE 302.9 FT S OF S LINE CUTLER ST TH AT AN ANGLE OF 91D TO THE RT FROM W LINE MC KEE AVE 39.37 FT TH E LY, SE LY & S LY BY A CURVED LINE TO THE RT FROM LAST DESCRIBED COURSE HAVING A RADIUS OF 716.78 FT /8D CURVE/ 845.83 FT TO A PT TANGENT TO A LINE PAR WITH AND DISTANT 25 FT SW LY FROM W LY LINE PENNSYLVANIA RR CO S PLASTER MILL TRACK MEASURED AT RT ANGLES THERETO \* CLYDE PARK ADDITION\* TO THE VILLAGE OF SOUTH GRAND RAPIDS

41-17-12-106-004

ALL THAT PART OF LOTS 8, 9, 10 & 11 BLK 8 LYING W OF W LINE FORMER MICHIGAN RY CO S RIGHT OF WAY & WITHIN THE BOUNDARIES OF A PROPOSED 66 FT RR RIGHT OF WAY THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS COM ON W LINE MC KEE AVE 302.9 FT S OF S LINE CUTLER ST TH AT AN ANGLE OF 91D TO THE RT FROM W LINE MC KEE AVE 39.37 FT TH E LY, SE LY & S LY BY A CURVED LINE TO THE RT FROM LAST DESCRIBED COURSE HAVING A RADIUS OF 716.78 FT /8D CURVE/ 845.83 FT TO A PT TANGENT TO A LINE PAR WITH & DISTANT 25 FT SW LY FROM W LY LINE PENNSYLVANIA RR CO S PLASTER MILL TRACK MEASURED AT RT ANGLES THERETO \* CLYDE PARK ADDITION\* TO THE VILLAGE OF SOUTH GRAND RAPIDS

# Clyde Park Addition to the Village of South Grand Rapids

Etheibert Way



## Landowner Data Report

Land man: Michael Milbury County: Kent Township: City of Wyoming

Project: Wealthy St to Beals Rd Work Order # 26675071 Area Function # \_\_\_\_\_

Name (s): City of Wyoming

Address: 1155 28<sup>th</sup> Street SW

City/State/Zip: Wyoming, MI 49509

Home Phone: \_\_\_\_\_ Alternative Phone: (616) 530-7264

### Property Description:

Township: 6N Range: 12W Section: 12 Gross Acres: \_\_\_\_\_ Net Acres: \_\_\_\_\_

1) When was this property acquired by the current owner? \_\_\_\_\_

2) Since you took possession of this property have you:

a. sold off any parcels	YES	NO
b. granted any easements	YES	NO
c. tenant farming/ leasing	YES	NO

3) Is the property subject to:

a. mortgage or land contract	YES	NO
b. PA 116	YES	NO
c. oil and gas lease	YES	NO
d. use restriction	YES	NO
e. a life estate	YES	NO
f. any liens or special assessments	YES	NO

4) Are you aware of:

a. any environmental contamination (accidental spills/trash piles)	YES	NO
b. any encroachments	YES	NO
c. others using or occupying this land	YES	NO

5) Is a copy of the deed and/or an abstract available? YES NO

6) Is the property owned by a Trust? YES NO

### NOTES:

---

---

---

---

**OWNER / OPERATOR ENVIRONMENTAL QUESTIONNAIRE**  
(PRIVILEGED AND CONFIDENTIAL)

**INSTRUCTIONS:** Please complete the following questionnaire as completely as possible. If you have any questions about how to answer the question, answer to the best of your ability, and indicate your question. If additional pages are necessary to fully respond to the questions, please mark each page "Privileged and Confidential" and attach them to this questionnaire.

Address(es) of Subject Property:

Name of the person responding to this questionnaire and relation to the property:

**OWNERSHIP**

**Current ownership and operations:**

How long?

Age of building(s) and/or additions:

Property changes / renovations and dates:

**Previous ownership(s), tenants and operation(s):**

How long?

Previous buildings and construction/demolition dates:

Does any person, firm, or corporation other than the owner occupy the Subject Property or any part of it?

