



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.

AGENDA

COUNCIL MEETING Tuesday, September 4, 2018

7:00 P.M.

Garrett Brown
Mayor

Maurice Barnes, Jr.
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

Andrew French
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. PRESENTATIONS
 - A. Healthy Babies Proclamation
 - B. Sinclair Designs & Engineering
 - C. Albion Malleable Brewing
 - D. After Hours Clinic Update-Richard Lindsay
- VI. PUBLIC HEARINGS
 - A. Sale of City Owned Property Located at 1104 Industrial Avenue
 - B. Approval of Sale of City Owned Property Located at 1104 Industrial Avenue to Sinclair Designs & Engineering
- VII. 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.)
- VIII. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
 - A. Approval Regular Session Minutes, August 20, 2018
 - B. Approval Study Session Minutes, August 27, 2018
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval for Early Sunday Sales Permit for Albion Malleable Brewing



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

- B. Request Approval for Medical Marihuana Growers License for 1100 Industrial Avenue
- C. Request Approval for Medical Marihuana Processors License for 1100 Industrial Avenue
- D. Discussion/Approval for Road Easement for 409 W, Ash Street
- E. Request Approval for \$7,086.05 for Emergency Generator Repair for Lift Station at Reiger Park
- F. Request Approval of Letter of Understanding with the City of Albion and Police Officers Association of Michigan (POAM) and Albion Command Officer's Association (ACOA) for PTO Time
- G. Request Approval of Bid for Ash Street Parking Lot Improvements Project to Mead Brothers for \$127,756.50
- X. Future Agenda Items
- XI. Motion to Excuse Absent Council Member(s)
- XII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)
- XIII. CITY MANAGER REPORT
- XIV. MAYOR AND COUNCIL MEMBER COMMENTS
- XV. CLOSED SESSION-The City Attorney requests a Closed Session under the Open Meetings Act (Section 15.268 (a), P.A. 267 of 1976, as amended) to consider the dismissal, suspension or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of a public officer, employee or staff member of individual agent, if the named person requests a Closed Hearing.
- XVI. ADJOURN

PUBLIC HEARING

CITY OF ALBION

The Albion City Council will hold a public hearing on Tuesday, September 4, 2018 at 7:00 p.m., in the City Council Chambers at City Hall, 112 W. Cass St., Albion, MI 49224, regarding the sale of City Owned Property located at 1104 Industrial Avenue.

Citizen views and comments on the proposed property sale are welcome.

City of Albion
Clerk Jill Domingo
(517) 629-7864

LETTER OF INTENT FOR PURCHASE OF INDUSTRIAL PROPERTY

Date: 06/20/2018

Type of Sale: Industrial Real-Estate

Address: 1104 Industrial Avenue, Albion MI 49224

Reference Documents:

A – Official Pre-approval letter

B – SDE Company Overview Presentation

Dear Amy,

Sinclair Designs & Engineering (SDE) intends to purchase the industrial property at 1104 Industrial Avenue, Albion, MI 49224. This document is a letter of intent only. It is not intended to be, and shall not constitute in any way, a binding or legal agreement, or impose any legal obligations.

The purpose of this letter is to summarize our discussion to date and to confirm our intentions with respect to proposed transaction.

SDE would like to offer **\$135,000.00** for the industrial property, which we have leased for almost four years. We believe that our company will continue to grow and bring more trade skill jobs to the city of Albion. The support of the AEDC has been a critical element of our success, and we thank you for mentorship that you have provided within the last few years. Please review reference B, which outlines our company's capabilities and growth since 2015.

Attached to this letter of intent is an official pre-approval letter (Reference A) from our account manager at Marshall Community Credit Union.

We fully commit to continuing this dialogue, and we look forward to the next steps.

Respectfully,

Kevin Sinclair

Kevin Sinclair 06/20/2018

AMERICAN TITLE COMPANY *of* JACKSON

In consideration of the reduced rate at which this certificate is furnished, it is understood that the information contained herein is only such as may be contained in the office of the County of Register of Deeds. It is understood that any liability for corrections or incorrectness of information furnished herein is limited to the amount paid for this search. The information contained herein should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation.

Land in the City of Albion	<u>DESCRIPTION OF REAL ESTATE</u>	Calhoun County, Michigan
----------------------------	-----------------------------------	--------------------------

Lot 13, Industrial Park Subdivision, according to the recorded plat thereof, as recorded in Liber 16 of Plats, Page 39, Calhoun County Records.

1104 INDUSTRIAL AVE, ALBION, MI 49224

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, AND TAXES

Fee Simple

Owner: CITY OF ALBION, A MUNICIPAL CORPORATION

1. Non Alienation Agreement as evidenced by instrument recorded in Liber 1301, Page 442 and in Liber 1300, Page 19, Calhoun County Records.
2. Subject to liens for any tax and/or assessment which become due and payable on or after the effective date of this title search.
3. 2018 summer taxes are exempt
 2017 winter taxes are exempt
 All previous taxes paid. Computer # 51-006-463-00
 2018 SEV: exempt 2018 TAXABLE VALUE: exempt
 School District: Marshall
 2018 Principal Residence Exemption: 0 %
 NOTE: The Principal Residence Exemption status shown above is for informational purposes only, the accuracy of which is neither guaranteed nor insured.
 SPECIAL ASSESSMENTS: AND UTILITIES: UNAVAILABLE FOR EXAMINATION
4. PERSONAL PROPERTY TAXES NOT EXAMINED.

-----SEE SUPPLEMENTAL PAGE ONE ATTACHED-----

Effective Date: July 2, 2018 @8:00 a.m.
 Jackson, Michigan

American Title Company of Jackson
 For examining questions call: Linda Curtis

By: _____



Authorized Signature

5. NOTE: If property is deemed commercial and/or contains assessed personal property located on same, contact American Title Company of Jackson with the name of the business located on said property, so that adequate personal property tax information can be obtained.
6. No liability is assumed by the Company for Tax Increases occasioned by retroactive revaluation or changes in land usage or loss of any homestead exemption status for the insured premises.

