



CITY OF ALBION CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

COUNCIL-MANAGER
GOVERNMENT

Council members and
other officials normally in
attendance.

REVISED AGENDA

COUNCIL MEETING
Monday, June 3, 2019
7:00 P.M.

David Atchison
Mayor

Vicky Clark
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Sonya Brown
Mayor Pro-Tem
Council Member
3rd Precinct

Marcola Lawler
Council Member
4th Precinct

Jeanette Spicer
Council Member
5th Precinct

Shane Williamson
Council Member
6th Precinct

Scott Kipp
Interim City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

NOTICE FOR PERSONS WITH
HEARING IMPAIRMENTS
WHO REQUIRE THE USE OF A
PORTABLE LISTENING DEVICE

Please contact the City
Clerk's office at
517.629.5535 and a listening
device will be provided
upon notification. If you
require a signer, please
notify City Hall at least five
(5) days prior to the posted
meeting time.

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)
- VI. PRESENTATIONS AND RECOGNITIONS
 - A. Project Rising Tide Update
 - B. Battle Creek YMCA
 - C. HUD Neighborhood Choice Program-Harmony Fierke
- VII. PUBLIC HEARING-None
- VIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- IX. CLOSED SESSION-The Labor Attorney requests a Closed Session under the Open Meetings Act (Section 15.268 (e), P.A. 267 of 1976, as amended) to consult with the City Attorney regarding trial or settlement strategy in connection with specific pending litigation.
- X. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
 - A. Approval Regular Session Minutes, May 20, 2019
 - B. Approval Special Session Minutes, May 23, 2019
- XI. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval Seven (7) Medical Marihuana Grower Licenses for Greenhouse Farms, LLC



CITY OF ALBION

CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

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- B. Request Approval 2nd Reading & Adoption Ordinance # 2019-04, An Ordinance to Amend Ordinance 58-161, Fireworks
- C. Discussion/ Approval of Settlement Terms for Personnel Matter
- D. Sidewalk Update
- E. Update on Moving Expenses for Former City Manager
- F. Discussion-Single Hauler Contract
- G. Discussion Leaf Pick Up
- H. Discussion Vaping Ordinance
- I. Discussion-Trash Cans Along the Walking Trail
- J. Discussion/Approval City Manager Recruitment Salary Range
- K. Discussion North Street Improvement Project Update
- L. Discussion Irwin Avenue Street Improvement Project Update
- M. Discussion/Approval of Independent Investigation Scope of Work/Parameters
- N. Request Approval Resolution # 2019-22, A Resolution to Support the "Transforming Albion" Project, under a HUD 'Choice of Neighborhoods' Grant Application; Authorizing to Enter into a Memorandum of Understanding with Michigan State University's School of Planning, Design and Construction for the Grant Activities; and Authorizing a Firm Commitment of Local Cash Contribution to the Planning Phase of "Transforming Albion"
- XII. FUTURE AGENDA ITEMS
- XIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required).
- XIV. CITY MANAGER REPORT
- XV. MAYOR AND COUNCIL MEMBER COMMENTS
- XVI. MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)
- XVII. ROLL CALL



CITY OF ALBION CITY COUNCIL MEETING AGENDA

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City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

XVIII. ADJOURN

City of Albion
Council Session Minutes
May 20, 2019

I. CALL TO ORDER

Mayor Atchison called the regular meeting to order at 7:00 p.m.

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

PRESENT: Vicky Clark (1), Lenn Reid (2); Sonya Brown (3), Marcola Lawler (4); Jeanette Spicer (5); Shane Williamson (6) and Mayor Atchison.

ABSENT: All members were present.

STAFF PRESENT:

Scott Kipp, Acting City Manager/Chief Public Safety; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Kent Phillips, Acting Interim Public Services Director and John Tracy, Director Planning, Building & Code Enforcement and Haley Snyder, Acting Assistant City Manager/Deputy Clerk/Treasurer.

V. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)

Mayor Atchison asked for the Battle Creek YMCA presentation to be removed from the agenda.

Council Member Brown asked for a correction on Item G/Date should be 11-24/19.

Williamson moved, Spicer supported, CARRIED, to Approve the Agenda with the above corrections. (7-0, vv)

VI. PRESENTATIONS

A. Operation X

Jakyri Chapman gave a brief overview of Operation X stating we need millennials to help serve the people, businesses and the community. They will connect through resources and create innovative ideas. The first event

will be held on Saturday, June 1, 2019 from 2:00-4:00 p.m. at the Ludington Center.

B. Proclamation for May 2019 Mental Health Month

Mayor Atchison read aloud the Proclamation for May 2019 Mental Health Month.

Comments were received from Council Member Brown.

C. Oath of Office-Officer Randi Lemaster

City Clerk Domingo administered the Oath of Office to Public Safety Officer Randi Lemaster.

Comments were received from Interim City Manager/Chief Public Safety Kipp.

D. Battle Creek YMCA

This item was removed from the agenda.

VII. PUBLIC HEARINGS-None

VIII. PUBLIC Comments (Persons addressing the City Council shall limit their comments to agenda items and to no more than three (3) minutes. Proper decorum is required.)

Comments were received from David Warnsley, 1210 Maple St and Garrett Brown, 1016 S. Superior St.

IX. CLOSED SESSION-The City Attorney requests a Closed Session under the Open Meetings Act (Section 15.268 (h), P.A. 267 of 1976, as amended) to consider material exempt from discussion or disclosure by state or federal statute.

Brown moved, Clark supported, CARRIED to adjourn to Closed Session. (7-0, vv)

Mayor Atchison adjourned to closed session at 7:10 p.m.

Mayor Atchison re-convened the regular session at 7:21 p.m.

ROLL CALL

PRESENT: Vicky Clark (1); Lenn Reid (2); Sonya Brown (3); Marcola Lawler (4); Jeanette Spicer (5); Shane Williamson (6) and Mayor Atchison.

ABSENT: All members were present.

X. CONSENT CALENDAR (VV) Items on the Consent Calendar are voted on as one unit)

- A. Approval Special Session Minutes, April 23, 2019
- B. Approval Regular Session Minutes, May 6, 2019
- C. Approval Special Session Minutes, May 13, 2019
- D. Approval Fireworks Committee to Use Barnes Park and Riverside Cemetery for the Albion Fireworks Viewing on July 3, 2019 with a Rain Date of July 5, 2019

Williamson moved, Clark supported, CARRIED, to Approve the Consent Calendar as presented. (7-0, vv)

XI. ITEMS FOR INDIVIDUAL DISCUSSION

- A. Request Approval Resolution # 2019-07, To Designate City Council Liaison to Housing Commission

Comments were received from Council Member Spicer and Mayor Atchison

Council Member Spicer asked to amend Resolution # 2019-07 to Add Council Person from Precinct 1 or Other Council Designee.

Spicer moved Lawler supported, CARRIED, to Amend Resolution # 2019-07 to Add Council Person from Precinct 1 or Other Council Designee. (7-0, vv)

Brown moved, Lawler supported, CARRIED to Approve Resolution # 2019-07, To Designate City Council Liaison to Housing Commission with Amendment to Include Other Council Designee. (7-0, vv)

- B. Request Approval Resolution # 2019-20, To Recognize Friends of the Bohm as a Service Organization to Obtain a Charitable Gaming License from the State of Michigan

Comments were received from Mayor Atchison.

Williamson moved, Reid supported, CARRIED to Approve for Resolution # 2019-20, To Recognize Friends of the Bohm as a Service Organization to Obtain a Charitable Gaming License from the State of Michigan as presented. (7-0, vv)

C. Request Approval Resolution # 2019-21, A Resolution to Approve Expenditure for Clark Street Pump # 2

Comments were received from Acting Public Services Director Phillips and Mayor Atchison.

Williamson moved, Clark supported, CARRIED to Approve Resolution # 2019-21, A Resolution to Approve Expenditure for Clark Street Pump # 2 as presented. (7-0, rcv)

D. Request Approval 1st Reading Ordinance # 2019-04, An Ordinance to Amend Ordinance 58-161, Fireworks

Comments were received from City Attorney Harkness.

***Correction was also made to Item E of the Ordinance changing Memorial Day to Labor Day.*

Reid moved, Williamson supported, CARRIED to Approve 1st Reading Ordinance # 2019-04, An Ordinance to Amend Ordinance 58-161, Fireworks with the above correction. (7-0, rcv)

E. Request Approval of Mechanical Amusement Device for Cascarelli's of Albion

Comments were received from Council Members Spicer and Williamson and City Attorney Harkness.

Williamson moved, Clark supported, CARRIED, To **POSTPONE** Approval of Mechanical Amusement Device for Cascarelli's of Albion until a discussion on back taxes can be held. (7-0, vv)

F. Discussion/Update of Master Plan for Maintaining Albion Streets

Acting Director of Public Services Phillips stated the PACER Assessment will be done tomorrow and will assess the streets for the entire City and then assign a number from 1 to 10. The Kalamazoo Transportation Authority will reimburse the cost of the assessment.

Once the assessment is complete, a proposal will be drafted from Mickey Bittner, Wightman Associates for an actual road assessment based on the pacer assessment. This should come to Council for approval at the next meeting.

