

CITY COUNCIL REGULAR MEETING AGENDA

*Meetings: First and Third Mondays - 7:00 p.m.
Monday, November 1, 2021*

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

PLEASE TURN OFF CELL PHONES DURING MEETING


Page

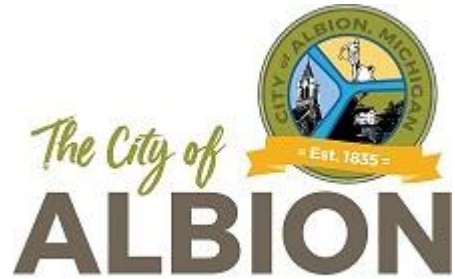
- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA
(Includes any proposed additions, deletions or changes to the agenda)
 - A. AGENDA
- VI. PRESENTATIONS AND RECOGNITIONS
- VII. PUBLIC HEARING
- VIII. PUBLIC COMMENTS
(Persons 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
- X. CONSENT CALENDAR (VV) (ITEMS)
(Items on Consent Calendar are voted on as one unit)
 - 1. OCTOBER 18, 2021 REGULAR SESSION MINUTES
 - 2. CLOSE ERIE ST FROM SUPERIOR TO IONIA ON SATURDAY, NOVEMBER 20TH FROM 11:30AM - 5:30PM FOR DOWNTOWN AUTUMN EVENT

[CITY COUNCIL - 18 Oct 2021 - Minutes - Pdf](#)
- XI. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. APPROVE CANDIDATE TO FILL PRECINCT 1 COUNCIL SEAT
 - B. OATH OF OFFICE-PRECINCT 1
[OATH OF OFFICE](#)

3 - 17

18

- 19 - 22 C. APPROVE 2021 CITY ATTORNEY RETAINER AGREEMENT
[Output Document \(AIR-21-356\) - Pdf](#)
- 23 - 29 D. APPROVE 2ND READING & ADOPTION ORDINANCE # 2021-09, AN ORDINANCE TO AMEND CHAPTER 100, TO AMEND ARTICLE II, BY AMENDING SECTION 2.2, DEFINITIONS, AND TO AMEND ARTICLE VII, TO ADD SECTION 7.24A. MEDICAL MARIHUANA FACILITIES OVERLAY DISTRICTS, AND TO AMEND ARTICLE VII, TO ADD SECTION 7.24B, ADULT USE MARIHUANA ESTABLISHMENTS OVERLAY DISTRICTS
[Output Document \(AIR-21-354\) - Pdf](#)
- 30 - 36 E. APPROVE WIGHTMAN & ASSOCIATES PROPOSAL FOR RECREATION MASTER PLAN UPDATE
[Output Document \(AIR-21-358\) - Pdf](#)
[2021.10.21 Albion RP and Grant Proposal](#)
- 37 - 44 F. APPROVE DESIGN ENGINEERING SERVICES FOR THE N. ALBION STREET BRIDGE REPLACEMENT PROJECT
[Output Document \(AIR-21-359\) - Pdf](#)
- 45 - 47 G. APPROVE RESOLUTION # 2021-36, A RESOLUTION RESTATING THE CITY'S SUPPORT FOR DR. JOHNSON'S VISION
[Output Document \(AIR-21-360\) - Pdf](#)
- 48 H. DISCUSSION RECREATION MILLAGE
[Output Document \(AIR-21-361\) - Pdf](#)
- I.  DISCUSSION MAYOR SNYDER'S OCT. 11 PUBLIC COMMENT TO MPS BOARD RE: APRIL 24 COUNCIL MEETING
- 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
- XVIII. ADJOURN



MINUTES
CITY COUNCIL REGULAR MEETING
Monday, October 18, 2021 @ 7:00 PM
City Council Chambers

I CALL TO ORDER

Mayor Snyder called the regular session to order at 7:00 p.m.

II MOMENT OF SILENCE TO BE OBSERVED

III PLEDGE OF ALLEGIANCE

IV ROLL CALL

PRESENT: Lenn Reid (2); Nora Jackson (3); Marcola Lawler (4); Linda LaNoue (5); Shane Williamson (6) and Mayor Victoria Snyder

ABSENT: All members were present

ADMINISTRATION: Haley Snyder, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Scott Kipp, Chief Public Safety; Ian Arnold, Director of Planning & Building and Tom Mead, Finance Director

V APPROVAL OF AGENDA

(Includes any proposed additions, deletions or changes to the agenda)