AMERICAN TITLE COMPANY
of JACKSON

Invoice No.:

File No.: TS-167279

Date: July 17, 2018

TO: ALBION ECONOMIC DEVELOPMENT CORPORATION
ATTN: AMY DEPREZ
1002 N EATON ST, P.O. BOX 725
Albion, MI 49224

RE: ALBION ECONOMIC DEVELOPMENT CORPORATION
1104 INDUSTRIAL AVE, ALBION, MI 49224

	<u>Premium</u>
TITLE SEARCH	\$250.00
Total	\$250.00

THANK YOU FOR YOUR BUSINESS

AMERICAN TITLE
COMPANY OF JACKSON
Privacy Statement

American Title Company of Jackson respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains American Title Company of Jackson privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. American Title Company of Jackson follows the privacy practices described in this Privacy Statement and, depending on the business performed, American Title Company of Jackson may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance companies, agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, American Title Company of Jackson's current policy is to maintain customers' Personal Information for no less than the state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Ronald L. Ellison
American Title Company of Jackson
280 W Cortland Street
Jackson MI 49201

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

City of Albion
Council Session Minutes
August 20, 2018

I. CALL TO ORDER

Mayor Brown 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: Maurice Barnes (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5) and Mayor Brown.

ABSENT: Council Member Andrew French (6)

STAFF PRESENT:

Scott Kipp, Interim City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Jim Lenardson, Director of Public Services and John Tracy, Director of Planning, Building & Code Enforcement.

Mayor Brown asked for a motion to change the following items on the agenda:

1. Remove Presentation-Sinclair Designs & Engineering
2. Remove 2nd Reading and Adoption of Council Rules & Procedures
3. Add Announcement of City Manager Candidates

Spicer moved, Brown supported, CARRIED, To Make the Above Changes to the Agenda. (6-0, vv)

V. PRESENTATIONS

A. Proclamation for Corporal Patrick Hanlon Day

Mayor Brown read aloud the Proclamation for Corporal Patrick Hanlon Day and presented to America Legion members present at the meeting.

Comments were received from John Geyer.

VI. PUBLIC HEARINGS-None

VII. 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 Dave Atchison, 108 W. Erie St and Eric Tobin, 409 W. Ash St.

VIII. CONSENT CALENDAR (vv) (Items on Consent Calendar are voted on as one unit)

A. Approval Regular Session Minutes, August 6, 2018

B. Approval Special Session Minutes, August 13, 2018

Council Member Barnes asked to have the Approval of Regular Session Minutes, August 6, 2018 added to Items for Individual Discussion-Item F.

Council Member Barnes asked to have the Approval of Special Session Minutes, August 13, 2018 added to Items for Individual Discussion-Item G.

IX. ITEMS FOR INDIVIDUAL DISCUSSION

A. Announcement of City Manager Candidates

Mayor Brown read aloud the Press Release for City Manager Candidates identifying the following four candidates for final interviews:

- Megan J. Duffy – Director of Internal Auditing (former) – City of Savannah, GA
- Patrick T. Reagan – City Manager – City of Crystal Falls, MI
- LaTonya R. Rufus – Director of Planning and Development (former) – City of Harvey, Ill
- Jeffrey D. Watson – Community Services Manager – City of Federal Way, WA

- A Public Forum is scheduled for September 14, 2018 at 4:30 pm at the Ludington Center in downtown Albion, 101 N. Superior Street, Albion, MI 49224. The event is open to the public and citizens are encouraged to attend. Comment and questions cards will be available to the public, if they would like to provide feedback to City Council or suggested questions for the City to consider asking during the Public Forum.

- The following morning, at 8:00 am, City Council will have a Special Council meeting at the Albion City Hall, 112 W. Cass Street, Albion, MI

49224, to review feedback from the Public Forum and conduct formal interviews of the candidates.

- B. Request 2nd Reading & Adoption of Ordinance # 2018-07, An Ordinance to Provide a Process for the Sale of Surplus Real Property and to Create Section 1-27 of the Albion Code of Ordinances

Comments were received from City Attorney Harkness.

Spicer moved, Reid supported, CARRIED, To Approve 2nd Reading & Adoption of Ordinance # 2018-07, An Ordinance to Provide a Process for the Sale of Surplus Real Property and to Create Section 1-27 of the Albion Code of Ordinances as presented. (6-0, rcv)

- C. Request Approval for \$5,580.00 to Kennedy Industries for Emergency Pump

Comments were received from Council Member Barnes; Interim City Manager Kipp and Director of Public Services Lenardson.

Barnes moved, Brown supported, CARRIED, To Approve \$5,580.00 to Kennedy Industries for Emergency Pump as presented. (6-0, rcv)

- D. Request Approval for \$7,300.00 to Seven Brothers Painting for Add-On's for Painting the Water Tower

Comments were received from Council Member Barnes; Mayor Brown; Interim City Manager Kipp and Director of Public Services Lenardson.

Barnes moved, Brown supported, CARRIED, To Approve \$7,300.00 to Seven Brothers Painting for Add-On's for Painting the Water Tower as presented. (6-0, rcv)

- E. Discussion Ethics Ordinance

Mayor Brown would like to set a study session date to discuss the Ethics Ordinance. The suggested dates are Monday, August 27, 2018 or Thursday, August 30, 2018 at 6:30 p.m. He will follow up with Council Members to identify which date works best.

- F. Approval of Regular Session Minutes, August 6, 2018

Brown moved, Spicer supported, CARRIED, to Approve Regular Session Minutes, August 6, 2018 as presented. (6-0, vv)

- G. Approval of Special Session Minutes, August 13, 2018

Council Member Barnes stated he was present for roll call for the August 13, 2018 Special Meeting. He cited privilege which is an undebatable motion and left the meeting at 7:30 p.m. He stated that he should be excused as he was present at the start of the meeting and participating for an hour of the meeting. There is currently no definition for attendance in either the Charter or Council Rules & Procedures. He stated we needed clarity on attendance.

Mayor Brown stated that clarity was needed pertaining to the definition of attendance. If something is not included in the Council Rules & Procedures, the Council defers to Roberts Rules of Order. Privilege is generally used for Council Members that are ill and need to leave the meeting or may need to step out of the meeting. He stated one suggestion made by Attorney Smith is to have two rolls-one at the beginning of the meeting and one at the end. State statute sets Council salary's but does not include anything pertaining to attendance.