Acting Director Public Services Director Phillips also stated a list of needed equipment will also be provided to Council at the next meeting. He stated

resources are limited so we must use the resources for the best of the entire City. Irwin Avenue street project has not gone out for bid yet. The MEDC is now requesting review of the plans before sending out for bids.

The Asset Management Plans for Water, Sewer and Streets should be complete by the end of this year.

Comments were received from Council Members Spicer, Clark and Brown and Mayor Atchison.

G. Discussion/Approval of Investigator or RFQ for Investigation of ADPS Incident of 11/24/18

Comments were received from Council Members Brown, Reid, Williamson, Lawler, Spicer and Clark; Mayor Atchison and City Attorney Harkness.

Clark moved, Williamson supported, CARRIED, To Approve Law Firm Keller Toma to Investigate the ADPS Incident of 11-24-18. (4-3, rcv) (Brown, Lawler & Spicer dissenting).

H. Discussion/Approval Schedule Study Session for Council Short & Long-Term Priority Goals

Mayor Atchison stated he would like to schedule Study Sessions to Identify Policies, Initiatives & Obstacles for the City Council's short and long-term goals. He has spoken with the EDC Director Amy Deprez for a study session discussion on May 29, 2019 for a 2nd grocery store and senior/affordable housing.

Council Member Williamson asked if the Council would be willing to have a Study Session an hour prior to regular Council meetings from 6:00 p.m. to 7:00 p.m.

Consensus of the Council is to schedule a Study Session for May 2019, 2019 to discuss a 2nd grocery store and senior/affordable housing and to schedule a study session one hour prior to regular Council meetings for the remaining goal discussions.

XII. FUTURE AGENDA ITEMS

The following items were requested for the next agenda:

Council Member Lawler asked for the following items:

- Update on moving expenses for former City Manager
- Trash Hauler contract

- Leaf-pickup

Council Member Brown asked for trash cans along the walking trail.

City Attorney Harkness asked to add a local vaping ordinance.

Council Member Spicer asked for an update on rental certification.

XIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)

Comments were received from Ayden Wade, Boy Scout Troop # 158; Lonnie Brewer, 1200 Hillside Rd; Fred Alexander, 208 Watson St; Garrett Brown, 1016 S. Superior St; John Harris, 212 Dalrymple; Kevin White, 301 W. Erie St; Calhoun County Commissioner Gary Tompkins; Donnie Brewer, 919 N. Clinton St and Ms. Craig, 1200 Mallory St.

XIV. CITY MANAGER REPORT

Interim City Manager Kipp provided the following City Manager Report:

- The Memorial Day parade will be held on Monday, May 27th, 2019 beginning at 10:00 a.m. at the corner of Erie and Superior Streets. Parade line-up will be at 9:15 a.m. If the Council would like to participate, please let Interim City Manager/Chief Kipp know.
- Work is continuing on the River Trail

XV. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Members Clark, Brown, Lawler and Spicer and Mayor Atchison.

XVI. EXCUSE ABSENT COUNCIL MEMBER (S)

No action was necessary as all members were present.

XVII. ROLL CALL

PRESENT: Vicky Clark (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5), Shane Williamson (6) and Mayor Atchison.

ABSENT: All members were present

XVIII. ADJOURNMENT

Spicer moved, Clark supported, CARRIED, to adjourn the regular session. (7-0, vv)

Mayor Atchison adjourned the Regular Session at 8:43 p.m.

Date

Jill Domingo
City Clerk

City of Albion
Council Special Session Minutes
May 23, 2019

I. CALL TO ORDER

Mayor Atchison called the regular meeting to order at 7:00 p.m.

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

PRESENT: Vicky Clark (1), Lenn Reid (2); Sonya Brown (3); Marcola Lawler (4); Jeanette Spicer (5); Shane Williamson (6) and Mayor Atchison.

ABSENT: All members were present

STAFF PRESENT:

Scott Kipp, Acting City Manager/Chief Public Safety; Cullen Harkness, City Attorney; Haley Snyder, Acting Assistant City Manager/Deputy Clerk/Treasurer

V. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)

Williamson moved, Lawler supported, CARRIED, to Approve the Agenda as presented. (7-0, vv)

VI. PRESENTATIONS-None

VII. PUBLIC HEARINGS-None

VIII. PUBLIC Comments (Persons addressing the City Council shall limit their comments to agenda items and to no more than three (3) minutes. Proper decorum is required.)

Comments were received from Mary Lenardson, 1035 N. Clark Street, and G Brown, 1016 S. Superior.

IX. CLOSED SESSION-None

X. CONSENT CALENDAR (VV) Items on the Consent Calendar are voted on as one unit) - None

XI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Discussion/Approval MML City Manager Search-Joyce Parker

XII. FUTURE AGENDA ITEMS-None

XIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)

Comments were received from Mary Lenardson, 1035 N. Clark Street.

XIV. CITY MANAGER REPORT-None

XV. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Councilmember Brown, Spicer, and Mayor Atchison.

XVI. EXCUSE ABSENT COUNCIL MEMBER (S)

No action was necessary as all members were present.

XVII. ROLL CALL

PRESENT: Vicky Clark (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5), Shane Williamson (6) and Mayor Atchison.

ABSENT: All members were present

XVIII. ADJOURNMENT

Williamson moved, Clark supported, CARRIED, to adjourn the special session. (7-0, vv)

Mayor Atchison adjourned the Regular Session at 7:43 p.m.

Date

Haley Snyder
Acting Assistant City
Manager/Deputy
Clerk/Treasurer

**CITY OF ALBION
ORDINANCE #2019-04**

AN ORDINANCE TO AMEND ORDINANCE 58-161, FIREWORKS

Purpose and Finding:

The Michigan Legislature enacted the Michigan Fireworks Safety Act, Act No. 256 of the Public Acts of 2011, which took effect January 1, 2012. This made substantial changes to previously existing state and local fireworks regulations. This Act was subsequently amended again in 2013. The Act was most recently amended by Public Act(s) 634 of 2018 and 635 of 2018. These new acts make several modifications to the dates that were regulated under the former legislation. Additionally, the new legislation modifies the existing fines imposed by municipalities. Presently, the Albion city ordinance regulating fireworks is in conflict with this newly enacted law. As such, it is in the best interests of the City to amend its fireworks ordinance to comply with state law and to protect the health, safety and welfare of the citizens of the City of Albion.

THE CITY OF ALBION ORDAINS:

Sec. 58-161. FIREWORKS

1. An individual shall not ignite, discharge or use consumer fireworks except during the following days and times:
 - a. December 31 from 11:00am to January 1 at 1:00am;
 - b. The Saturday and Sunday immediately preceding Memorial Day from 11:00am to 11:45 pm on each of those days;
 - c. June 29 from 11:00am to July 4 11:45pm on each of those days;
 - d. July 5 from 11:00am to July 5 11:45pm, but only if July 5 falls on a Friday or a Saturday;
 - e. The Saturday and Sunday immediately preceding Labor Day from 11:00am to 11:45pm on each of those days.
2. An individual shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or property owner's express permission to use those fireworks on those premises;
3. An individual shall not use consumer fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic

liquor and a controlled substance;

4. For purposes of this section, the term "consumer fireworks" is defined by Act No. 634 of the Michigan Public Acts of 2018.
5. For purposes of this section, the term "Alcoholic liquor" is defined in section 1d of the Michigan Vehicle Code, 1949 PA 300, MCL 257.1d;
6. For purposes of this section, the term "Controlled Substance" is defined in section 8b of the Michigan Vehicle Code, 1949 PA 300, MCL 257.8b;
7. This Ordinance may be enforced by the Chief of Public Safety, Public Safety Officers, Code Enforcement Officials, Fire Marshal and Fire Inspectors;
8. If an enforcing official has determined that a violation of this ordinance has occurred, the official may seize the fireworks as evidence of such violation;
9. An individual who violates sub-section one (1) of this Ordinance is responsible for a civil infraction and shall be ordered to pay a civil fine of \$1,000.00. \$500.00 of the fine collected under this subsection shall be remitted to the Albion Department of Public Safety for enforcement of this ordinance;
10. An individual who violates sub-section (2) of this Ordinance is responsible for a civil infraction and may be ordered to pay a civil fine of not more than \$500.00.
11. An individual who violates sub-section (3) of this Ordinance is responsible for a civil infraction and may be ordered to pay a civil fine of not more than \$1,000.00.

State Law Reference: MCL 28.457, MCL 28.462

The provisions of this Ordinance are severable and the invalidity of any phrase, clause, or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance;

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

This Ordinance shall take effect on June 24, 2019 after publication.

First Reading:

May 20, 2019

Ayes _____
Nays _____
Absent _____

Jill Domingo,
Clerk

Second Reading & Adoption:

June 3, 2019

Ayes _____
Nays _____
Absent _____

David Atchison,
Mayor.