A. AGENDA

City Attorney Harkness asked to have Item F (Discussion/Approval 1st Reading Ordinance # 2021-10, An Ordinance to Amend Chapter 66, Article II, Division 3, To Amend Section 66-109, Placement of Containers and Bags for Collection; Removal of Doors from Appliances) under Items for Individual Discussion removed from the agenda

Moved by (5) LaNoue, seconded by (3) Jackson

To approve agenda with the removal of Item F (Discussion/Approval 1st Reading Ordinance # 2021-10, An Ordinance to Amend Chapter 66, Article II, Division 3, To Amend Section 66-109, Placement of Containers and Bags for Collection; Removal of Doors from Appliances) under Items for Individual Discussion

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
LaNoue (5)	x			
Williamson (6)	x			
Snyder Mayor	x			
	6	0	0	0

Carried

VI PRESENTATIONS AND RECOGNITIONS

A. EDUCATIONAL OPPORTUNITIES FOR ALBION RESIDENTS-SCOTT CUBBERLY, BUSINESS & INDUSTRY LIAISON @ KELLOGG COMMUNITY COLLEGE

Scott Cubberly, Business & Industry Liaison @ Kellogg Community College (KCC) provided the following update on education opportunities at KCC:

- **New Labs & Program Offerings**
 - Industrial Electrical/Technology Lab
 - Certified Nurse Assistant Lab
 - Industrial/Welding Lab
- **Training Opportunities:**
 - **Michigan Reconnect:** Michigan residents aged 25 and older who don't yet have a college degree are eligible for free tuition to complete an associate degree or a skill certificate program at Kellogg Community College through the State's new Michigan Reconnect program
 - **MILEAP:** MILEAP focuses on individuals who are dislocated, underemployed, essential workers, living in distressed rural and urban communities and are economically disadvantaged
- Run one Kellogg Advanced Manufacturing Assembly and one Certified Nurse Assistant Cohort in 2022 and 2023 in Albion

- **Customized Training:** We can assist local employers with new hire training and incumbent worker training to meet your workforce training needs
- **Important Dates:**
 - Spring Classes-Registration opens October 25, 2021
 - College Night-a virtual event November 9th, 2021 from 6:00-7:30 p.m.
- **Contact Information:**
 - Employers & Community Stakeholders:
 - Scott Cubberly, Business & Industry Liaison
 - 269-565-2802 cubberlys@kellogg.edu
 - Interested Students and General Questions:
 - Donna Jeffery, Center Assistant
 - 517-630-8169 jefferyd@kellogg.edu

Comments were received from Mayor Snyder

B. FEE SCHEDULE CHANGE FOR BUILDING AND TRADES INSPECTIONS- DIRECTOR OF PLANNING & BUILDING ARNOLD

Glen & Kelly Lindsey, Safebuilt provided the following update on Inspection Fee Increases for Safebuilt:

- Has been the City's building services provider since 2010
- Safebuilt is working on a fee structure change that will provide consistency
- The new structure will be as follows:
 - Minimal increase
 - Eliminate \$2.00 inspection increase every two years
 - One set of applications
 - Will be similar to State of Michigan fees
 - No longer will charge residents additional 10% fee- Safebuilt will bill the City for 90% of the cost of the inspection and the City will keep 10%

Comments were received from Director of Planning & Building Arnold

C. RED RIBBON WEEK-DR. HARRY BONNER SR.

Mayor Snyder read aloud the Proclamation for Red Ribbon Week

Comments were received from Leslie Katz, Marshall Academy Academic Advisor and Wanda Kemp

D. PROCLAMATION RECOGNIZING SATURDAY, OCTOBER 23, 2021
AS DRUG TAKE-BACK DAY IN ALBION

Mayor Snyder read aloud the Proclamation Recognizing Saturday, October 23, 2021 as Drug Take-Back Day in Albion

Comments were received from Chris Farmer and Maurice Barry

E. ALBION WWTP IMPROVEMENTS PROJECT USDA-RD FUNDING –
JEFF LANDERS, MOORE & BRUGGINK

Jeff Landers, Moore & Bruggink provided the following information on the Albion WWTP Improvement Project USDA-RD Funding:

- RD Funding is meant to help the community and is thorough in ensuring the project can be funded without damaging the community
- **Project Scope:**
 - Influent Chamber
 - Screening
 - Pump Station
 - Grit Removal
 - Ferric Chloride Systems
 - Aeration Control
 - Secondary Clarifiers
 - Digester Tank & Systems
 - Sludge Thickening
 - Plant Effluent
 - Building Exterior & Roofs
 - Building HVAC
 - Electrical Centers
 - LED Lighting
 - Testing Lab
 - Full Plant SCADA Control & monitoring
 - Sidewalks & Drives
- **Cost Development:**
 - Past sets of plans (1946, 1971)
 - Supply vendors for budget pricing
 - Past site contractors for experience
 - Our own, recent project experience
 - Discussions with USDA
- **Application Loan Amount:**
 - Engineering Application Design and Bidding, Bonding \$1,321,000
 - Construction Costs -\$15,533,000
 - Total Loan Amount - \$16,854,000

- Sewer rates will need to increase 13.9% for 2022, 2023, 2024
- **Project Funding Schedule:**
 - Apply
 - Approved for Loans
 - Design
 - Construction Bid
 - Acceptance of Construction Bid
 - Sell USDA Bonds
 - Reimburse for Completed Services and Begin Construction
- **Milestones:**

<u>Milestone</u>	<u>Month Of</u>
Submit USDA Rd Application	10/2021
USDA RD Approval	12/2021
City Approval	01/2022
Submit Design for Permitting	10/2022
Permit Approvals	12/2022
Complete Design	01/2023
Authorization to Bid	02/2023
Bid Opening	03/2023
Loan Closing	05/2023
Contract Award	05/2023
Construction Start	06/2023
Final Construction Completion	06/2025

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.)

Comments were received from Sonya Brown, 713 Orchard Dr and Garrett Brown, 1016 S. Superior St

IX CLOSED SESSION

- A. 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 DISCIPLING 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

Moved by (3) Jackson, seconded by (5) LaNoue

Adjourn to Closed Session

Mayor Snyder adjourned to Closed Session at 7:52 p.m.

LaNoue moved, Williamson supported, CARRIED, to Re-convene regular session (6-0, rcv)

Mayor Snyder re-convened regular session at 8:30 p.m.

ROLL CALL VOTE:

PRESENT: Lenn Reid (2); Nora Jackson (3); Marcola Lawler (4); Linda LaNoue (5); Shane Williamson (6) and Mayor Victoria Snyder

ABSENT: All members were present

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
LaNoue (5)	x			
Williamson (6)	x			
Snyder Mayor	x			
	6	0	0	0

Carried

X CONSENT CALENDAR (VV) (items)

(Items on Consent Calendar are voted on as one unit)

- A.
- OCTOBER 4, 2021 STUDY SESSION MINUTES
 - OCTOBER 4, 2021 REGULAR SESSION MINUTES
 - APPROVE \$6,106.00 MML ANNUAL DUES
 - BOARDS & COMMISSIONS APPOINTMENT:

- CORINNE ATCHISON, INITIAL APPOINTMENT, DOWNTOWN DEVELOPMENT AUTHORITY (DDA), TERM TO EXPIRE 12-31-2023
- APPROVE CLOSURE OF E. ERIE STREET FOR 2ND ANNUAL BOSS UP OR FALL FESTIVAL

Council Member Lawler asked to Remove Boards & Commissions Appointment: Corinne Atchison, Initial Appointment, Downtown Development Authority (DDA), Term to Expire 12-31-2023 from the Consent Calendar and add as Item F under Items for Individual Discussion

Jackson moved, Lawler supported, CARRIED, to Remove Boards & Commissions Appointment: Corinne Atchison, Initial Appointment, Downtown Development Authority (DDA), Term to Expire 12-31-2023 from the Consent Calendar and add as Item F under Items for Individual Discussion (6-0, rcv)

Moved by (3) Jackson, seconded by (4) Lawler

Approve Consent Calendar with the removal of Boards & Commissions Appointment: Corinne Atchison, Initial Appointment, Downtown Development Authority (DDA), Term to Expire 12-31-2023

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
LaNoue (5)	x			
Williamson (6)	x			
Snyder Mayor	x			
	6	0	0	0

Carried

XI ITEMS FOR INDIVIDUAL DISCUSSION

- A. APPROVE NOI PUBLICATION IN THE ALBION RECORDER

AIR-21-345

Comments were received from City Manager Snyder

Moved by (5) LaNoue, seconded by (6) Williamson

AIR-21-345

Approve NOI publication in the Albion Recorder

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
LaNoue (5)	x			
Williamson (6)	x			
Snyder Mayor	x			
	6	0	0	0

Carried

- B. APPROVE SUBMISSION OF THE RD APPLICATION BASED ON THE PER DEVELOPED BY MOORE BRUGGINK

AIR-21-346

Comments were received from City Manager Snyder

Moved by (6) Williamson, seconded by (5) LaNoue

AIR-21-346

Approve Submission of the RD application based on the PER developed by Moore Bruggink