City Attorney Harkness stated there is nothing in the City Charter or State statute clarifying attendance. The Council needs to clarify attendance and what is considered absent through either the Council Rules & Procedures or the Ethics Ordinance.

Spicer moved, Brown supported, CARRIED, to Approve Special Session Minutes, August 13, 2018 as presented. (6-0, vv)

X. Future Agenda Items

The following items were requested for the next agenda:

Council Member Brown asked to have property at 409 W. Ash St

City Attorney Harkness asked for the City Attorney Evaluation

Council Member Spicer asked for update of out of date City Ordinances

Mayor Brown asked for Council Members to return City Attorney evaluations to him by Wednesday, August 29, 2018 to discuss in Closed Session at the September 4, 2018 City Council meeting.

City Attorney Harkness stated he has been working with Director of Planning, Building & Code Enforcement Tracy on the sign ordinance. He is willing to work with Council on any issues with specific ordinances.

XI. Motion to Excuse Absent Council Member (s)

Barnes moved, Lawler supported, CARRIED, to Excuse Absent Council Member Andrew French (6). (6-0, vv)

XII. 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 Dave Atchison, 108 W. Erie St; Elizabeth Craig, 802 Austin Avenue; LaVada Weeks, 917 Luther Dr and Eric Tobin, 409 W. Ash St.

XIII. CITY MANAGER REPORT-None

XIV. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Members Barnes, Lawler and Spicer; Mayor Brown; City Attorney Harkness and Interim City Manager Kipp.

XV. ADJOURNMENT

Brown moved, Spicer supported, CARRIED, to ADJOURN Regular Council Session. (6-0, vv).

Mayor Brown adjourned the Regular Session at 7:52 p.m.

Date

Jill Domingo
City Clerk

City of Albion
Study Session
August 27, 2018 Minutes

I. CALL TO ORDER

Mayor Brown called the meeting to order at 6:30 p.m.

II. ROLL CALL

PRESENT:

Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5) and Andrew French (6) and Mayor Brown. Council Member Barnes (1) arrived at 6:57 p.m.

STAFF PRESENT:

Scott Kipp, Interim City Manager, Cullen Harkness, City Attorney and Jill Domingo, City Clerk.

III. ITEMS FOR INDIVIDUAL DISCUSSION

A. Ethics Ordinance

City Attorney Harkness stated he provided the Council with three ethics ordinances from the City of Charlotte, City of Battle Creek and City of Hamtramck. Each of the ordinance provided have varying degrees of detail. The ordinances provided basically follow the MML outline for ethics. The pillars of each of the ordinances are 1. Disclosure of conflicts of interest 2. Avoiding conflicts of interest 3. Maintaining impartiality 4. Incompatible employment and 5. Improper use of position. Council will need to determine if the ordinance should apply to Council only, Council & Boards & Commission members or to Council, Boards & Commissions members and City staff. The Council may include penalties for violations. City Attorney Harkness recommends a using a progressive scale for violations. The Council would provide self-governance and would determine if a violation occurs and what the sanction would be. City Attorney recommended to identify penalties in advance so each occurrence is treated the same way.

Questions/Comments from the Council were as follows:

- Who should the ordinance apply to? *Council determined the ordinance should apply to Council and Boards & Commission members. A review of the City's policies will be done to ensure compliance with this ordinance.*

- Would it be a majority or super majority vote of the Council to determine if a Council Member has violated the ethics ordinance? *The Council would make this determination.*
- Can the ordinance include Council, Boards & Commission members and City staff in one ordinance? *It would be a single ordinance with multiple sections.*
- City staff should not be included in the ordinance as they report to the City Manager and not the Council. If staff were included, it would need to be discussed with the Union's business agents.
- There are policies currently in place for all City employees.
- The need for this ordinance is to deal with what is going on with the Council and should not include City employees.
- Would the sanction for apply to each incident in a meeting or just one sanction per meeting?
- Who would handle a Charter violation? *The County Prosecutor*
- Council can determine the severity of the punishment for a violation. It may be a civil infraction with an increased fine or can also be a misdemeanor.
- Both civil infractions and misdemeanors can be appealed in court
- Ordinance and penalties may allow for bias against Council members

Items Council would like to see incorporated in the Ordinance are as follows:

- *Independence of Boards and Commissions*
- *Properly treat confidential information*
- *Acting in the public interest*
- *Respect for the process*
- *Use of public resources*
- *Representation of private interests*
- *Policy role of members*
- *Positive workplace environment*
- *Compliance and enforcement*
- *Penalties*
- *Process-use of public hearing process*
- *Penalties would apply per meeting*
- *Appropriate representation of the City*
- *Comply with applicable law*
- *Implementation*
- *Non-discrimination and sexual harassment including reporting and penalty*

City Attorney Harkness will draft the ordinance for Council review based on items that were discussed.

Comments were received from Council Members Spicer, Reid, French, Barnes and Brown; Mayor Brown; Interim City Manager Kipp and Attorney Harkness.

- IV. 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 Shawna Gamble, 618 N. Ann St.

- V. ADJOURNMENT

Lawler moved, Spicer supported, CARRIED, to ADJOURN Study Session. (7-0, vv).

Mayor Brown adjourned the Study Session at 8:00 p.m.

Date

Jill Domingo
City Clerk

Jill Domingo

From: Scott Kipp
Sent: Friday, August 17, 2018 11:41 AM
To: Jill Domingo
Cc: Cullen Harkness
Subject: FW: Malleable Sunday Morning Permit Request

Albion Malleable Brewery would like to make a presentation to council on 9/4/18 and to request approval of an early Sunday sales permit.

Chief Scott Kipp
Interim City Manager
Albion Public Safety
112 W Cass St
Albion, MI 49224
517-629-2473



All e-mail to/from this account is subject to official review and is for official use only. Action may be taken in response to any inappropriate use of the City of Albion e-mail system. This e-mail may contain information that is privileged, law enforcement sensitive, or subject to other disclosure limitations. Such information is loaned to you and should not be further disseminated without the permission of the City of Albion. If you have received this e-mail in error, do not keep, use, disclose, or copy it; notify the sender immediately and delete it.