CITY OF ALBION
SOLID WASTE AND YARD WASTE COLLECTION
AGREEMENT FOR RESIDENTIAL CUSTOMERS

THIS AGREEMENT (the "Agreement") made and entered into on this 24th day of January, 2017, by and between the City of Albion, a Michigan municipal corporation, (hereinafter referred to as the "City"), and Granger Waste Services, a Michigan corporation, (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City desires to secure the services of the Contractor, which include:

1. Residential collection, including carts, collection, hauling, and disposal of solid waste;
2. Residential yard waste including hauling and processing of materials;
3. Municipal building service including containers, hauling, and disposal of solid waste; and
4. Service for an annual clean up, festivals, and similar events including containers, hauling, and disposal of solid waste;

WHEREAS, the Contractor desires to provide said services in compliance with the City ordinances;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS

- A. Refuse: The term "refuse" shall include garbage and rubbish, except animal and human excrements.
- B. Garbage: The term "garbage" means all animal and vegetable wastes resulting from handling, preparation, cooking, or consumption of foods.
- C. Rubbish: The term "rubbish" means non-putrescible solid waste, including broken glass, crockery, bottles, and ashes. Excluded is hazardous waste and yard waste.
- D. Hazardous Waste: The term "hazardous waste" shall mean waste, or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which because of its quality, concentration or physical, chemical or infectious characteristics pose a substantial present or potential hazard to human health or the environment. Contractor reserves the right to define materials that do not meet its waste acceptance guidelines as hazardous or special wastes.
- D. Recycle Material: The term "recycle material" is defined as material produced from residential households that includes newspaper, glass, cardboard, metal cans, plastic containers, paper bags, magazines, box board, aluminum, and any other materials that may be deemed by Contractor as recyclable in the future.
- E. Bulk Items: Bulk items may include, but is not limited to household refuse typically of a large or bulky nature such as: appliances, furniture, bed springs and mattresses, stoves, water heaters, trunks, toys, carpeting, large automobile components, broken concrete, building materials from household repairs, alterations, or new construction, and debris from commercial or industrial establishments.
- F. Street-Side: Refers to that area within arm's reach of the edge of the traveled path of public streets.

- H. **Yard Waste:** The term “yard waste” refers to leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, and brush, not exceeding two (2) inches in diameter, four (4) feet in length, or thirty (30) pounds per bag or bundle. Excluded are tree stumps, limbs, branches, and materials from the removal of trees, bushes, or similar.
- I. **Residential Household:** The term “residential household” shall mean a single-family occupied dwelling within the City of Albion, that is currently receiving water service from the City. Additionally, single-family occupied dwellings within the City of Albion located on Locust Lane and Haven Lane that receive partial services from the City of Albion, are also defined as a residential household for the purposes of this agreement. Dwellings with two (2) or less separate dwellings connected into one building, will count as separate residential households. Multi-family residential apartments of two (2) or more are considered as commercial buildings and owners are responsible for contracting separately for solid waste collection services. Mobile home parks and similar are defined as commercial establishments for the purpose of this contract.

GENERAL DESCRIPTION OF WORK

It is the intent and purpose of the Contractor to provide comprehensive service for the collection, removal, hauling, and disposal of refuse and collection, hauling, and processing of yard waste material from occupied residential households within the City of Albion. Also included is equipment, hauling, and disposal of solid waste for an annual clean up, festivals and events, and municipal refuse service.

MUNICIPAL REFUSE COLLECTION

Contractor shall provide service to seven (7) municipal locations. By mutual agreement of the Contractor and City, the service types and frequency may be changed from the services first listed below. For changes, additional cost may be required for additional containers and/or change in frequency of service. Details of municipal services are shown below.

Municipal Entity	Service Location	Qty.	Service Type(s)	Service Frequency
Albion Street Department	12980 27 Mile Road, Albion, MI 49224	2	6-Yard Trash Containers	Once per Week
City Hall	112 West Cass Street, Albion, MI 49224	1	4-Yard Trash Container	Once per Week
Cemetery	1301 South Superior Street, Albion, MI 49224	1	4-Yard Trash Container	Once per Week
Water and Sewer	507 North Albion Street, Albion, MI 49224	1	4-Yard Trash Container	Once per Week
Maple Grove Apartments	1041 Maple Street, Albion, MI 49224	1	4-Yard Trash Container	Once per Week
Maple Grove Apartments	1041 Maple Street, Albion, MI 49224	3	96-Gallon Trash Carts	Once per Week
Albion EDC	309 North Superior Street, Albion, MI 49224	1	96-Gallon Trash Cart	Once per Week
Albion Fire Department	207 North Clinton Street, Albion, MI 49224	2	96-Gallon Trash Carts	Once per Week

RESIDENTIAL REFUSE COLLECTION

Contractor will collect properly prepared and placed refuse, once each week, from each occupied residential dwelling within the City. The Contractor shall not be required to collect bulk items, Christmas trees, trash exceeding the limits outlined herein, or refuse that does not meet Contractor's waste acceptance guidelines.

RESIDENTIAL YARD WASTE COLLECTION

Contractor will collect properly prepared and placed yard waste, once each week, from each occupied residential dwelling within the City during the period of April 1 to November 30 each year. The Contractor shall not be required to collect materials that do not conform to Contractor's yard waste guidelines.

CLEAN UP REFUSE COLLECTION

Contractor will provide rear-end load equipment, roll off containers (maximum size of 30 yards; additional sizes available at additional cost) collection, hauling, and disposal for one (1) clean-up event annually. The date of the clean-up will be determined by mutual agreement each year. The clean-up event will be held at two locations, Ketchum Field and Harris Field, from 8:00 A.M. until 4:30 P.M. Contractor's drivers will be available to run equipment and assess waste acceptance, however, they will not unload materials from vehicles or load material into equipment or vehicles. Contractor shall not allow material that does not meet Contractor's waste acceptance guidelines to be collected.

FESTIVAL/EVENT REFUSE COLLECTION

Contractor will provide equipment, hauling, and disposal for annual festival and similar events. The date(s) and location(s) of the event(s) will be determined by mutual agreement of City and Contractor. Contractor shall provide roll off-type containers (maximum size of 20 yards; additional sizes available at additional cost). Delivery and removal of roll off container shall be on a weekday during normal operating hours. Contractor shall not accept material that does not meet Contractor's waste acceptance guidelines.

COLLECTION SCHEDULE

Contractor will complete all collections for residential services once per week, between the hours of 7:00 A.M. and 7:00 P.M. within the City, except for the interruptions due to holidays or acts of God (weather, etc.). All refuse must be properly placed at the street-side for collection no later than 7:00 A.M. on the scheduled day of collection. Contractor reserves the right to collect trash as early as 6:30 A.M. due to circumstances such as, but not limited to, road construction, weather, resolution of service issues, etc.

COLLECTION ROUTES AND SERVICE DAYS

Contractor intends to use best efforts to maintain refuse and yard waste collection on the same service day. However, Contractor reserves the right to alter routes to best fit its operations and modify service days. Contractor reserves the right to divide the city into sections and provide for collections on multiple days during the week. Specifically, collection for each service types (*i.e.*, trash and yard waste) may be provided on separate days for residents (*i.e.*, may not be provided on a single day.)

INTERRUPTED COLLECTION SCHEDULE

No collections of refuse will be made on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Where the holiday falls on or before the regular collection day, refuse and yard waste will be collected one day later. If the holiday falls on a Saturday or Sunday, collection schedule will not change. Contractor will maintain a diligent communication plan with residents to communicate and remind of changes in schedules due to holidays, weather, etc. Service may also be interrupted/delayed due to acts of God, (storms, lightning, wind, snow, ice, etc.). The City will be notified of any service delays/interruptions caused by acts of God.

SOLID WASTE DISPOSAL

All solid waste collected for disposal by Contractor will be hauled to its licensed disposal site located within Clinton or Ingham County, Michigan for final disposal. Contractor reserves right to dispose of solid waste at alternate licensed disposal sites and to use transfer stations for intermediate handling of materials.

WASTE ACCEPTANCE

The City recognizes that the Contractor will collect only items of refuse as acceptable to federal laws, state laws, local ordinances, and Contractor's waste acceptance guidelines. Contractor reserves the right to refuse to collect refuse that does not confirm to federal laws, state laws, local ordinances (including the City code), and Contractor's waste acceptance guidelines. The Contractor shall not be required under this contract to collect any hazardous or special waste.