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
LaNoue (5)	x			
Williamson (6)	x			
Snyder Mayor	x			
	6	0	0	0

Carried

- C. APPROVE THE E-500 ENGINEERING AGREEMENT ALIGNING WITH THE SCOPE OF WORK IN THE APPLICATION

AIR-21-347

Comments were received from City Manager Snyder and City Attorney Harkness

Moved by (3) Jackson, seconded by (6) Williamson

AIR-21-347

Approve the E--500 Engineering Agreement Aligning with the Scope of Work in the Application contingent on Grant Approval

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
LaNoue (5)	x			
Williamson (6)	x			
Snyder Mayor	x			
	6	0	0	0

Carried

- D. APPROVE RESOLUTION # 2021-34, A RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING

AIR-21-348

Comments were received from City Manager Snyder

Moved by (3) Jackson, seconded by (5) LaNoue

AIR-21-348

Approve Resolution # 2021-34, A Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
LaNoue (5)	x			
Williamson (6)	x			
Snyder Mayor	x			
	6	0	0	0

Carried

- E. DISCUSSION/APPROVE 1ST READING ORDINANCE # 2021-09, AN ORDINANCE TO AMEND CHAPTER 100, TO AMEND ARTICLE II, BY AMENDING SECTION 2.2, DEFINITIONS, AND TO AMEND ARTICLE VII, TO ADD SECTION 7.24A. MEDICAL MARIHUANA FACILITIES OVERLAY DISTRICTS, AND TO AMEND ARTICLE VII, TO ADD SECTION 7.24B, ADULT USE MARIHUANA ESTABLISHMENTS OVERLAY DISTRICTS

AIR-21-343

Comments were received from Council Members Williamson, Lawler, LaNoue and Jackson

Additional comments were received from City Attorney Harkness who stated the dates for the first and second reading and ordinance effective date should be changed to the following:

- 1st Reading-October 18, 2021
- 2nd Reading-November 1, 2021
- Ordinance Effective Date-November 20, 2021

Moved by (3) Jackson, seconded by (5) LaNoue

AIR-21-343

Approve 1st Reading Ordinance # 2021-09, An Ordinance to Amend Chapter 100, To Amend Article II, by Amending Section 2.2, Definitions, and to Amend Article VII, to Add Section 7.24a. Medical Marihuana Facilities Overlay Districts, and to Amend Article VII, to Add Section 7.24b, Adult Use Marihuana Establishments Overlay Districts with the above changes to the first and second reading dates and ordinance effective dates changed to the following:

- 1st Reading-October 18, 2021*
- 2nd Reading-November 1, 2021*
- Ordinance Effective Date-November 20, 2021*

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
LaNoue (5)	x			
Williamson (6)		x		
Snyder Mayor	x			

	5	1	0	0
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Carried

- F. BOARDS & COMMISSIONS APPOINTMENT:
- CORINNE ATCHISON, INITIAL APPOINTMENT, DOWNTOWN DEVELOPMENT AUTHORITY (DDA), TERM TO EXPIRE 12-31-2023

AIR-21-344

Comments were received from Council Members Williamson, LaNoue, Jackson and Lawler

Moved by (5) LaNoue, seconded by (3) Jackson

AIR-21-344

*Approve Boards & Commissions Appointment:
Corinne Atchison, Initial Appointment, Downtown Development Authority (DDA), Term to Expire 12-31-2023*

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)		x		
Lawler (4)		x		
LaNoue (5)		x		
Williamson (6)		x		
Snyder Mayor	x			
	2	4	0	0

DEFEATED.

- G. APPROVE RESOLUTION # 2021-35, AN AMENDMENT TO RESOLUTION # 2021-30, CITY COUNCIL'S COMMITMENT TO IMPROVING COUNCIL RELATIONS & RESTORING PUBLIC TRUST

AIR-21-352

Comments were received from Council Members Williamson, LaNoue and Lawler; City Manager Snyder and Mayor Snyder

Moved by (3) Jackson, seconded by (5) LaNoue

AIR-21-352

CITY COUNCIL REGULAR MEETING
October 18, 2021

Approve Resolution # 2021-35, An Amendment to Resolution # 2021-30, City Council's Commitment to Improving Council Relations & Restoring Public Trust

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
LaNoue (5)	x			
Williamson (6)	x			
Snyder Mayor	x			
	6	0	0	0

Carried

H DISCUSSION TRANSPORTATION ASSET MANAGEMENT PLAN

AIR-21-351

City Manager Snyder stated City Council tasked City Administration with seeking additional information on a potential local street millage-low millage amount, medium millage amount & shoot for the moon amount. Establishing funding will be a key piece to moving forward with the Transportation Asset Plan. Act 51 dollars are used for maintenance for local and major streets.