From: Benjamin Wade [mailto:ben@albionmalleable.com]
Sent: Friday, August 17, 2018 11:34 AM
To: Scott Kipp <skipp@cityofalbionmi.gov>
Subject: Malleable Sunday Morning Permit Request

Scott -

Thanks for taking a moment to chat this morning. To reiterate the request we are asking of city council, we would like to apply to the state liquor control commission for a Sunday morning permit to allow us to open earlier than noon on Sunday. Our objective is to be able to begin offering breakfast or brunch events, and as a manufacturer of beer we cannot open for food only.

Some points of interest I will inform the council on as part of our update: we are actually a food forward business - about 65-70% of our revenue is coming from food sales. We'd like to have the ability to expand our options with some morning events. We do not initially plan on expanding our hours routinely, but would like to do specials such as during the upcoming Festival of the Forks, Homecoming, and Festival for Humanity event weekends when demand is highest.

Let me know if you have any questions or need any additional information.

Ben

--

Ben Wade
Chief Brewing Officer (CBO)

Albion Malleable Brewing Company
ben@albionmalleable.com
517.945.3735

Monday, August 20, 2018

City Council, Mayor, City Clerk, City Attorney
112 W. Cass St.
Albion, MI 49224

Re: City Road Easement adjacent to 409 W Ash Street

Dear Councilperson and City Manager,

We are interested in acquiring the city property (Road Easement) adjacent to 409 W. Ash and thus would like to petition the council to hold a hearing to abandon the road easement. We would like to combine it to our residence at 409 w Ash. This property was held if the city ever wanted to extend Ann Street South of Ash Street. To do this the city needs to simply hold a hearing and abandon the road easement, just like you would for an ally. The adjacent properties to the east and west would get an equal share of the property. If one of the adjacent property owners did not want the extra land then the other property owner would get first right of refusal. Since the adjacent property owner to the West is again the city I would think that they city would not be interested in maintaining that extra property, so again we would be interested in that whole section.

We would be willing to pay \$1.00 to acquire the property if that is necessary in the process, but having served as a Road Commissioner for Calhoun County, this was never really a financial transaction like an active parcel the City owns. Currently the city is maintaining this small strip of land and mowing it. This would add more land to the tax roles and save the city expense in maintaining and mowing an unusable lot. We have requested this earlier, original in 2013, but never heard a response back due to all the turnover between Dan and Kevin and then Sheryl wanted to wait till the charter changed.

If we can agree to do this, we will begin maintaining the property and work to combine the property once the hearing is concluded. I have attached a map of the property for your review.

Please respond at as soon as you are able so that we can begin process of setting a hearing date. Again we have been waiting to do this since 2013/2014 before Mr. Simms had his request in.

Respectfully,

Eric and Chris Tobin



Calhoun GIS



Map Publication:

08/20/2018 5:06 PM



powered by
FetchGIS 

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Calhoun County expresses no warranty for the information displayed on this map document.



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO
PREVIEW
REMIT TO:#774494 4494 Solutions Center Chicago,IL 60677-4004

BILL TO

ALBION, CITY OF
112 W CASS ST
ALBION, MI 49224-1731

OWNER

REIGER PK
ERIE ST.
ALBION, MI 49224-
KENT PHILLIPS - 517 699-3011

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
			43KW		GENERAC
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
197214		01-AUG-2018	2102276		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
282215					RIEGER PK

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 2102276

COMPLAINT KENT CALLED 517-630-1007 THE EMERGENCY GENERATOR AT LIFT STATION
RIEGER PK THE STARTER IS NOT ENGAGING.

CAUSE RING GEAR TEETH DAMAGED

CORRECTION *** DISCOUNTED MILEAGE AND DID NOT CHARGE OVERTIME RATES ***

DROVE TO SITE, WHILE CHECKING BATTERY VOLTAGE HAD CUSTOMER ATTEMPT TO START THE UNIT. THE STARTER WAS SPINNING BUT THE DRIVE WAS NOT ENGAGING INTO THE RING GEAR. DISABLED THE UNIT FROM STARTING AND SHUT DOWN BATTERY CHARGER AND REMOVED NEGATIVE LEAD FROM BATTERY. REMOVED THE STARTER AND FOUND THE RING GEAR GROUND OUT FROM THE STARTER. BARRED THE ENGINE OVER SLIGHTLY AND REINSTALLED THE STARTER. PUT THE UNIT BACK INTO OPERATION AND STARTED THE UNIT. SHOWED THE MAINTENANCE MAN HOW TO BAR IT OVER AGAIN INCASE IT LANDS THERE WHEN NEEDED. WILL ORDER A NEW RING GEAR AND STARTER AND REPLACE WHEN IT COMES IN.

RANDY & TYLER RETURNED ON 8/13/18 DISABLE BATTERY CHARGER DISCONNECT BATTERY UNPLUG BLOCK HEATER DRAIN COOLANT AND OIL REMOVE ENGINE FROM GENERATOR END. REPLACE FLYWHEEL REINSTALL ENGINE TO GENERATOR END REPLACE STARTER REFILL COOLANT WITH NEW COOLANT, REFILL OIL WITH NEW OIL. RECONNECT BATTERY AND REENABLE BATTERY CHARGER, PLUG IN BLOCK HEATER. START AND RUN UNIT AND INSPECT FOR LEAKS ALL OK.

COVERAGE THANK YOU FOR USING CUMMINS
CUSTOMER BILLABLE

1	1	OD5418	STARTER	NSPART4	1,219.98	1,219.98
1	1	OG6380	FLYWHEEL ASSY.	NSPART4	1,761.46	1,761.46
1	1	FREIGHT	FREIGHT	FREIGHT	192.90	192.90

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

PARTS AND/OR SERVICE AGREEMENT TERMS AND CONDITIONS

These Parts and/or Service Agreement Terms and Conditions, together with the Quote and/or Invoice on the front side are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote and/or Invoice ("Customer") and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall supply the parts ('Parts') and/or perform the maintenance and/or repair ('Service') on the equipment identified in the Quote and/or Invoice. No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing.