CONTRACTOR WASTE ACCEPTANCE GUIDELINES

A. Prohibited Wastes:

The following prohibited wastes cannot be accepted under any condition or from any source:

- Hazardous or toxic waste as defined by local, state or federal laws or regulations (Hazardous wastes are materials that are ignitable, corrosive, reactive or toxic, as well as listed wastes such as pesticides, herbicides, solvents and their containers.)
- Hazardous waste containers/labels
- Explosives, ammunition and firearms
- Low-level radioactive waste and radioactive labeled containers
- PCBs or materials containing PCBs (including, but not limited to, ballasts and transformers)
- Lead acid batteries
- Liquid wastes (or free liquids)
- Sewage and septic waste
- Oil-based paint
- Used oil
- Materials that adversely affect the liner of leachate system

B. Conditionally Prohibited Wastes:

The following conditionally prohibited wastes can be accepted if the specific conditions indicated are met:

- Appliances containing Freon (Freon must be removed prior to disposal)
- Asbestos (requires proper packaging and handling)
- Empty drums (must be clean and crushed)
- Medical waste (decontaminated or packaged as required)
- Whole motor vehicle tires (must be cut in half)
- Yard Clippings or yard waste (diseased or infested)

C. Special Wastes

The following special wastes can be accepted if the specific conditions indicated are met:

- Compressed gas cylinders (must be empty and valve must be removed)
- Contaminated soil (requires testing to confirm non-hazardous and landfill pre-approval)
- Animal carcasses (will not be accepted in large quantities)
- Electronic waste (accepted only from households and exempt generators)
- Fluorescent light ballasts (without PCBs only)
- Fluorescent tubes (accepted only from households and exempt generators)
- Latex or acrylic household paint (must be in non-liquid form)
- Incinerator ash (requires testing to confirm non-hazardous and landfill pre-approval)
- Oil filters (must be drained for 24 hours)
- Industrial/manufacturing byproducts, including but not limited to, sandblasting materials, grinding or cutting waste, sludge(s) from pits or tanks, degreasing waste,

and printing waste (require testing to confirm non-hazardous and landfill pre-approval)

CONTRACTOR YARD WASTE ACCEPTANCE GUIDELINES

- Leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, and brush shall be placed in compostable, paper bags no greater than 30-gallon in size and no greater than 30 pounds in weight.
- Brush and twigs that are no longer than four (4) foot, less than two (2) inches in diameter, and do not fit into compostable, paper bags can be collected if bundled and tied with heavy twine into bundles no larger than 12 inches in diameter and no greater than 30 pounds in weight. Each properly prepared bundle shall count as one bag towards the yard waste service limit.
- Resident-owned (reusable, store-purchased) containers should be clearly labeled to avoid being disposed of accidentally.
- Contractor is not responsible for damage to resident-owned (reusable, store-purchased) containers.

WEEKLY RESIDENTIAL REFUSE AND YARD WASTE COLLECTION LIMITS

Contractor will collect refuse according to the following limits:

<u>Service Type</u>	<u>Limits</u>
96-Gallon Cart Trash Service.....	96-gallon cart only (approximately 4-5 bags)
64-Gallon Cart Trash Service.....	64-gallon cart only (approximately 2-3 bags)
Yard Waste Service ¹	Six bag or bundle limit
Extra Refuse Bags (on outside of cart) ²	Up to 10 extra bags
Extra Yard Waste Bags of Bundles ¹	Up to 10 extra bags or bundles

¹ Yard waste service period is weekly from April 1st to November 30th, annually.

² If a resident utilizing the 96-gallon or 64-gallon cart service has occasional larger volumes of trash than the cart may hold, they may place up to ten (10) extra bags to be serviced on the outside of their cart. An additional cost will be required for this service. Residents shall contact Contractor directly and prepay for extra bags.

COMMERCIAL SERVICE

Other than what is specified for municipal refuse collection, the Contractor shall not be required to service commercial locations as part of this contract. This is a residential contract intended to provide service to one and two-family residential households. Multi-family residential apartments of three (3) or more are considered as commercial buildings and owners/tenants are responsible for contracting separately for solid waste and yard waste collection services. Mobile home parks and similar, are considered commercial establishments and shall not be serviced as part of this contract. However, nothing herein shall limit the Contractor from contracting separately with commercial businesses for service outside of the scope of this contract.

ADMINISTRATIVE SERVICES

Contact: Contractor will supply a person of contact from the company to respond to complaints and act as a liaison to the City. Contractor will respond to requests/complaints to correct missed service within 48 hours of notice from City representatives.

Billing and Customer Service: Contractor will manage all billing, customer inquiries, changes in services, and related customer services.

CONTAINERS

A. Residential Refuse and Yard Waste Service: Contractor will provide refuse containers for residents depending on the refuse service they choose. Residents shall purchase at

their expense, 30-gallon, compostable, paper bags for yard waste service:

<u>Service Type</u>	<u>Container Size</u>
96-Gallon Cart Service.....	96-gallon plastic cart
64-Gallon Cart Service.....	64-gallon plastic cart
Yard Waste Service.....	Resident shall purchase at their expense, 30-gallon, compostable, paper bags

- B. Municipal Refuse Containers: Contractor will supply, deliver, and maintain heavy duty containers of required size for each municipal location as noted herein. The containers will be clean in appearance and include covers.
- C. Location of Containers: All containers, bags, and bundles shall be placed at the street-side by the resident for collection. All containers, bags, and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Containers will be returned to the street-side upright and in similar location after service, except in instances where weather or traffic will potentially move empty containers into the roadway causing a hazard. In these instances, the containers will be placed on their side or similar to help prevent a hazard. In snow, wind, or other inclement conditions, Contractor may place containers on side or similar. City will work with Contractor to solve issue with alley locations that are blocked by snow, tree limbs, vehicles, construction, etc.
- D. Front of House Service: Due to safety issues, Contractor will not provide service described as both "back door" and "rear yard" service. However, for residents with significant physical limitation, as determined by the Contractor, Contractor will service refuse and yard waste from the front of the house, provided that, the containers or bags are clearly and easily visible from the street, and in the opinion of Contractor, the driveway or pathway is not unduly long or unsafe. The City expressly approves such service to those residents with significant physical limitations.
- E. Condition of Containers: All containers owned by Contractor for refuse collection will be repaired or replaced by the contractor for damage caused by Contractor. Damages not caused by Contractor will require \$50 (cart) or \$150 (metal container) for repair or replacement of container. Residents are responsible for the rinsing of any material from the container as needed. Contractor shall not replace or exchange containers due to odor. Containers (including lids, handles, wheels, etc.) owned by the resident (store-purchased containers) are not manufactured to withstand refuse collection processes of Contractor. Contractor shall not be liable for damage to resident-owned containers and shall not make replacement of damaged containers.

TERM AND TERMINATION

- A. Initial Term: The initial term of this agreement is three (3) years, commencing on April 1, 2017, and ending March 31, 2020.
- B. Price Adjustments and Renewal: This agreement may be renewed upon the mutual agreement of the parties herein. Any price adjustments for any renewal terms shall be negotiated and by mutual agreement of the Contractor and City.
- C. Material Breach of Agreement: In the event of a material breach or material default in the performance of any covenant or obligation of the City or Contractor under this Agreement, which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided the breaching party has undertaken to cure within such thirty (30)



days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default, or termination of this Agreement, each party shall have available all remedies in equity or at law.

INSURANCE

A. The contractor shall, prior to service commencing, obtain and maintain during the execution of the contract, an insurance policy meeting the following requirements and shall provide to the City a certificate showing the premiums to be fully paid as well as a copy of the applicable policy, including all endorsements. The City, including its officers and employees shall be named as an additional insured on the policy.

Insurance Endorsement	Limits Required
(1) Workman's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Bodily Injury Liability	
(a) Except Automobiles	\$1 million each occurrence
(b) Aggregate	\$1 million
(4) Property Damage Liability	
(a) Except Automobiles	\$1 million each occurrence
(b) Aggregate	\$2 million
(5) Automobile	
(a) Bodily Injury	\$1 million each occurrence
(b) Liability	\$1 million each occurrence
(6) Automobile Property Damage	
(a) Liability	\$1 million each occurrence

B. Proof of Liability Insurance: The Contractor shall furnish to the City a copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with the City. The City must be listed as an additional insured.

C. City-Required Insurance Statement: The Contractor shall include the following statement on insurance certificates submitted to the City.

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior to written notice will be given to the City of Albion."

INDEMNITY

The Contractor shall indemnify, defend and save harmless the City of Albion, its commissioners, officers, agents, representatives and employees from and against all loss of expense (including costs and attorney's fees) by reason on any liability asserted or imposed upon the City, its commissioners, officers, agents, representatives and employees for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work described herein, whether such injuries to persons, or damage to property, is due, or claimed to be due, to the negligence of the Contractor, the City, its commissioners, officers, agents, representatives and employees.

COMPENSATION AND PAYMENT

For the period commencing April 1, 2017, and ending March 31, 2020 (the initial term), residential households will pay Contractor according to the following schedule:

SERVICE YEAR	YEAR 1	YEAR 2	YEAR 3
SERVICE DATES	04/01/2017 TO 03/31/2018	04/01/2018 TO 03/31/2019	04/01/2019 TO 03/31/2020
SERVICE TYPE	PRICE (MONTHLY; UNLESS NOTED)		
96-Gallon or 64-Gallon Cart Refuse Service	\$8.85	\$8.85	\$8.85
Yard Waste Service	\$6.25	\$6.25	\$6.25
Refuse and Yard Waste Exceeding Limit (Extra Bags or Bundles)	\$2.00 per Bag	\$2.00 per Bag	\$2.00 per Bag
Municipal Refuse Services	2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service.	2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service.	2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service.
Annual Festival Refuse Services	20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container).	20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container).	20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container).
Annual Clean Up Refuse Services	Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container).	Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container).	Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container).