The following information was provided by Mickey Bitner, Engineer Wightman & Associates:

Streets Millage Increase	Annual Revenue Increase (Approx .)	Average PASE Rating Year 5	Average PASER Rating Improvement Year 5	Average PASE Rating Year 20	Average PASER Rating Improvement Year 20	Total Construction in 5 Years (Miles)	Additional Construction in 5 Years (Miles)	Total Construction in 20 Years (Miles)	Additional Construction in 20 Years (Miles)
0 Mil (Current funding =3 Mils)	\$0.	3.5	N/A	3.6	N/A	9.3	N/A	38.0	N/A
3 Mil	\$250,000	3.8	0.3	4.1	0.5	12.5	3.5	50.8	12.8
6 Mil	\$500,000	4.1	0.6	4.6	1	15.7	6.4	63.5	25.5

9 Mil	\$750,000	4.3	.08	5.1	1.5	18.9	9.6	76.3	38.3
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- Full restoration with concrete curb and gutter is approximately \$850,000 per mile

Comments were received from Council Members LaNoue and Williamson

XII FUTURE AGENDA ITEMS

Council Member Lawler asked for a Discussion on Delinquent Personal Property Taxes for the next agenda

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 Sonya Brown, 713 Orchard Dr; Tracy Peters, 3494 Harvard, Detroit; Garrett Brown, 1016 S. Superior St; Morris Arvoy, 417 Elizabeth St

XIV CITY MANAGER REPORT

Granger Services – Excess Bags– I received notice from Granger that there has been an increase in extra bags of trash being put to the curb in addition to the waste containers. Per the current Granger contract, if a resident has more trash than what the 96-gallon or 65-gallon container may hold, they can place up to ten (10) extra bags on the outside of their cart to be serviced. The charge for additional bags will be \$2 per bag. Granger has not been enforcing the extra bag charges on residential accounts; however, due to the overabundance of trash at the curb, the extra charges will need to be enforced as agreed in the contract

City/County Quarterly Meeting – The Mayor and I attended the quarterly City Managers & Mayors/County Administrator-Controller meeting on Friday, October 8th. Countywide transportation was the main topic of discussion

DDA Meeting – The DDA held their regular meeting on Wednesday, October 13th. The DDA reviewed and approved their 2022 budget, discussed winter decorations for the downtown, and two new possible downtown events – Gospel Fest & 1st Annual Albion Harvest

(November 20, 2021). The next DDA meeting is scheduled for Wednesday, November 10th at 7:30 a.m.

Trick-or-Treating – The Albion City Council passed Resolution #2019-34 designating October 31st of each year as the official date for trick-or-treating. The time for trick-or-treating is set for 6p-8p

2022 Budget Study Session – The 2022 Budget Study Session will be held on Saturday, November 6th from 9a-12p

Street Closures- Working with Administration on policy for Street Closures for Council approval

MML Coach- Friday, October 18th was my first meeting with MML coach. She would like to hold first joint meeting with Council and administration in December

XV MAYOR AND COUNCIL MEMBER COMMENTS

Comments were received from Council Members Reid, Lawler and LaNoue

XVI MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)

No action was necessary as all members were present

XVII ROLL CALL

PRESENT: Lenn Reid (2); Nora Jackson (3); Marcola Lawler (4); Linda LaNoue (5); Shane Williamson (6) and Mayor Victoria Snyder

ABSENT: All members were present

ADMINISTRATION: Haley Snyder, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Scott Kipp, Chief Public Safety; Ian Arnold, Director of Planning & Building and Tom Mead, Finance Director

XVIII ADJOURN

Moved by (6) Williamson, seconded by (3) Jackson

Adjourn regular session

CITY COUNCIL REGULAR MEETING
October 18, 2021

Mayor Snyder adjourned the regular session at 9:55 p.m.