2. PAYMENT TERMS. Unless otherwise provided for in this Agreement and subject to credit approval, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit, as determined by Cummins, payments are due in advance or at the time of the sale or Service. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy under statute, Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Customer agrees to pay all costs of collection and attorneys' fees for any late payments.

3. DELIVERY. F.O.B. shipping point, unless otherwise stated in this Agreement. Charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Cummins' responsibility for any products sold ceases at the time of delivery to a freight carrier.

4. DELAYS. Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control including, but not limited to, acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, delays in transportation, fuel or materials, accidents, embargos, or labor disputes.

5. WARRANTY AND PROCEDURE.

New Cummins Parts, Components, and Accessories: The standard warranty of Cummins (or other manufacturers) for new parts, accessories and components will apply. In the event of defect of such items, only manufacturer's warranty will apply. Copies of the warranty are available upon request.

Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer the warranties of other manufacturers' exchange components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply. Copies are available upon request.

Rebuilt Exchange Components: Cummins rebuilt exchange components will be free from defects in material and workmanship in accordance with Cummins' standard warranty which is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component. Cummins warrants any rebuilt exchange (DX) cylinder heads to be free from defects in material or workmanship under normal use and service for a period of three months from the date of sale to the first retail purchaser or 25,000 miles, whichever first occurs.

General Service Work: Cummins warrants repair work to be free from defects in workmanship under normal use and service for three months or 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship, Cummins' obligation shall be limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New Parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts.

Used Equipment and Materials: Equipment and materials are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used equipment and materials before completing the purchase.

The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor. Cummins' complete liability for any failures resulting from improper workmanship performed by Cummins, and the Customer's exclusive remedy are limited to correction of improperly performed workmanship at the expense of Cummins. If Cummins determines, in its sole discretion, that it is impractical to remedy defects by service or repair, Cummins may refund part of the purchase price attributable to the defective service or repair paid by the Customer, and such refund shall be the sole and exclusive remedy for any such claim. This is the sole warranty with regard to service or repairs performed by Cummins.

6. LIMITATIONS ON WARRANTIES AND REMEDIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTS AND/OR SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

8. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

9. ASSIGNMENT. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

10. CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

11. REFUNDS/CREDITS. All Parts returned to Cummins for credit must be in saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins. Items not included are: chemicals, electronics control modules, electrical components, gaskets, literature, open or resealed kits, paint, rubber parts, sensors, service tools and software.

12. DISPOSITION OF PARTS. All Parts replaced by Cummins as a result of making repairs covered by any warranty or for which claims will be presented to the manufacturer shall become the property of Cummins. All other products replaced in making repairs, unless otherwise a condition of the sale or unless Customer requests and removes promptly at the time products are delivered, shall become the property of Cummins. Any materials left on the premises of Cummins after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ADDITIONAL CHARGES. In carrying out the Services, Cummins may incur additional charges which will be passed on to the Customer as applicable.

15. INDEMNIFICATION. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, 'Losses'), subject to the Limitations on Remedies, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO
PREVIEW
REMIT TO:#774494 4494 Solutions Center Chicago,IL 60677-4004

BILL TO

ALBION, CITY OF
112 W CASS ST
ALBION, MI 49224-1731

OWNER

REIGER PK
ERIE ST.
ALBION, MI 49224-
KENT PHILLIPS - 517 699-3011

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
			43KW		GENERAC
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
197214		01-AUG-2018	2102276		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
282215					RIEGER PK

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		2102276					
6		6	80251GL	5/8" SILIC HEAT HOS	E1-DAYCO	8.18	49.08
			ORDERED ITEM	5/8SIL E1-RACOR			
6		6	CC2825	ES COMP EG	FLG	11.78	70.68
5		5	797578	PC 10W30 6/1 QT	E1-VALVOLINE	5.81	29.05
PARTS:							3,323.15
PARTS COVERAGE CREDIT:							0.00CR
TOTAL PARTS:							3,323.15
SURCHARGE TOTAL:							0.00
LABOR:							3,065.40
LABOR COVERAGE CREDIT:							0.00CR
TOTAL LABOR:							3,065.40
TRAVEL:							310.00
TRAVEL COVERAGE CREDIT:							0.00CR
TOTAL TRAVEL:							310.00
MISC.:							387.50
MISC. COVERAGE CREDIT:							0.00CR
TOTAL MISC.:							387.50
HAZ WASTE DISPOSAL							100.00
SHOP SUPPLIES							150.00
ROAD MILEAGE FS PG							137.50
TAX EXEMPT NUMBERS:							
LOCAL							0.00

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

PARTS AND/OR SERVICE AGREEMENT TERMS AND CONDITIONS

These Parts and/or Service Agreement Terms and Conditions, together with the Quote and/or Invoice on the front side are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote and/or Invoice ("Customer") and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply the parts ('Parts') and/or perform the maintenance and/or repair ('Service') on the equipment identified in the Quote and/or Invoice. No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing.

2. **PAYMENT TERMS.** Unless otherwise provided for in this Agreement and subject to credit approval, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit, as determined by Cummins, payments are due in advance or at the time of the sale or Service. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy under statute, Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Customer agrees to pay all costs of collection and attorneys' fees for any late payments.

3. **DELIVERY.** F.O.B. shipping point, unless otherwise stated in this Agreement. Charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Cummins' responsibility for any products sold ceases at the time of delivery to a freight carrier.

4. **DELAYS.** Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control including, but not limited to, acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, delays in transportation, fuel or materials, accidents, embargos, or labor disputes.

5. WARRANTY AND PROCEDURE.

New Cummins Parts, Components, and Accessories: The standard warranty of Cummins (or other manufacturers) for new parts, accessories and components will apply. In the event of defect of such items, only manufacturer's warranty will apply. Copies of the warranty are available upon request.

Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer the warranties of other manufacturers' exchange components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply. Copies are available upon request.