PAYMENT SCHEDULE

Residential households will be invoiced, in advance and quarterly for all services. Residents who might find quarterly invoicing a hardship may make arrangements for monthly invoicing directly with Contractor.

NON-PAYMENT

Contractor will use best efforts to collect balances owed from residents. Contractor reserves the right to use a third party professional collection agency (including credit reporting) to collect balances. City agrees to help Contractor with updated records and contact information for residents who move from the City without paying Contractor. After sixty (60) days of non-payment, from the date of the invoice, to Contractor, Contractor may cease servicing resident. Residents not serviced due to non-payment will be responsible for compliance with City ordinances and codes regarding refuse collection. Contractor shall not reasonably refuse to reactivate collection services after payment of full past due balances. City

and Contractor agree that the City shall not be responsible for the payment of resident's delinquent account.

ADDITIONAL FEES

Contractor reserves the right to petition the City for increases in prices due to government taxes, fees, surcharges, fuel costs, etc. Any rate change shall be subject to approval by the City Council. The Contractor may not assess any rates or fees not so approved.

NON-DISCRIMINATION

- A. Contractor agrees not to discriminate against any qualified employee of contractor or qualified applicant for employment with contractor on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.
- B. Contractor shall, when utilizing subcontractors require said subcontractors to include an identical non-discrimination provision in subcontracts.
- C. Contractor agrees not to discriminate against any resident of the City on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.

VENUE

This agreement shall be interpreted under the laws of the State of Michigan. Any and all claims, disagreements, lawsuits, actions, litigation, and disputes shall be heard in the Calhoun County courts, State of Michigan.

SEVERABILITY

If any part of this agreement is determined to be invalid, the remaining sections remain in full force and effect.

MODIFICATION

This agreement may not be modified except in writing and signed by both parties herein.

TERMINATION

In addition to the paragraph above entitled "Material Breach", in the event the Contractor should be adjudged bankrupt, make a general assignment for the benefits of Contractor's creditors, if a receiver is appointed to Contractor for purposes of insolvency, or if the Contractor disregards the laws of the State of Michigan, or disregards the ordinances of the City of Albion, the City may, without prejudice to any right or remedy, terminate this contract upon thirty (30) days' notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above stated.

ATTEST:

CITY OF ALBION

By: Jill Domingo
Jill Domingo
Its: Clerk

[Signature]
Garrett Brown
Its: Mayor

ATTEST:

GRANGER WASTE SERVICES

By: Maria E. Copeland
Maria Copeland
Its: Notary

[Signature]
Sean McHugh
Its: Director of Sales

MARIA E. COPELAND
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires March 6, 2022
Acting in the County of Clinton

Approved as to Form:
[Signature]
City Atty

CITY OF ALBION
SOLID WASTE AND YARD WASTE COLLECTION
AGREEMENT FOR RESIDENTIAL CUSTOMERS
ADDENDUM RE: PERFORMANCE BOND

This Addendum is intended to be incorporated into to the Solid Waste and Yard Waste Collection Agreement for Residential Customers, entered into between the City of Albion (Albion) and Granger Waste Services (Granger) on or about January 24, 2017, as though fully set forth therein.

Albion Ordinance 66-33 requires, in relevant part, that before any entity may engage in the business of collection, transportation, disposal or recycling of refuse in the city, that entity must pay the license fee and shall furnish a performance bond in the amount of \$5,000.00 with the application for the license.

Granger shall provide Albion with proof of a performance bond in the amount of \$5,000.00 for a duration of three years, the effective date of the bond being April 1, 2017. Said proof shall be provided to Albion by Granger no later than March 15, 2017. A record of the same shall be kept on file with the Albion City Clerk. The parties herein acknowledge that in the event of a default by Granger, Albion may seek payment of the \$5,000.00 from the agency providing Granger's performance bond. The parties however, further acknowledge, that notwithstanding any agency Granger may use to secure a performance bond under this paragraph, Granger shall remain ultimately responsible for the payment of the \$5,000.00 to Albion in the event of Granger's default.

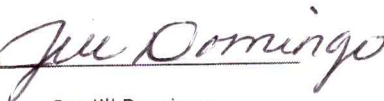
Nothing in this addendum shall be interpreted to in any way limit any other available remedies either party may have at law or in equity, except as set forth in the agreement referenced above. Furthermore, nothing in this agreement shall be interpreted to in any way limit the amount of damages which may be sought by either party in the event a party herein breaches the agreement or a subsequent renewal of the same.

This addendum shall be interpreted under the laws of the State of Michigan.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above stated.

ATTEST:

CITY OF ALBION

By: 

By: Jill Domingo
Its: Clerk

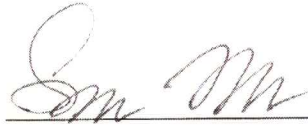


By: Garrett Brown
Its: Mayor

ATTEST:

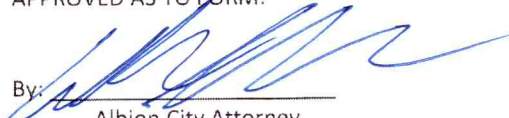
GRANGER WASTE SERVICES

By: _____

 02/27/2017

By: Sean McHugh
Its: Director of Sales

APPROVED AS TO FORM:

By: 
Albion City Attorney



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 61960029

briefly described as WASTE HAULER CITY OF ALBION

for GRANGER CONTAINER SERVICE, INC

_____ , as Principal,

in the sum of \$ Five Thousand and 00/100 Dollars, for the term beginning

March 6, 2017, and ending March 6, 2018, subject to all

the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 6th day of January, 2017.

WESTERN SURETY COMPANY

By Paul T. Brugat
Paul T. Brugat, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.





Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the principal and Western Surety Company, that instead of as originally written:

The expiration date has been changed to read:
March 31st, 2018

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 6th day of March, 2017, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 61960029
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,
to Granger Container Service, Inc

Signed this 27th day of February, 2017.

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Waste Hauler City of Albion

bond with bond number 61960029

for Granger Container Service, Inc

as Principal in the penalty amount not to exceed: \$ 5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 27th day of February, 2017.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

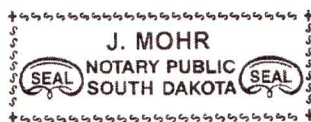
By *Paul T. Bruflat*

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 27th day of February, 2017, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



City of Albion, Michigan

Request for Proposals

Residential Refuse Collection, Yard Waste Collection, Recycling, Hauling and Disposal

1.) Introduction

The City of Albion (the City) is soliciting proposals from qualified contractors for Residential Refuse Collection, Yard Waste Collection, Recycling, Hauling and Disposal from single family residences (a residence is defined as a premises containing a dwelling occupied by a person or group of persons comprising a single family unit and which produces not more than 90 gallons of refuse per week), duplex family residential units (defined as a premises containing a dwelling which had been divided into two separate residences, each occupied by a person or group of persons comprising a single family unit) and all City Buildings but excluding apartment buildings, multi-family complexes and commercial properties located within the City.

For the purposes of the health, safety, welfare and the potential cost reduction for our residents the City Council has decided to enact the Single Refuse Hauler aspect as a viable alternative to the current system. All single and dual family residential units will be required by local ordinance to participate in the Single Hauler Program.

All bidders must submit a complete proposal which includes the form attached as **Exhibit A**, as well as a Statement of Bidders Qualifications, Documentation of Proper Insurance Policies and a list of references.

RFP specifications can be picked up at the City Clerk's Office 112 W. Cass St. Albion, MI 49224.

All RFP's shall be marked: "**Single Hauler Refuse Program-BID**" and shall be delivered to the City of Albion- Clerk's Office by: September 7, 2016 at 9:00 A.M. Public Bid opening will be September 7, 2016 at 9:00 A.M. in the Mayor's Office located at Albion City Hall, 112 W. Cass St., Albion, MI 49224.

2.) General Information

The City of Albion is located in eastern Calhoun County, Michigan. It is estimated that there are approximately 2401 total residential units that would qualify under the program. There is approximately 50 miles of major and local streets within the City which includes M-99 and the I-94 business route. The residential refuse to be collected, hauled and disposed of by the successful bidder consists of normal household rubbish, garbage, yard waste and recycled materials.

As a condition of the local ordinance, residents would not be allowed to contract with another waste hauler outside of the successful bidder's agreement. Recycling containers shall be provided for those residents who request them and shall be hauled and disposed of as a matter of contract.

Services are anticipated to begin in April of 2017, however the actual start date will be established by the contract between the City and the successful bidder. The initial contract will be for a one year term with the anticipation of a continuation of up to three years.

The form of the contract to be entered into between the City and the successful bidder, which contains all terms and conditions for providing the Services, is attached as **Exhibit B**.

The RFP is a solicitation for bids and not intended as an offer to contract. The City of Albion reserves the right to issue clarification(s) and other directives concerning this RFP, to require clarification or further information with respect to any Proposal and to determine the final terms of the contract. The City also reserves the right to accept or reject any and all Proposals in the best interest of the City and its residents. Acceptance of the Proposal will be based upon factors including, but not limited to, cost to provide the Services, completeness of Proposal, thoroughness of information provided, customer service standards, value-added services and prior Bidder performance with waste collection systems similar to those described herein.