	For	Against	Abstained	Absent
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
LaNoue (5)	x			
Williamson (6)	x			
Snyder Mayor	x			
	6	0	0	0

Carried

Jill A. Domingo, City Clerk

Oath of Office

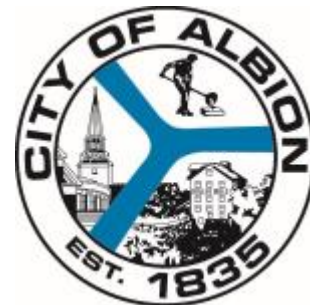
Albion, Michigan, Calhoun County

I, _____, do solemnly swear that I will support the Constitution of the United States and of this State, and that I will, to the best of my ability, faithfully and impartially discharge the duties of the City of Albion Precinct 1 Council Member so, help me God.

Subscribed and sworn to before me this 1st day of November A.D. 2021.

Jill Domingo
City Clerk

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: APPROVE 2021 CITY ATTORNEY RETAINER AGREEMENT
Meeting: CITY COUNCIL - 01 Nov 2021
Department: Attorney
Staff Contact: Cullen Harkness, City Attorney

ATTACHMENTS:

[Albion - City Attorney Contract 2021](#)

CITY OF ALBION
CITY ATTORNEY RETAINER AGREEMENT

This agreement made this November 1, 2020, by and between the City of Albion, 112 W. Cass St., Albion, MI; herein referred to as "City" and The Harkness Law Firm, PLLC, 4121 Okemos Rd., Suite 17, Okemos, MI 48864, herein referred to as "Attorney", delineates the terms, requirements and compensation for the provision of City Attorney services to the City.

1. In accordance with Sections 8.1(a) and 8.2(a) of the City Charter, the Attorney is an administrative officer of the City who is appointed by and serves at the pleasure of the City Council. Under the terms of this Agreement the City Council retains the Attorney to act as general counsel for the City in all legal matters as prescribed by the City Charter. In instances where the City Council decides to retain outside special counsel, the Attorney agrees to cooperate with said counsel as necessary and appropriate.
2. In matters where the Attorney has a conflict of interest, the Attorney shall obtain the services of an independent attorney firm (designated by City Council to act as City Attorney) to handle such matters at the City's expense. In all other cases where the Attorney wishes the City to retain outside counsel to assist in any City matter, he shall first obtain City Council approval.
3. The City shall pay to the attorney an annual retainer (which shall be paid on a monthly basis, in advance) of one hundred thousand (\$100,000.00) dollars. In exchange for the payment of the annual retainer, the Attorney shall perform the services required by the City Charter:
 - a. Act as legal advisor to the Council, Manager, Clerk, Finance Director, Assessor, Chief of Public Safety, other department heads and other City Boards or Committees.
 - b. Prepare and file written legal opinions with the City Clerk when requested by the City Council and/or the City Manager.
 - c. Prosecute all ordinance violations and represent the City in cases before the State and Federal courts and other tribunals, including the Tax Commission. These matters include code violation enforcement actions, drug forfeitures, income prosecution and all civil suits filed by or against the City.
 - d. Prepare or review all ordinances, regulations, contracts, bonds and other instruments as may be required by the City Charter or the Council and provide a legal opinion thereon.

- e. Review police reports, issue praecipes, prepare complaints and warrants, prosecute ordinance violations and pursue victim rights remedies, including the collection of restitution.
 - f. Attend all meetings of the City Council (two regular meetings per month plus special meetings, study sessions, council retreats, etc.).
 - g. Advise the Council relative to hiring outside attorneys.
 - h. Serve as a member of the Election Commission, which may entail working election night and accompanying the City Clerk to the County Clerk's Office and comparing the number of voters in each ward after each census.
 - i. Confer in office and over the phone with citizens, witnesses, or other parties to proceedings involving the City.
 - j. Perform such other duties as may be prescribed by Charter or Council.
4. As part of the annual retainer, the Attorney shall provide all the administrative services and support necessary to manage the workload in order to complete all assignments. This includes office facilities, support staff and supplies and equipment.
5. The City shall reimburse the Attorney on a monthly basis for any and all out of pocket expenses incurred in the representation of the City including, but not limited to:
 - a. Filing Fees;
 - b. Recording Fees;
 - c. Transcript Fees;
 - d. Motion Fees;
 - e. Service of Process Fees;
6. The Attorney for record keeping and analysis purposes shall keep detailed records of hours spent by category of work, i.e. general counsel, prosecution, court time, special litigations, etc. The categories and process shall be mutually agreed upon between the Attorney and the City Council.
7. The Attorney shall maintain professional liability insurance of at least \$1,000,000.00 per incident and \$1,000,000.00 aggregate for the duration of this agreement and provide proof of said insurance to the City Clerk.
8. This Agreement shall be effective January 1, 2022 and shall continue until its amendment by mutual consent of both parties or until terminated by either party with one hundred eighty (180) days written notification. This agreement may not extend beyond ten (10) years without mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated above.