Rebuilt Exchange Components: Cummins rebuilt exchange components will be free from defects in material and workmanship in accordance with Cummins' standard warranty which is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component. Cummins warrants any rebuilt exchange (DX) cylinder heads to be free from defects in material or workmanship under normal use and service for a period of three months from the date of sale to the first retail purchaser or 25,000 miles, whichever first occurs.

General Service Work: Cummins warrants repair work to be free from defects in workmanship under normal use and service for three months or 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship, Cummins' obligation shall be limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New Parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts.

Used Equipment and Materials: Equipment and materials are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used equipment and materials before completing the purchase.

The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor. Cummins' complete liability for any failures resulting from improper workmanship performed by Cummins, and the Customer's exclusive remedy are limited to correction of improperly performed workmanship at the expense of Cummins. If Cummins determines, in its sole discretion, that it is impractical to remedy defects by service or repair, Cummins may refund part of the purchase price attributable to the defective service or repair paid by the Customer, and such refund shall be the sole and exclusive remedy for any such claim. This is the sole warranty with regard to service or repairs performed by Cummins.

6. LIMITATIONS ON WARRANTIES AND REMEDIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTS AND/OR SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

8. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

9. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

10. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

11. **REFUNDS/CREDITS.** All Parts returned to Cummins for credit must be in saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins. Items not included are: chemicals, electronics control modules, electrical components, gaskets, literature, open or resealed kits, paint, rubber parts, sensors, service tools and software.

12. **DISPOSITION OF PARTS.** All Parts replaced by Cummins as a result of making repairs covered by any warranty or for which claims will be presented to the manufacturer shall become the property of Cummins. All other products replaced in making repairs, unless otherwise a condition of the sale or unless Customer requests and removes promptly at the time products are delivered, shall become the property of Cummins. Any materials left on the premises of Cummins after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ADDITIONAL CHARGES.** In carrying out the Services, Cummins may incur additional charges which will be passed on to the Customer as applicable.

15. **INDEMNIFICATION.** Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, 'Losses'), subject to the Limitations on Remedies, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.



Payment terms are 30 days from invoice date unless otherwise
agreed upon in writing. Remit to:
#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO
PREVIEW
REMIT TO:#774494 4494 Solutions Center Chicago,IL 60677-4004

BILL TO

ALBION, CITY OF
112 W CASS ST
ALBION, MI 49224-1731

OWNER

REIGER PK
ERIE ST.
ALBION, MI 49224-
KENT PHILLIPS - 517 699-3011

PAGE 3 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
			43KW		GENERAC
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
197214		01-AUG-2018	2102276		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
282215					RIEGER PK

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		2102276					

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE
BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 7,086.05

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 7,086.05

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

PARTS AND/OR SERVICE AGREEMENT TERMS AND CONDITIONS

These Parts and/or Service Agreement Terms and Conditions, together with the Quote and/or Invoice on the front side are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote and/or Invoice ("Customer") and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply the parts ('Parts') and/or perform the maintenance and/or repair ('Service') on the equipment identified in the Quote and/or Invoice. No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing.

2. **PAYMENT TERMS.** Unless otherwise provided for in this Agreement and subject to credit approval, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit, as determined by Cummins, payments are due in advance or at the time of the sale or Service. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy under statute, Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Customer agrees to pay all costs of collection and attorneys' fees for any late payments.

3. **DELIVERY.** F.O.B. shipping point, unless otherwise stated in this Agreement. Charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Cummins' responsibility for any products sold ceases at the time of delivery to a freight carrier.

4. **DELAYS.** Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control including, but not limited to, acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, delays in transportation, fuel or materials, accidents, embargos, or labor disputes.

5. WARRANTY AND PROCEDURE.

New Cummins Parts, Components, and Accessories: The standard warranty of Cummins (or other manufacturers) for new parts, accessories and components will apply. In the event of defect of such items, only manufacturer's warranty will apply. Copies of the warranty are available upon request.

Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer the warranties of other manufacturers' exchange components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply. Copies are available upon request.

Rebuilt Exchange Components: Cummins rebuilt exchange components will be free from defects in material and workmanship in accordance with Cummins' standard warranty which is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component. Cummins warrants any rebuilt exchange (DX) cylinder heads to be free from defects in material or workmanship under normal use and service for a period of three months from the date of sale to the first retail purchaser or 25,000 miles, whichever first occurs.

General Service Work: Cummins warrants repair work to be free from defects in workmanship under normal use and service for three months or 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship, Cummins' obligation shall be limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New Parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts.

Used Equipment and Materials: Equipment and materials are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used equipment and materials before completing the purchase.

The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor. Cummins' complete liability for any failures resulting from improper workmanship performed by Cummins, and the Customer's exclusive remedy are limited to correction of improperly performed workmanship at the expense of Cummins. If Cummins determines, in its sole discretion, that it is impractical to remedy defects by service or repair, Cummins may refund part of the purchase price attributable to the defective service or repair paid by the Customer, and such refund shall be the sole and exclusive remedy for any such claim. This is the sole warranty with regard to service or repairs performed by Cummins.

6. LIMITATIONS ON WARRANTIES AND REMEDIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTS AND/OR SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

8. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

9. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

10. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

11. **REFUNDS/CREDITS.** All Parts returned to Cummins for credit must be in saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins. Items not included are: chemicals, electronics control modules, electrical components, gaskets, literature, open or resealed kits, paint, rubber parts, sensors, service tools and software.

12. **DISPOSITION OF PARTS.** All Parts replaced by Cummins as a result of making repairs covered by any warranty or for which claims will be presented to the manufacturer shall become the property of Cummins. All other products replaced in making repairs, unless otherwise a condition of the sale or unless Customer requests and removes promptly at the time products are delivered, shall become the property of Cummins. Any materials left on the premises of Cummins after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ADDITIONAL CHARGES.** In carrying out the Services, Cummins may incur additional charges which will be passed on to the Customer as applicable.