All Proposals are firm offers to enter into the Contract and no Proposal shall be deemed rejected, notwithstanding acceptance of any other Proposal, until the Contract has been approved by the City Council and executed by both the City and the Successful Bidder.

3.) Scope of Services

A. The Services to be provided by the Successful Bidder for the per unit prices to be indicated on **Exhibit A** include the following:

(1) collecting, hauling and disposing of Residential Refuse from dwelling units and City Buildings located within the City once per week.

(2) collecting, hauling and disposing of Residential Refuse from dwelling units and all City Operated Buildings, curbside collection of recyclable materials, and yard waste from dwellings within the City of Albion. Collection of Recyclables shall be the same day as the collection of Residential Refuse and shall occur either once per week or bi-weekly. The collection of yard waste shall also occur the same day as Residential Refuse and Recyclable pick-up, but may occur monthly or seasonal. The Bidder's Proposal shall include a separate price for once per week Residential Refuse pick-up and once a week Residential Refuse pick-up with the addition of weekly or bi-weekly Recyclable pick-up and monthly and seasonal yard waste pick-up.

(3) collecting , hauling and disposal of Solid Waste, Rubbish, building materials and Garbage of all City Operated Buildings from approved dumpsters (to be provided by the Successful Bidder) can occur independently of the Residential Refuse pick-up schedule. The City currently has six (6) dumpsters, (3) 6 yard dumpsters, (3) 4 yard dumpsters and (6) 96 gallon carts.

(4) billing and collection of all rates and charges from dwelling units receiving the Service on a quarterly basis.

B. Dispose of all Residential Refuse collected in accordance with the Calhoun County Solid Waste Management Plan, at a facility within the Calhoun County Solid Waste Management Plan and permitted by the Michigan Department of Environmental Quality.

C. Provide separate, hard sided, plastic containers for the collection and temporary storage of Residential Refuse and Recyclables (an Approved Container). The Approved Container for Residential Refuse shall have an attached, closing lid. It shall also have upon it the Company Name of the Successful Bidder and an “800” or local number for contact.

(1) The Successful Bidder shall provide at least two (2) sizes of Approved Containers in order to provide customers with a choice depending on the customers expected volume of Residential Refuse to be collected. The two (2) sizes of Approved Containers for collection and disposal of Residential Refuse to be provided by the Successful Bidder shall be for Approved Containers ranging between 60-65 gallons and 90-96 gallons in size.

(2) The Bidder’s Proposal shall include the cost of each of the two (2) ranges of size for the Approved Containers for Residential Refuse.

(3) The Approved Container for the collection and disposal of Recyclables shall have a minimum of 18 gallons.

(4) The Bidder’s Proposal shall also include the cost for “back door” service for the elderly or the physically disabled.

D. The Successful Bidder shall provide the Services to all participating Dwelling units between the hours of 7:00 A.M. and 7:00 P.M. on Tuesday, Wednesday or Thursday of each week, contingent upon the approval of a specific day of the week for collection by the City Council (Collection Day). The Successful Bidder may not change the Collection Day, except when there is a legal holiday, without the approval of the City. If the City approves a change in the Collection Day, the Successful Bidder, at its cost, must provide notice of the change in the Collection Day to all of the Dwelling Units. In the event that there is a legal Holiday on the Collection Day, the Successful Bidder shall collect the Residential Refuse and Recyclables and Yard Waste on the following day, excluding Sunday. Legal Holiday shall be New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

E. The Successful Bidder shall maintain an office and toll-free or local telephone number to receive service calls and complaints and be available for such calls between 8:00 A.M. and 5:00 P.M. Monday through Friday, except on the holiday's listed in **3 (D)** above. All complaints must be given prompt attention. In the case of a missed scheduled collection, the Successful Bidder shall immediately investigate, and if verified, shall arrange for pick-up of said Residential Refuse within twenty-four (24) hours after the complaint is received. The Successful Bidder shall maintain a daily log of all such calls and complaints, which shall be open to the City for inspection and shall make annual reports regarding the same to the City.

F. The Successful Bidder shall develop, print and distribute a brochure describing the services covered by this RFP, which includes a collection schedule, a list of materials that can be included in the Approved Container for Recyclables, instructions on proper handling of the Approved Containers, instructions on what the customers are to do with Residential Refuse that does not fit into the Approved Container, etc. The brochure must be approved by the City prior to distribution. Whenever there is a change in services, an updated brochure must be distributed to all existing customers.

G. Dispose of the Recyclables collected pursuant to the Contract in accordance with the Calhoun County Solid Waste Management Plan.

H. Ensure that the Successful Bidder's trucks and equipment is adequately marked with the name of the company, the telephone number and any other markings required by state or federal law.

I. Make an initial, accurate count, by individual street address or area, during the first month of service under the Contract, of all Dwelling Units to be serviced under terms of the Contract. Annually, the Successful Bidder must provide an updated listing of the number of Dwelling Units receiving the Services. This count shall be provided to the City within five (5) business days after the mailing of the quarterly bills to customers in the City.

J. Comply with all rules and regulations established by local, state and federal laws. The Successful Bidder shall be responsible for obtaining all permits, licenses and insurance to provide the Services.

K. Provide all Services in an orderly, efficient and workmanlike manner, with a workforce adequate to accomplish the same on a regular basis, despite adverse conditions, equipment breakdown or similar hindrances.

4.) Additional Services

The Bidder shall include a separate Proposal price for additional services that may be proposed by the Bidder, which may include, but are not limited to, collection, hauling and disposal of (1) materials, debris and solid wastes as part of an annual "Spring Clean-up" (as more particularly

described below), (2) Bulk Waste, and (3) Special Collections (collectively the “Additional Services”). The Bidder’s Proposal shall include a separate per annum price for providing the annual “Spring Clean-Up” which is held at two collection sites in the City where there are two (2) Refuse hauling trucks and one (1) 30 yard roll-off provided at each site. The annual “Spring Clean-up” event will take place during a month and on a date designated by the City Council. Along with this Bidder’s shall include pricing for three (3) twenty (20) yard dumpsters for the annual “Festival of the Forks” event.

The City reserves the right to accept all, some or none of the Additional Services by Bidder in the City’s sole discretion.

5.) Pre-Bid Conference

The City will conduct a pre-bid conference on August 15, 2016 at 9:00 A.M. in the Mayor’s Office located at 112 W. Cass St. Albion, MI 49224 to answer questions regarding this RFP. Nothing stated at the pre-bid conference shall modify any written document, unless a written addendum is issued. Bidders are required to submit all written questions to the City, Attention: Jim Lenardson, Director of Public Services, by August 8, 2016 to ensure that all questions can be adequately addressed at the pre-bid conference.

6.) Qualifications of Bidder

A. All Bidders must submit the following to the City in order to be deemed qualified and responsible:

(1) The original completed Proposal, including all exhibits thereto, delivered to the City Clerk at 112 W. Cass St., Albion, MI 49224 by the specified time set forth in Section 1 of this RFP. All Proposals must be typed or written legibly in blue or black ink. All Proposals shall use the form attached as Exhibit A. The Proposal form must indicate a fixed price quotation for each quarter and for each individual year of the Contract for the Service being bid, as well as Additional Services and any alternatives. A Proposal may be rejected if it does not contain a requested rate or charge for each and every item named in the Proposal form or may be interpreted as bidding “no charge” for any item left blank.

(2) Bid Security in the form of a certified check or money order in the amount of \$5,000.00, which shall be refunded or returned to those Bidders who are not the Successful Bidder within five (5) days after the City Council executes the Contract for Services with the Successful Bidder. If the Successful Bidder fails to timely submit all additional information as requested, the City may retain all or a portion of the Successful Bidders Bid Security as liquidated damages.

(3) Each Bidder submitting a Proposal expressly represents and warrants that it has an adequate period of time to conduct, and has conducted, all independent examinations, inspections and investigations required to make a fully informed Bid.

(4) Each Bidder acknowledges that it has reviewed the Contract Documents in a thorough and complete manner prior to submitting its Proposal.

(5) Each Proposal shall include the cost of obtaining all permits, licenses and other authorizations required by law for performance of the Services. Each Bidder shall be responsible for determining the applicable licenses, permits and other authorizations required.

(6) Each Proposal shall be signed by the authorized officer, member or partner of the entity or by an individual, if the Proposal is submitted by an individual.

(7) Each Bidder shall furnish satisfactory evidence that it has the requisite experience, ability, capital facilities, organization and staffing to enable it to perform the Services successfully. All Bidders are required to complete the Statement of Bidder's Qualifications, and attach as **Exhibit C**.

(8) Each Bidder shall submit a properly executed and signed Affidavit of Non-Collusion as **Exhibit D**

If the City issues a request for Additional Information, the Bidder shall provide such information within two (2) business days after the receipt of the Request for Additional Information or such other period as may be set forth therein. Any Bidder that fails to respond to the Request for Additional Information within the allotted time shall have its Proposal deemed incomplete and non-responsive.