No

Yes (identify and describe occupant operations)

**EXISTING ENVIRONMENTAL CONDITIONS**

Are you aware of any previous environmental reports or documentation concerning the Subject Property?

Type, dates and results:

Identify all permits or reports relating to all discharges to water; waste generation or disposal; compliance audits; or hydrogeological or use limitations at the Subject Property.

None to my knowledge

Has the Subject Property soil or groundwater been tested?

Not to my knowledge

Yes (describe)

Are there any monitor wells located on the Subject Property?

- None to my knowledge
- Yes (describe purpose and last sampling date, if known)

Are there any strong, pungent or noxious odors? If yes, describe sources.

- No
- Yes (describe)

Is there any standing surface water (including pits, ponds or lagoons) on the Subject Property that may contain hazardous substances or petroleum products?

- No
- Yes (describe)

Are there any stains or corrosion on the floors, walls or ceilings of the buildings or on the soil, vegetation or pavement?

- No
- Yes (describe)

**POTABLE WATER**

What is the source of potable water on the Subject Property?

- Municipal Water Supply
- Groundwater well(s)
- Other
- None

If on-site wells exist or have existed, describe the following:

Type of well (irrigation, dry, injection, abandoned, potable):

Date of installation:

Location(s):

Has it been tested or identified as contaminated?

**WASTE WATER**

Describe the waste water receptors on the Subject Property (check all that apply):

	<u>Sanitary Sewer</u>	<u>Storm Sewer</u>	<u>Septic System</u>	<u>Ground Surface</u>
Restrooms	_____	_____	_____	_____
Floor Drains / Sumps	_____	_____	_____	_____
Rain water	_____	_____	_____	_____
Process/ Cooling Water	_____	_____	_____	_____
Oil / Water separator	_____	_____	_____	_____
Other (describe)	_____	_____	_____	_____

If septic system exists or has in the past, indicate the location and approximate age.

## HEATING

Describe the **heating source(s)** on the Subject Property (i.e. natural gas, propane, oil, wood, electric, etc.):

Current:

Historical:

## STORAGE TANKS / CONTAINERS

Are there any Aboveground Storage Tanks (ASTs) on the Subject Property?

No

Yes (describe)

Are there any vent, fill pipes or access ways indicating possible underground storage tanks (USTs)?

No

Yes (describe, give location)

List and describe all (past and present) above and below ground storage tanks including the contents and capacity of each tank as well as dates of installation / removal.

Are there any drums or containers (5 gallons or greater) that may contain hazardous substances or petroleum products on the Subject Property?

No

Yes (describe)

Have there been any leaks, spills, releases, or other discharges (including loss of inventory) associated with any of these tanks or containers?

No

Yes (describe)

## SOLID WASTE

Does the Subject Property generate any solid or hazardous wastes?

No

Yes (please describe)

Have any construction debris, hazardous substances, unidentified waste materials, tires, batteries or any other solid waste materials been dumped above grade, buried and/or burned on the site?

None to my knowledge

Yes (describe)

**ENFORCEMENT ACTIONS**

Has the Subject Property ever been the subject of any enforcement actions by any federal, state, or local government entities, or is there knowledge of any contemplated enforcement actions or environmental liens?

- None to my knowledge
- Yes (state the results of the enforcement actions (consent order, penalties, no action))

**POTENTIAL PCBs**

Are any electrical transformers or capacitors located on the Subject Property?

- No
- Yes (Ownership)

Are you aware of any PCBs associated with them?

- No
- Yes (describe)

**ADJOINING PROPERTIES**

Describe the current and past use of adjoining properties including any known hazardous substances or petroleum products usage or environmental concerns.

North:

West:

South:

East:

**CERTIFICATION**

As the present owner and/or operator of the Subject Property, or as the officer or a general partner of the present owner of the Subject Property (or the duly authorized representative of such owner), I represent that I am familiar with all of the operations presently conducted on the Subject Property, have made appropriate inquiry into the former uses of the Subject Property, and hereby certify to and for the benefit of **Consumers Energy** that, to the best of my knowledge, the information disclosed above is true and correct.