15. **INDEMNIFICATION.** Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, 'Losses'), subject to the Limitations on Remedies, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ALBION, THE ALBION DEPARTMENT OF PUBLIC SAFETY
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN,
ALBION PUBLIC SAFETY OFFICER'S ASSOCIATION

THIS LETTER OF UNDERSTANDING, dated this 21st day of August, 2018 is executed between the City of Albion and the Albion Department of Public Safety (hereinafter collectively referred to as the "Employer"), and the Police Officers Association of Michigan and the Albion Public Safety Officer's Association (hereinafter referred to as "Union".)

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement that covers from October 1st, 2017 to December 31st, 2020; and

WHEREAS, the collective bargaining agreement addresses certain terms and conditions for vacation/ Paid Time Off (PTO); and

WHEREAS, the parties desire to modify the language to allow a transferring employee from the Albion Command Officer's Association (ACOA) to the Union be eligible to remain on PTO and have a GAP Bank accumulation of 960 hours. Any employee within the Union can also have the option to convert to PTO.

NOW THEREFORE, IT IS HEREBY AGREED:

The language under ARTICLE XIII, Section 2. Vacation Pay, specifies that an employee within the Union who was hired before January 1, 2013, who is under vacation/ sick time can have the option to transfer to PTO. Any employee who transfers to the Union from Albion Command Officers Association (ACOA) can also have the option to transfer to PTO.

The language under ARTICLE XIII, Section 2. Vacation Pay, shall be amended to include:

Any employee within the bargaining unit hired before January 1, 2013 can have the option to convert to the Paid Time Off agreement (PTO) within the Union.

Any employee who transfers to the Union from the Albion Command Officers Association (ACOA) can have the option to convert to the PTO agreement within the Union.

Any employee hired before January 1, 2013 may have a maximum GAP bank accumulation of 960 hours.

Any employee hired before January 1, 2013 will have all sick time in sick time bank converted to PTO GAP Bank for up to 480 hours. If the employee has a sick time bank or previous GAP Bank above 480 hours, the employee can have up to, not more than 960 total hours of time in the PTO GAP Bank. If the employee goes below 480 hours in the PTO GAP Bank, the employee shall not be able to gain more than 480 hours in the PTO GAP Bank.

Any employee hired before January 1, 2013 who is leaving the City through retirement, excluding deferred retirement, will be paid on the existing bi-weekly schedule, or in one lump sum, at the sole discretion of the employer, for a maximum of nine hundred and sixty (960) hours of unused time off which then remain to his credit at the rate of sixty-five (65%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit. This payout will not be used in the employee's FAC calculation and will be issued in a separate check.

The City will provide long term disability to employees hired before January 1, 2013.

Any employee who transfers to the Union from the ACOA will not lose any PTO time upon transferring to the Union.

An employee will have a one-time irrevocable selection to convert from vacation/ sick to PTO.

All additional language, terms and conditions shall remain the same.

Police Officer's Association of Michigan /

City of Albion

Albion Public Safety Officer's Association

Gregg Allgeier

Business Agent

Garrett Brown

Mayor

 08-21-18

Tyler Collins

Union President

Scott Kipp

Interim City Manager

 08/21/18

 8/21/18

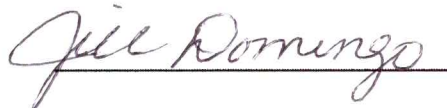
Eric Chard

Vice President

Jill Domingo

City Clerk

 8/27/18

 8-27-18



August 28, 2018

City of Albion
112 W. Cass Street
Albion, MI 49224

Attention: Mr. Jim Lenardson, Director of Public Services

RE: ASH STREET PARKING LOT IMPROVEMENTS PROJECT

Dear Jim:

I have reviewed and tabulated the bids received for the above referenced project and have found Mead Bros. Excavating, Inc. to be the low, responsive bidder in the amount of \$127,756.50. I recommend the City award the Construction Contract for this project to Mead Bros. Excavating, Inc. in said amount at the next regular meeting scheduled for September 4, 2018. The award should be subject to concurrence by USDA Rural Development. By copy of this letter, I am requesting concurrence in the award from Rural Development. I have enclosed a copy of the bid tabulation for your use.

If you have any questions concerning this matter, please feel free to call me.

Very truly yours,

WIGHTMAN & ASSOCIATES, INC.

Mickey E. Bittner, P.E.
mbittner@gowightman.com
269.692.9338

Enclosure

Cc w/encl.: Mr. Scott Kipp, Interim City Manager (via email)
Ms. Lisa Epple, Rural Development, Watervliet (via email)
Mr. Andy Granskog, P.E., Rural Development, East Lansing (via email)

BENTON HARBOR

A 2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
o 269.927.0100

ALLEGAN

A 1670 LINCOLN ROAD (M-40)
ALLEGAN, MI 49010
o 269.673.8465

PORTAGE

A 9835 PORTAGE ROAD
PORTAGE, MI 49002
o 269.327.3532

GOWIGHTMAN.COM

PROJECT: Ash Street Parking Lot Improvements Project
OWNER: City of Albion
BID OPENING: August 28, 2018