The items set forth above are the minimum qualifications that a Bidder must fulfill. However, exemptions to any condition may be submitted as alternatives.

7. Withdrawal of Bid Proposal

Any Proposal may be withdrawn at any time prior to the opening of any Proposals, provided that such a written request executed by the Bidder is filed with the City. The withdrawal of a Proposal prior to the opening of any Proposals will not prejudice the right of the Bidder to file a new Proposal, so long as such new Proposal is submitted prior to the due date and time of the Proposals.

8. Award of Contract

All Proposals shall be publically opened and read aloud immediately upon the close of the bidding.

All prices set forth in a Proposal shall be held firm, open and capable of acceptance for 120 calendar days from the date Proposals are due as set forth above.

The City Council shall award the Contract(s) to the lowest Bidder who, in discretion of the City, is best qualified to perform the Services to the satisfaction of the City and will best accomplish the objectives of the City. The City reserves the right to reject any and all Proposals, to reject

any Proposal not complying with the specifications set forth in the RFP or the Contract Documents, to accept all or a portion of any Proposal, and to waive any informality in any Proposal if the City such waiver to be in its best interests. Any computational errors in the Proposal may be waived by the City if it deems such waiver in its best interests.

Upon award of a Contract by the City Council, the City shall prepare a notice of award. The successful Bidder shall enter into the Contract with the City for the Services described herein, in the form to be attached as **Exhibit B**. The Successful Bidder shall execute said Contract within fourteen (14) calendar days after notice from the City of the award of the Contract.

As noted in Section 4 of this RFP, the City reserves the right to accept all, some or none of the Additional Services specified in the Bidder's proposal in the City's sole discretion.

At the time of execution of the Contract, the Successful Bidder shall post a performance bond with a corporate surety authorized to do business in Michigan and acceptable to the City, in an amount calculated as set forth in the Contract. Said performance bond shall indemnify the City against any loss resulting from any breach or failure of the performance by the Successful Bidder. Upon verification of this performance bond, the City shall refund the Successful Bidder's Bid Security.

Once awarded the Contract, the Successful Bidder shall provide, at its own expense, the following types of coverage of insurance:

- A. workers' compensation insurance in the statutorily required amounts; and
- B. comprehensive general liability insurance with limits of \$1,000,000.00 each occurrence and \$ 2,000,000.00 in aggregate; and
- C. vehicle liability insurance with a combined single limit of \$1,000,000.00.

All such insurance policies and coverages shall be from an insurer acceptable to the City. The City, its officers and employees, shall be named as additional insured with respect to each of these required policies. The certificates shall contain the following statement:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior written notice will be given to the City of Albion."

If the Successful Bidder fails to execute a Contract within this time period, sign any other required documentation, post the required bond or submit the required certificates or policies of insurance, the City shall have the right to annul the award of the Contract and impose liquidated damages on the Successful Bidder. If the award is annulled, the City may accept and award a Contract based upon the other Proposals remaining, as the City, in its discretion,

deems to be in the best interest or may reject all Proposals and choose not to proceed with the program.

The Successful Bidder shall indemnify the City of Albion, and its officers and employees, against any and all damages to property or death of any persons or person, including property and employees, agents or invitees of the City of Albion and shall defend and indemnify the City of Albion from all and any claims, demands, action or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses, and attorney fees, resulting from or arising out of the Successful Bidder's performance under the terms of this RFP and Contract and the operations connected herewith, including all operations of subcontractors, if any, and actions or omissions of employees or agents of the Successful Bidder. The Successful Bidder's insurance shall include contractual coverage of the forgoing indemnity agreement.

The Successful Bidder shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter indirectly or directly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individuals ability to perform the duties of a particular job or position, height, weight or marital status.

**STATE OF MICHIGAN
100TH LEGISLATURE
REGULAR SESSION OF 2019**

Introduced by Senators Outman, Wojno, Johnson, Daley, Victory, Moss and Polehanki

ENROLLED SENATE BILL No. 106

AN ACT to amend 1915 PA 31, entitled "An act to prohibit the selling, giving, or furnishing of tobacco products to minors; to prohibit the purchase, possession, or use of tobacco products by minors; to regulate the retail sale of tobacco products; to prescribe penalties; and to prescribe the powers and duties of certain state agencies and departments," by amending the title and sections 1, 2, and 4 (MCL 722.641, 722.642, and 722.644), as amended by 2006 PA 236.

The People of the State of Michigan enact:

TITLE

An act to prohibit the selling, giving, or furnishing of tobacco products, vapor products, and alternative nicotine products to minors; to prohibit the purchase, possession, or use of tobacco products, vapor products, and alternative nicotine products by minors; to regulate the retail sale of tobacco products, vapor products, alternative nicotine products, and liquid nicotine containers; to prescribe penalties; and to prescribe the powers and duties of certain state agencies and departments.

Sec. 1. (1) A person shall not sell, give, or furnish a tobacco product, vapor product, or alternative nicotine product to a minor, including, but not limited to, through a vending machine. A person who violates this subsection or subsection (8) is guilty of a misdemeanor punishable by a fine as follows:

- (a) For a first offense, not more than \$100.00.
- (b) For a second offense, not more than \$500.00.
- (c) For a third or subsequent offense, not more than \$2,500.00.

(2) A person who sells tobacco products, vapor products, or alternative nicotine products at retail shall post, in a place close to the point of sale and conspicuous to both employees and customers, a sign produced by the department of health and human services that includes the following statement:

"The purchase of a tobacco product, vapor product, or alternative nicotine product by a minor under 18 years of age and the provision of a tobacco product, vapor product, or alternative nicotine product to a minor are prohibited by law. A minor who unlawfully purchases or uses a tobacco product, vapor product, or alternative nicotine product is subject to criminal penalties."

(3) If the sign required under subsection (2) is more than 6 feet from the point of sale, it must be 5-1/2 inches by 8-1/2 inches and the statement required under subsection (2) must be printed in 36-point boldfaced type. If the sign required under subsection (2) is 6 feet or less from the point of sale, it must be 2 inches by 4 inches and the statement required under subsection (2) must be printed in 20-point boldfaced type.

(4) The department of health and human services shall produce the sign required under subsection (2) and have adequate copies of the sign ready for distribution to licensed wholesalers, secondary wholesalers, and unclassified

acquirers of tobacco products and to persons who sell vapor products or alternative nicotine products at retail free of charge. Licensed wholesalers, secondary wholesalers, and unclassified acquirers of tobacco products shall obtain copies of the sign from the department of health and human services and distribute them free of charge, upon request, to persons who sell tobacco products and who are subject to subsection (2). The department of health and human services shall provide copies of the sign free of charge, upon request, to persons subject to subsection (2) who do not purchase their supply of tobacco products from wholesalers, secondary wholesalers, and unclassified acquirers of tobacco products licensed under the tobacco products tax act, 1993 PA 327, MCL 205.421 to 205.436, and to persons who sell vapor products or alternative nicotine products at retail.

(5) It is an affirmative defense to a charge under subsection (1) that the defendant had in force at the time of arrest and continues to have in force a written policy to prevent the sale of tobacco products, vapor products, or alternative nicotine products, as applicable, to persons under 18 years of age and that the defendant enforced and continues to enforce the policy. A defendant who proposes to offer evidence of the affirmative defense described in this subsection shall file notice of the defense, in writing, with the court and serve a copy of the notice on the prosecuting attorney. The defendant shall serve the notice not less than 14 days before the date set for trial.

(6) A prosecuting attorney who proposes to offer testimony to rebut the affirmative defense described in subsection (5) shall file a notice of rebuttal, in writing, with the court and serve a copy of the notice on the defendant. The prosecuting attorney shall serve the notice not less than 7 days before the date set for trial and shall include in the notice the name and address of each rebuttal witness.

(7) Subsection (1) does not apply to the handling or transportation of a tobacco product, vapor product, or alternative nicotine product by a minor under the terms of the minor's employment.

(8) Before selling, offering for sale, giving, or furnishing a tobacco product, vapor product, or alternative nicotine product to an individual, a person shall verify that the individual is at least 18 years of age by doing 1 of the following:

(a) If the individual appears to be under 27 years of age, examining a government-issued photographic identification that establishes that the individual is at least 18 years of age.

(b) For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party age verification service that compares information available from a commercially available database, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the ordering process that establishes that the individual is 18 years of age or older.

Sec. 2. (1) Subject to subsection (6), a minor shall not do any of the following:

(a) Purchase or attempt to purchase a tobacco product.

(b) Possess or attempt to possess a tobacco product.

(c) Use a tobacco product in a public place.

(d) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product.

(2) An individual who violates subsection (1) is guilty of a misdemeanor punishable by a fine of not more than \$50.00 for each violation. Pursuant to a probation order, the court may also require an individual who violates subsection (1) to participate in a health promotion and risk reduction assessment program, if available. In addition, an individual who violates subsection (1) is subject to the following:

(a) For the first violation, the court may order the individual to do 1 of the following:

(i) Perform not more than 16 hours of community service.

(ii) Participate in a health promotion and risk reduction assessment program.