City of Albion

The Harkness Law Firm, PLLC

Victoria Snyder, Mayor

Cullen C. Harkness, Managing Member

Jill. Domingo, Clerk

Date

Date

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL

Subject: APPROVE 2ND READING & ADOPTION ORDINANCE # 2021-09, AN ORDINANCE TO AMEND CHAPTER 100, TO AMEND ARTICLE II, BY AMENDING SECTION 2.2, DEFINITIONS, AND TO AMEND ARTICLE VII, TO ADD SECTION 7.24A. MEDICAL MARIHUANA FACILITIES OVERLAY DISTRICTS, AND TO AMEND ARTICLE VII, TO ADD SECTION 7.24B, ADULT USE MARIHUANA ESTABLISHMENTS OVERLAY DISTRICTS

Meeting: CITY COUNCIL - 01 Nov 2021

Department: Attorney

Staff Contact: Cullen Harkness, City Attorney

ATTACHMENTS:

[Ordinance 2021-09](#)

**CITY OF ALBION
ORDINANCE #2021-09**

AN ORDINANCE TO AMEND CHAPTER 100, TO AMEND ARTICLE II, BY AMENDING SECTION 2.2, DEFINITIONS, AND TO AMEND ARTICLE VII, TO ADD SECTION 7.24a, MEDICAL MARIHUANA FACILITIES OVERLAY DISTRICTS, AND TO AMEND ARTICLE VII, TO ADD SECTION 7.24b, ADULT USE MARIHUANA ESTABLISHMENTS OVERLAY DISTRICTS

Purpose and Finding:

This Ordinance creates overlay districts within the industrial park (M-1 and M-2) zoning districts. It requires that all medical marihuana facilities and adult use marihuana establishments be located within a designated overlay district, effectively limiting those facilities solely to the industrial park. Each facility will need to obtain a special use permit prior to operations. Approval is recommended.

THE CITY OF ALBION ORDAINS:

Section 1. Chapter 100, of the Codified Ordinances of the City of Albion, is hereby amended, by amending Article II, by amending Section 2.2 to add the following definitions as follows:

Adult Use Marihuana. The following definitions A through U are related to adult use marihuana.

- A. *The Act* shall mean the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq.
- B. *Department* means the Michigan Department of Licensing and Regulatory Affairs.
- C. Designated consumption establishment means a commercial space that is licensed and where it is authorized for adults 21 years of age and older to consume marihuana products.
- D. *Industrial hemp* means a plant of the genus cannabis and any part of that plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration that does not exceed 0.3% on a dry-weight basis, or per volume or weight of marihuana-infused product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus cannabis regardless of moisture content.

- E. *Marihuana* means all parts of the plant of the genus *cannabis*, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marihuana concentrate and marihuana-infused products. For purposes of this act, marihuana does not include:
- i. The mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination;
 - ii. Industrial hemp;
 - iii. Any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink, or other products.
- F. *Marihuana concentrate* means the resin extracted from any part of the plant of the genus *cannabis*.
- G. *Marihuana establishment* means a marihuana grower or excess grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, designated consumption establishment or any other type of marihuana-related business licensed by the department.
- H. *Marihuana grower* means a person licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments. Marihuana grower license types are:
- i. Class A – not more than 100 marihuana plants;
 - ii. Class B – not more than 500 marihuana plants;
 - iii. Class C – not more than 2000 marihuana plants;
- I. *Marihuana microbusiness* means a person licensed to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.
- J. *Marihuana processor* means a person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.

- K. *Marihuana retailer* means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.
- L. *Marihuana secure transporter* means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.
- M. *Marihuana safety compliance facility* means a person licensed to test marihuana, including certification for potency and the presence of contaminants.
- N. *Municipal license* means a license issued pursuant to section 6 of the Act (MCL 333.27956) that allows a person to operate a marihuana establishment in the City of Albion.
- O. *Municipality* means the City of Albion.
- P. *Person* means an individual, corporation, limited liability company, partnership of any type, trust, or other legal entity.
- Q. *Process or Processing* means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.
- R. *Provisional License* means a certification provided by the City of Albion to an applicant for a municipal license. This is issued prior to a municipal license, is accompanied by an attestation form, and allows the applicant to finalize the application for a state license.
- S. *State rules* means the Emergency Rules, or the Final Rules hereafter promulgated, by the Department.
- T. *State license* means a license issued by the Department that allows a person to operate a marihuana establishment.
- U. *Temporary marihuana event* means an event where the onsite sale or consumption of marihuana products, or both, are authorized at the location indicated on the municipal license during the dates indicated on the municipal license.