No.	Description	Qty.	Unit	Mead Bros. Excavating, Inc. Springport, MI		Concord Ex. & Grading, Inc. Concord, MI		Cross Lake Const., Inc. Horton, MI		Bailey Excavating, Inc. Jackson, MI		C&D Hughes, Inc. Charlotte, MI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control	1	LS	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00
2	Mobilization, Max. \$10,000	1	LS	6,800.00	6,800.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
3	Site Grading	1	LS	12,000.00	12,000.00	5,500.00	5,500.00	9,800.00	9,800.00	16,500.00	16,500.00	35,000.00	35,000.00
4	Tree, Rem, 6 inch to 18 inch	2	Ea	500.00	1,000.00	500.00	1,000.00	800.00	1,600.00	350.00	700.00	500.00	1,000.00
5	Subgrade Undercutting, Type II	50	Cyd	10.00	500.00	10.00	500.00	18.00	900.00	25.00	1,250.00	20.00	1,000.00
6	Subbase, CIP	485	Cyd	20.00	9,700.00	17.75	8,608.75	16.00	7,760.00	17.25	8,366.25	25.00	12,125.00
7	Aggregate Base, 6 inch	1,450	Syd	4.00	5,800.00	5.20	7,540.00	7.50	10,875.00	7.70	11,165.00	12.00	17,400.00
8	HMA, 13A	175	Ton	87.50	15,312.50	115.00	20,125.00	125.00	21,875.00	105.00	18,375.00	115.00	20,125.00
9	HMA, 36A	130	Ton	101.50	13,195.00	120.00	15,600.00	132.00	17,160.00	125.00	16,250.00	120.00	15,600.00
10	HMA Surface, Rem	1,380	Syd	3.50	4,830.00	5.00	6,900.00	3.00	4,140.00	3.75	5,175.00	8.00	11,040.00
11	Pavt, Rem	60	Syd	6.00	360.00	10.00	600.00	8.00	480.00	9.10	546.00	50.00	3,000.00
12	Sidewalk, Rem	60	Syd	8.00	480.00	10.00	600.00	10.00	600.00	7.25	435.00	25.00	1,500.00
13	Curb and Gutter, Rem	145	Ft	6.00	870.00	10.00	1,450.00	3.00	435.00	9.50	1,377.50	10.00	1,450.00
14	Curb and Gutter, Conc, Det C4	370	Ft	28.00	10,360.00	20.00	7,400.00	28.00	10,360.00	27.06	10,012.20	30.00	11,100.00
15	Driveway Opening, Conc, Det M	116	Ft	28.00	3,248.00	20.00	2,320.00	25.00	2,900.00	23.37	2,710.92	30.00	3,480.00
16	Sidewalk, Conc, 4 inch	260	Sft	4.00	1,040.00	4.20	1,092.00	5.25	1,365.00	4.95	1,287.00	5.00	1,300.00
17	Sidewalk, Conc, 6 inch	230	Sft	4.20	966.00	4.50	1,035.00	7.00	1,610.00	6.60	1,518.00	6.50	1,495.00
18	Driveway, Nonreinf Conc, 6 inch	80	Syd	45.00	3,600.00	39.00	3,120.00	65.00	5,200.00	60.50	4,840.00	60.00	4,800.00
19	Conc Pavt, Nonreinf, 6 inch	55	Syd	45.00	2,475.00	41.00	2,255.00	70.00	3,850.00	66.00	3,630.00	60.00	3,300.00
20	Dr Structure, 60 inch dia Leaching Basin	2	Ea	3,500.00	7,000.00	4,200.00	8,400.00	3,800.00	7,600.00	4,250.00	8,500.00	3,000.00	6,000.00
21	Dr Structure, 48 inch dia	1	Ea	2,500.00	2,500.00	2,250.00	2,250.00	3,200.00	3,200.00	620.00	620.00	2,500.00	2,500.00
22	Dr Structure Cover, Type B	1	Ea	600.00	600.00	525.00	525.00	450.00	450.00	650.00	650.00	500.00	500.00
23	Dr Structure Cover, Type D	4	Ea	750.00	3,000.00	550.00	2,200.00	850.00	3,400.00	650.00	2,600.00	650.00	2,600.00
24	Dr Structure Cover, Type K	2	Ea	700.00	1,400.00	775.00	1,550.00	800.00	1,600.00	750.00	1,500.00	700.00	1,400.00

P:\Allegan\172151 Albion - Ash Street Parking Lot\A) Docs\A10 Correspondence\Bid Tab.xlsx

BID TAB

No.	Description	Qty.	Unit	Mead Bros. Excavating, Inc. Springport, MI		Concord Ex. & Grading, Inc. Concord, MI		Cross Lake Const., Inc. Horton, MI		Bailey Excavating, Inc. Jackson, MI		C&D Hughes, Inc. Charlotte, MI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
25	Dr Structure Cover, Type Q	2	Ea	\$600.00	\$1,200.00	\$525.00	\$1,050.00	\$900.00	\$1,800.00	\$620.00	\$1,240.00	\$500.00	\$1,000.00
26	Dr Structure Cover, Adj, Case 1	6	Ea	500.00	3,000.00	500.00	3,000.00	230.00	1,380.00	395.00	2,370.00	500.00	3,000.00
27	Sewer, CI E, 12 inch, Tr Det B	50	Ft	55.00	2,750.00	60.00	3,000.00	45.00	2,250.00	47.00	2,350.00	75.00	3,750.00
28	Sewer, CI A, 15 inch, Tr Det B	120	Ft	50.00	6,000.00	65.00	7,800.00	42.00	5,040.00	52.00	6,240.00	75.00	9,000.00
29	Sewer, CI A, 6 inch, Tr Det B	100	Ft	20.00	2,000.00	30.00	3,000.00	32.00	3,200.00	39.00	3,900.00	50.00	5,000.00
30	Sewer, Rem, Less than 24 inch	120	Ft	10.00	1,200.00	10.00	1,200.00	8.00	960.00	20.00	2,400.00	10.00	1,200.00
31	Pavt Mrkg, Waterborne, Parking Lot	1	LS	1,000.00	1,000.00	450.00	450.00	650.00	650.00	2,150.00	2,150.00	500.00	500.00
32	Barrier Free Sign & Pipe Bollard	2	Ea	600.00	1,200.00	400.00	800.00	1,300.00	2,600.00	2,000.00	4,000.00	1,000.00	2,000.00
33	Erosion Control, Silt Fence	110	Ft	2.00	220.00	2.00	220.00	40.00	4,400.00	3.95	434.50	3.00	330.00
34	Inlet Protection, Fabric Drop	7	Ea	50.00	350.00	100.00	700.00	150.00	1,050.00	195.00	1,365.00	100.00	700.00
35	Conduit, DB, 1, 3 inch	125	Ft	4.00	500.00	10.00	1,250.00	4.00	500.00	15.00	1,875.00	25.00	3,125.00
36	Restoration	1	LS	1,000.00	1,000.00	2,000.00	2,000.00	3,200.00	3,200.00	5,750.00	5,750.00	10,000.00	10,000.00
Total Bid Amount					\$127,756.50		\$136,040.75		\$154,940.00		\$166,582.37		\$209,820.00
Received signed proposal					Yes		Yes		Yes		Yes		Yes
Bid Bond Included					Yes		Yes		Yes		Yes		Yes
Mathematical Error													