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Form 2227

City of Wyoming  
1155 28th Street SW  
Wyoming, MI 49509

File # \_\_\_\_\_  
SAP# 26675071  
Check # \_\_\_\_\_

**Receipt**

\$200.00

Received this \_\_\_\_\_ day of \_\_\_\_\_ 2016 , from Consumers Energy Company,  
the sum of Two Hundred and-----No/100

Dollars in full and satisfactory payment for Down Payment Consideration for Option Dated:  
part of Section 12 , Township 6N , Range 12W , City of Wyoming  
County of Kent and State of Michigan. Tax ID #41-17-12-105-017 and 41-17-12-106-004

Purchase Price: \$1,500.00. Expiration Date: \_\_\_\_\_

Agreement #MI00000021495

Witnesses:

Michael Milbury

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## STAFF REPORT

Date: April 5, 2016  
Subject: Wyoming Public Library Meeting Room Renovation  
From: Rebecca Rynbrandt, Director of Community Service  
Meeting Date: April 11, 2016 (Work Session)

---

RECOMMENDATION: It is recommended that the City Council:

1. Award the bid to the low bidder McGraw Construction in the amount of \$124,022 renovation of the Wyoming Public Library Meeting Room Renovation (a.k.a. Bookworm Café).
2. Approve a budget amendment to provide for the use of Library Millage funds to provide for the project award, plus contingency and Architect/Engineering Fees. The budget amendment is in the amount of \$129,950.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Wyoming Public Library café, most recently called the Bookworm Café, is an obsolete use. Regrettably, since its inception, the café has had regular venter turnover, which finally resulted in the space being vacant for almost two years. It has been determined that the space's highest and best use, to benefit the needs of the community, is to convert it to a meeting space suitable for meeting and multi-purpose activities.

Social Equity – The City Council identified the need for this project within the community's FY 2016 budget. Converting the space to a multi-purpose room will allow for increased use from all sectors of the community. It is planned that the space will be available for public reservation.

Economic Strength – Well maintained, aesthetically pleasing, contemporary public facilities are catalysts in improving and maintaining the economic vitality of community. Public facilities through programmed and passive use provide for economic stimulus and community prosperity.

DISCUSSION:

Six (6) bids were received for the renovation project ranging from a low of \$124,022 to a high of \$144,986.

The low bid from McGraw Construction has been reviewed and found complete by staff and architect Fishbeck, Thompson, Carr & Huber, Inc. Please see attached letter from FTC&H.

Finding positive references and having found low bidder McGraw Construction's bid in order, we are recommending their award.

**BUDGET IMPACT:**

Funds are available to finance this project out of the Library Maintenance Millage fund.

Bid & Remaining Project Costs	
McGraw Construction Low Bid	\$124,022
Project Contingency (10%)	\$13,000
Architect/Engineering Fees for project management, FFE selections and inspections	\$8,500
<b>Remaining Project Cost (Rounded)</b>	<b>\$145,600</b>

Project Funding	
Initial project set aside in Library Capital Budget for pre-construction activities 271-267-26700-975.000	\$25,000
Use investigation, concept drawings, and construction cost estimate services	(\$7,200)
Construction documents and bidding	(\$8,450)
Remaining budget project set aside	\$15,650
Library Millage (Fund Balance Request)	\$129,950
<b>Total Project Cost (Rounded)</b>	<b>\$161,250</b>

A budget amendment would be necessary to transfer \$129,950 from the Library Maintenance Fund Balance to account number 271-267-26700-975.000.

If the City Council moves this matter to the regular meeting of April 18<sup>th</sup> a resolution and budget amendment shall be prepared.

March 30, 2016

Ms. Rebecca L. Rynbrandt, CPRP  
Director of Community Services  
City of Wyoming  
1155 28th Street  
Wyoming, MI 49509

Re: Wyoming Public Library Meeting Room Renovation  
General Contractor Recommendation

Ms. Rynbrandt:

On March 29<sup>th</sup>, 2016 the City of Wyoming received six bids for the Wyoming Public Library Meeting Room Renovation. The average bid was \$132,359.00. McGraw Construction, Incorporated (McGraw) of Grand Rapids submitted the low bid of \$124,022.00.