(b) For a second violation, in addition to participation in a health promotion and risk reduction assessment program, the court may order the individual to perform not more than 32 hours of community service.

(c) For a third or subsequent violation, in addition to participation in a health promotion and risk reduction assessment program, the court may order the individual to perform not more than 48 hours of community service.

(3) Subject to subsection (6), a minor shall not do any of the following:

(a) Purchase or attempt to purchase a vapor product or alternative nicotine product.

(b) Possess or attempt to possess a vapor product or alternative nicotine product.

(c) Use a vapor product or alternative nicotine product in a public place.

(d) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a vapor product or alternative nicotine product.

(4) An individual who violates subsection (3) is responsible for a state civil infraction or guilty of a misdemeanor as follows:

(a) For the first violation, the individual is responsible for a state civil infraction and shall be fined not more than \$50.00. The court may order the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 16 hours of community service.

(b) For the second violation, the individual is responsible for a state civil infraction and shall be fined not more than \$50.00. The court may order the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 32 hours of community service.

(c) If a violation of subsection (3) occurs after 2 or more prior judgments, the individual is guilty of a misdemeanor punishable by a fine of not more than \$50.00 for each violation. Pursuant to a probation order, the court may also require the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 48 hours of community service.

(5) An individual who is ordered to participate in a health promotion and risk reduction assessment program under subsection (2) or (4) is responsible for the costs of participating in the program.

(6) Subsections (1) and (3) do not apply to a minor participating in any of the following:

(a) An undercover operation in which the minor purchases or receives a tobacco product, vapor product, or alternative nicotine product under the direction of the minor's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.

(b) An undercover operation in which the minor purchases or receives a tobacco product, vapor product, or alternative nicotine product under the direction of the state police or a local police agency as part of an enforcement action, unless the initial or contemporaneous purchase or receipt of the tobacco product, vapor product, or alternative nicotine product by the minor was not under the direction of the state police or the local police agency and was not part of the undercover operation.

(c) Compliance checks in which the minor attempts to purchase tobacco products for the purpose of satisfying federal substance abuse block grant youth tobacco access requirements, if the compliance checks are conducted under the direction of a substance use disorder coordinating agency and with the prior approval of the state police or a local police agency.

(7) Subsections (1) and (3) do not apply to the handling or transportation of a tobacco product, vapor product, or alternative nicotine product by a minor under the terms of the minor's employment.

(8) This section does not prohibit an individual from being charged with, convicted of, or sentenced for any other violation of law that arises out of the violation of subsection (1) or (3).

Sec. 4. As used in this act:

(a) "Alternative nicotine product" means a noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. Alternative nicotine product does not include a tobacco product, a vapor product, food, or a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360fff-7.

(b) "Minor" means an individual who is less than 18 years of age.

(c) "Person who sells vapor products or alternative nicotine products at retail" means a person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products or alternative nicotine products.

(d) "Person who sells tobacco products at retail" means a person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to state sales tax.

(e) "Public place" means a public street, sidewalk, or park or any area open to the general public in a publicly owned or operated building or public place of business.

(f) "Tobacco product" means a product that contains tobacco and is intended for human consumption, including, but not limited to, a cigarette, noncigarette smoking tobacco, or smokeless tobacco, as those terms are defined in section 2 of the tobacco products tax act, 1993 PA 327, MCL 205.422, and a cigar.

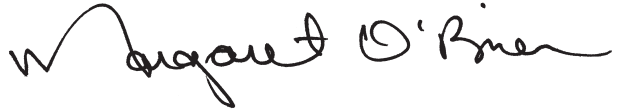
(g) "Use a tobacco product, vapor product, or alternative nicotine product" means to smoke, chew, suck, inhale, or otherwise consume a tobacco product, vapor product, or alternative nicotine product.

(h) "Vapor product" means a noncombustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or any other substance, and the use or inhalation of which simulates smoking. Vapor product includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and a vapor cartridge or other container of nicotine or other substance in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. Vapor product does not include a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360fff-7.

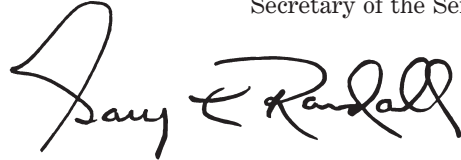
Enacting section 1. This amendatory act takes effect 90 days after the date it is enacted into law.

Enacting section 2. This amendatory act does not take effect unless Senate Bill No. 155 of the 100th Legislature is enacted into law.

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

Approved

.....
Governor

RESOLUTION #2019-22

A RESOLUTION TO SUPPORT THE “TRANSFORMING ALBION” PROJECT, UNDER A HUD ‘CHOICE NEIGHBORHOODS’ GRANT APPLICATION; AUTHORIZING TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MICHIGAN STATE UNIVERSITY’S SCHOOL OF PLANNING, DESIGN AND CONSTRUCTION FOR THE GRANT ACTIVITIES; AND AUTHORIZING A FIRM COMMITMENT OF LOCAL CASH CONTRIBUTION TO THE PLANNING PHASE OF “TRANSFORMING ALBION.”

- **Background:** The three pillars of the ‘Choice Neighborhoods’ planning grant program, made available by the U.S. Department of Housing and Urban Development are based on 1) People 2) Housing and 3) Neighborhoods. The mission of the “Transforming Albion” Project is to develop strategies that will enhance access to health, education, transportation, employment, crime-free communities, recreational activities and designs that promote the well-being of its residents. In coordination with the City of Albion and the Albion Housing Commission, Michigan State University’s School of Planning, Design and Construction will co-lead the planning and activities of the “Transformation Plan” alongside Albion residents and leaders. The “Transformation Plan” is a participatory planning process that will culminate in the development of a plan for three Albion neighborhoods (Precincts 1, 2 & 3) with goals pertaining to housing, people and neighborhoods. Residents of all ages, abilities and backgrounds will be the driving force behind this project mainly through unique engagement activities such as ‘strategic doing,’ charrette design and engagement meetings, learning opportunities and other civic engagement activities over a multi-year span. Early conversations with neighborhood residents indicate interest in potential grant ‘Action Activities’ revolving around youth activities, transportation options, and neighborhood design that improves personal safety. In addition to this *Resolution*, a *Memorandum of Understanding* between the City of Albion and Michigan State University’s School of Planning, Design and Construction sets out the principles that will guide the activities of the grant, if funded: A 3 ½ year project for \$1.3 million that encompasses both planning and action items within Albion’s Precincts 1, 2 & 3. Since the work proposed within this grant application aligns with Albion’s adopted Comprehensive Plan, support for this process is being requested in the form of local contribution. Approval for this grant submission is provided within this resolution and local contribution cash match is provided in the amount of seventeen thousand five hundred dollars (\$17,500) from the City of Albion over three years. Administrative staff recommends city approval of the *Memorandum of Understanding*, a local three-year contribution amount totaling \$17,500.00 in its support of the “Transformation Plan” planning process.

The above financial contribution will be *explicitly committed* by the City of Albion to MSU (Lead Applicant) for a multi-day National Charrette Institute (NCI) design charrette to develop a vision for the three target neighborhoods that will focus on Housing, People, and Neighborhoods. This phase of the planning effort is described more fully in the HUD grant application’s *Exhibit E. Soundness of Approach*: During the charrette, input from residents, youth, seniors, businesses, veterans, LGBTQ organizations, faith-based and civic organizations will drive the resulting vision document that will be the foundation for the *Transformation Plan*. The Transforming Albion team will utilize MSU faculty and students for data collection, summaries, meeting facilitation and designs. Albion College and other interested academic institutions will provide various assistance with the charrette process as well. The major final output will include 1) a sub-area master plan for the three target neighborhoods with proposed land use plans and detailed design alternatives for the existing and/or vacant lots in the study area for future development; 2) a connectivity plan considering multi-modal transportation modes (e.g. walking and

biking, transit network); 3) a low impact development plan to enhance community and environmental resiliency; and 4) walkable/bikeable streetscapes design with wayfinding systems and public safety components within the rights-of-way.

WHEREAS the Albion City Council hereby supports the “Transforming Albion” project under a HUD Choice Neighborhoods Planning and Action grant application and supports entering into a partnership between the City of Albion, the Albion Housing Commission, Michigan State University’s School of Planning, Design and Construction; and

WHEREAS the Albion City Council shall not seek through this grant process, to reduce the overall number of public housing units presently available in the City; and

WHEREAS any members of the Committees formed for the implementation of the activities funded under this grant shall be appointed to said committees by the City Council in the same manner as other board appointments;

THEREFORE, BE IT RESOLVED that the City of Albion hereby authorizes a local cash contribution to be explicitly committed to the lead applicant (MSU) for a multi-day neighborhood charrette planning process which will serve as the basis for the “Transforming Albion” plan, in the amount of Seventeen Thousand Five Hundred (\$17,500) Dollars over the next three years, if funded by HUD, in addition to the provision of staff time and resources; and

THEREFORE, BE IT FURTHER RESOLVED that the Albion Mayor and City Manager are authorized to sign documents related to the HUD Choice Neighborhoods grant application.

Date: June 3, 2019

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on June 3, 2019.

Jill Domingo

City Clerk