I discussed McGraw's bid with their Project Executive, Brian Campbell and I feel that their bid includes the entire scope of the work and is complete. I reviewed their Company financial information and found nothing irregular. I also discussed McGraw's performance on similar projects with two of their references. Both of the references said that McGraw did an excellent job of completing their projects on time and on budget.

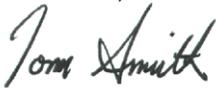
I recommend that the City issue a Purchase Order to McGraw Construction, Incorporated in the amount of \$124,022.00 for the construction of the Wyoming Public Library Meeting Room Renovation.

Please remember that this is not the entire cost of the project. The City will also need to budget for Architectural and Engineering fees, plan review fees (if any) and should include in their budget a construction contingency of ten percent of the construction cost (roughly \$13,000.00).

Feel free to call me if you have any questions or comments regarding this recommendation.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.



Thomas R. Smith, RA



**BID PROPOSAL FORM**

Bids to be received by the  
City Clerk of the City of Wyoming,  
1155 - 28th Street SW,  
P.O. Box 905, Wyoming,  
Michigan 49509-0905

**Bid for: City of Wyoming Library Meeting Room Renovation  
11:00 A.M.; March 29, 2016**



**TO THE CITY MANAGER OF THE CITY OF WYOMING**

The undersigned proposes to furnish all labor, equipment and materials to perform the work specified herein at the City of Wyoming Library Meeting Room Renovation project, in accordance with the specifications contained herein and on the attached drawings and in accordance with bid specifications contained herein for the "lump sum" of:

\$ 124,022.00 #

NAME OF COMPANY BIDDING: McBraw Construction

ADDRESS 201 Front St

CITY Grand Rapids STATE MI ZIP 49504

AUTHORIZED SIGNATURE(S) [Signature]

ITS president

ITS \_\_\_\_\_

DATE 3-29-16 PHONE 235-3900 CELL \_\_\_\_\_

EMAIL BrianC@McBrawConstruction.com

WEB SITE \_\_\_\_\_

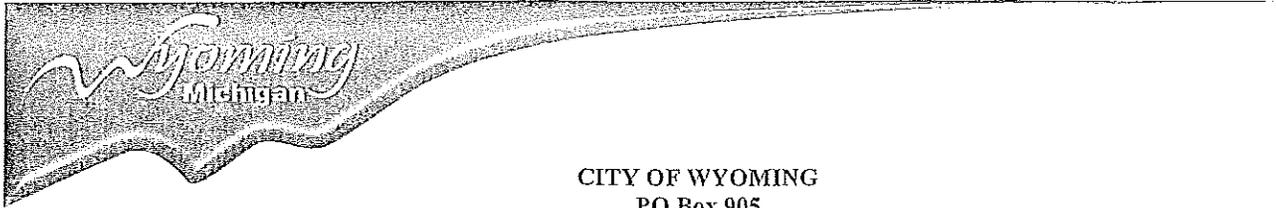
Is the bidder a Woman Owned Company:  Yes  No

Is the bidder a Minority Owned Company:  Yes  No

All proposals are to be in sealed envelopes and plainly marked "City of Wyoming Library Meeting Room Renovation". The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the bid in any manner deemed to be in the best interest of the City.

**BID DUE:** 11:00 A.M.; Tuesday, March 29, 2016  
Wyoming City Clerk's Office  
1155 - 28th Street SW  
P O Box 905  
Wyoming, Michigan 49509-0905

# see attached qualifications



CITY OF WYOMING  
PO Box 905  
1155 - 28th Street SW  
Wyoming, Michigan 49509-0905

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

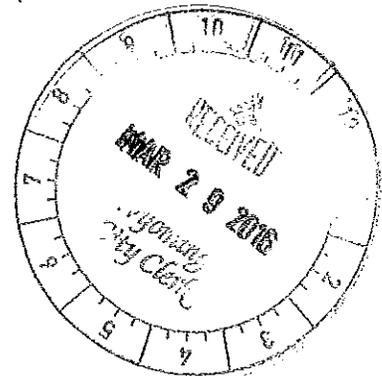
Contractor hereby agrees to abide by the following requirements for affirmative action with respect to the work to be performed under this Contract.

1. Contractor shall not discriminate against any employee or applicant for employment because of color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
2. In soliciting or advertising for employees placed by or on behalf of Contractor, Contractor shall state that all qualified applicants will receive consideration for employment without regard to color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. For this purpose it shall suffice to place the words "An Equal Opportunity Employer" in the advertisement and a predominant place at the office of said Contractor.
3. Contractor shall send notice of the City's policy regarding equal employment to each labor union or representative of workers with which Contractor has any agreement, contract or other understanding.
4. Contractor shall furnish information and reports as requested by the City in accordance with this policy. Contractor shall provide access to his/her employment books, records and account to any duly authorized representative of the City in order to allow such representative to ascertain whether or not this policy is being complied with by Contractor.
5. Contractor shall post this policy in conspicuous places so as to be available to all employees and applicants for employment.
6. In the event the City determines that the Contractor has failed to abide by the terms stated in this policy, the City may, at its option, withhold payments until full compliance by the requirements of this policy are complied by the Contractor or may choose to terminate the Contract. The City may further choose to bar said Contractor from further contracts until such time as compliance with the requirements contained herein is achieved.

CONTRACTOR

By

A handwritten signature in black ink, appearing to be "M. Ryan" or similar, written over a horizontal line.





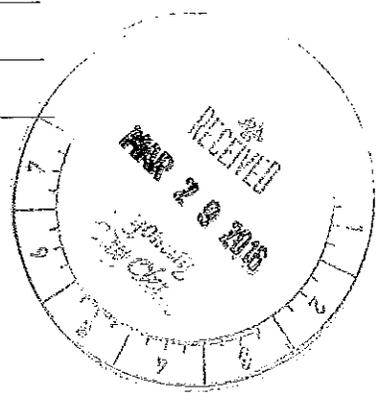
SUBCONTRACT PROVISION FORM

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

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING THE WORK	DESIGNATED ITEMS
<u>Van Wall</u>	<u>Sprinkling</u>
<u>Sommerdyk</u>	<u>Plumbing</u>
<u>GRIPs</u>	<u>HVAC</u>
<u>Brown DeKock</u>	<u>Electric</u>

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

Signed _____	Signed _____
By _____	By _____
Address _____	Address _____
_____	_____
Signed _____	Signed _____
By _____	By _____
Address _____	Address _____
_____	_____
Signed _____	Signed _____
By _____	By _____
Address _____	Address _____
_____	_____





**CITY OF WYOMING  
CONTRACTOR INSURANCE REQUIREMENTS**

**Requirements:**

Contractors performing work on City property or public right-of-way for the City of Wyoming shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
<b>1. Commercial General Liability</b> Liability to include coverage for: <ul style="list-style-type: none"> <li>a) Premises/Operations</li> <li>b) Products/Completed Operations</li> <li>c) Independent Contractors</li> <li>d) Personal Injury</li> <li>e) Contractual Liability</li> </ul>	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence  <u>Property Damage</u> - \$1,000,000 per occurrence
<b>2. Business Auto Liability</b> to include coverage for: <ul style="list-style-type: none"> <li>a) Owned/Leased Vehicles</li> <li>b) Non-owned Vehicles</li> <li>c) Hired Vehicles</li> </ul>	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
<b>3. Worker's Compensation</b> d) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence
<b>4. Excess/Umbrella Coverage</b>	See bid specification requirements
<b>5. Contract Bonds</b> <ul style="list-style-type: none"> <li>a) Bid</li> <li>b) Performance</li> <li>c) Payment</li> <li>d) Maintenance</li> </ul>	See bid specification requirements
<b>6. Owners Contractors Protective</b>	As specified for individual project specifications
<p><b>7. Commercial General Liability and Motor Vehicle Liability</b>, as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess.</p> <p>Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.</p>	
<p><b>8. Cancellation Notice:</b> Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28<sup>th</sup> Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."</p>	

**ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.**

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173. In addition, this form must be signed and mailed, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

AGREEMENT:

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

Company Mcbram Construction Vendor # (if applicable) \_\_\_\_\_

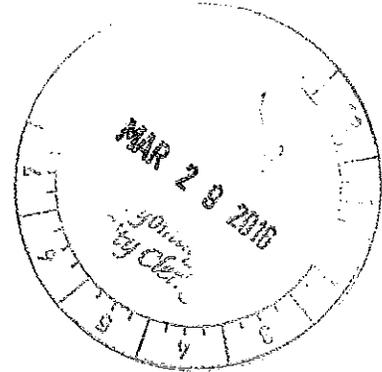
Address 201 Fant St

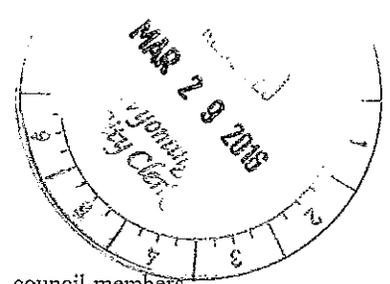
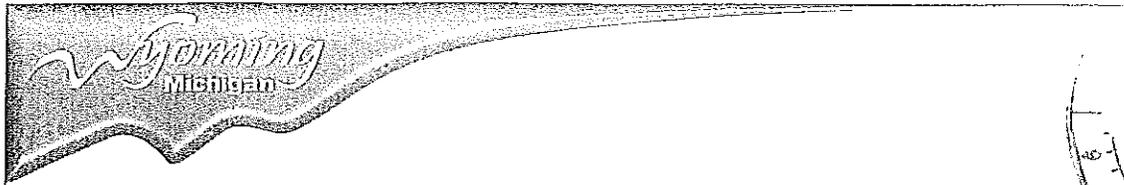
City Grand Rapids State MI Zip Code 49504

Phone 616-235-3900 E-Mail BrianC@McbramConstruction.com

Printed Name PAUL Mcbram Signature [Signature] Date 3/24/16

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE





CITY OF WYOMING INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

McBrew Construction COMPANY NAME

Pres TITLE

SIGNATURE

[Handwritten signature]

DATE

3/29/16



## Qualifications

March 29, 2016

---

Project: City of Wyoming Library

Location: 3350 Michael Ave SW  
Wyoming, MI 49509

Requested By: Kelli A. Vandenberg

---

1. Building Permit Included
2. Flooring Demo, Labor and Material Allowance of \$6,000 included
3. AV Labor and Material Allowance of \$15,000 included
4. Furniture Labor and Material Allowance of \$25,000 included
5. Acoustical Plaster is figured as BASW aphon 26mm
6. Cabinets Furnished as Flush Door Maple Veneer
7. Cabinet Interior Furnished as White Melamine
8. Construction Toilet provided by owner
9. Add \$ 3,837 if Performance Bond is needed
10. Will Provide Signed Subcontract Provision Form Once Job is Awarded
11. Addendum 1 noted
12. Reuse of existing Fire Alarm only. No new fire alarm or monitoring

Sincerely,

Brian Campbell  
Project Executive



The Ohio Casualty Insurance Company

**BID OR PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, McGraw Construction, Inc.

of 201 Front Ave., SW, Suite 104, Grand Rapids, Michigan 49504

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Wyoming

of 1155 28th St., SW, P.O. Box 905, Wyoming, MI 49509

(hereinafter called the Obligee) in the penal sum of Five Percent of the Attached Bid\*\*

Dollars 5% of Attached Bid\*\* lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated March 29, 2016 for Renovate for New Meeting Room

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: March 28, 2016

McGraw Construction, Inc.  
(Principal)

By: [Signature]

The Ohio Casualty Insurance Company

By: [Signature]  
Barry W. Berman (Attorney-in-Fact)

**POWER OF ATTORNEY**  
The Ohio Casualty Insurance Company

Bond Number: \_\_\_\_\_

Principal: McGraw Construction, Inc.

Agency Name: Construction Bonding Specialists, LLC

Obligee: City of Wyoming

Agent Code: 210146

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Barry W. Berman, Colleen M. Berman of Wixom, Michigan its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



*David M. Carey*

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

*Teresa Pastella*

Notary Public in and for County of Montgomery, State of Pennsylvania  
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

**ARTICLE IV - Officers: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

**CERTIFICATE**

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 28th day of March, 2016



*Gregory W. Davenport*

Gregory W. Davenport, Assistant Secretary