Section 2. Chapter 100, of the Codified Ordinances of the City of Albion, is hereby amended, by amending Article VII, by adding Section 7.24a as follows:

- a. *Applicability.* The Medical Marihuana Facilities overlay districts shall apply to all lots within the areas (labeled Overlay #1 and Overlay #2) shown on Map 1 (the "Overlay Areas"). All lots included in the overlay district shall be subject to the terms and conditions imposed in this section, in addition to the terms and

conditions imposed by the zoning district where such lots may be located, any other applicable ordinance and the requirements of Section 22-201, et seq., of the City of Albion Code of Ordinances.

- b. Uses permitted by right. All uses permitted by right in the underlying zoning districts.
- c. Uses permitted by special use permit. All uses permitted by special use permit in the underlying zoning district(s) and all types of Medical Marijuana Facilities.
- d. Uses not permitted. Any use not permitted in the underlying zoning district is not permitted in the Medical Marijuana Facilities overlay district(s).
- e. Permitted Location. Processors, Provisioning Centers, Safety Compliance Facilities, Grower Facilities, and Secure Transporters shall only be located within the Overlay Areas.
- f. Application and departmental reviews:
 - i. Application. The application for a special use permit shall be submitted to the City of Albion in accordance with Section 6.2 of the City of Albion Zoning Ordinance.
 - ii. City review. The applicant's plan shall be reviewed by the City of Albion in accordance with Sections 6.2 and 6.3 of the City of Albion Zoning Ordinance. The City's Director of Planning and Building or other individual designated by the City shall review the application and make a recommendation to the City of Albion Planning Commission pursuant to Section 6.2 of the City of Albion Zoning Ordinance.
 - iii. The Planning Commission shall provide notice and hold a public hearing as required by Section 6.2 of the City of Albion Zoning Ordinance. The Planning Commission may deny, approve, or approve with conditions any application for special use. The Planning Commission shall incorporate their decision into a statement of conclusions relative to the special use under consideration. The decision shall specify the basis for the decision and any conditions imposed.

Section 3. Chapter 100, of the Codified Ordinances of the City of Albion, is hereby amended, by amending Article VII, by adding Section 7.24b as follows:

- a. Applicability. The Adult Use Marijuana Establishments overlay districts shall apply to all lots within the areas (labeled Overlay #1 and Overlay #2) shown on Map 1 (the "Overlay Areas"). All lots included in the overlay district shall be subject to the terms and conditions imposed in this section, in addition to the

terms and conditions imposed by the zoning district where such lots may be located, any other applicable ordinance and the requirements of Section 22-220, et seq., of the City of Albion Code of Ordinances.

- b. Uses permitted by right. All uses permitted by right in the underlying zoning districts.
- c. Uses permitted by special use permit. All uses permitted by special use permit in the underlying zoning district(s) and all types of Adult Use Marihuana Establishments, except for Marihuana Retailers, Marihuana Microbusinesses, Designated Consumption Establishments, and Marihuana Events. Marihuana Retailers, Marihuana Microbusinesses, Designated Consumption Establishments, and Marihuana Events shall not be permitted within the City of Albion.
- d. Uses not permitted. Any use not permitted in the underlying zoning district is not permitted in the Adult Use Marihuana Establishment overlay district(s).
- e. Permitted Location. Marihuana Processors, Safety Compliance Facilities, Marihuana Growers, and Secure Transporters shall only be located within the Overlay Areas.
- f. Application and departmental reviews:
 - i. Application. The application for a special use permit shall be submitted to the City of Albion in accordance with Section 6.2 of the City of Albion Zoning Ordinance.
 - ii. City review. The applicant's plan shall be reviewed by the City of Albion in accordance with Sections 6.2 and 6.3 of the City of Albion Zoning Ordinance. The City's Director of Planning and Building or other individual designated by the City shall review the application and make a recommendation to the City of Albion Planning Commission pursuant to Section 6.2 of the City of Albion Zoning Ordinance.
 - iii. The Planning Commission shall provide notice and hold a public hearing as required by Section 6.2 of the City of Albion Zoning Ordinance. The Planning Commission may deny, approve, or approve with conditions any application for special use. The Planning Commission shall incorporate their decision into a statement of conclusions relative to the special use under consideration. The decision shall specify the basis for the decision and any conditions imposed.

Section 4. Severability. This ordinance and each article, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are

hereby declared to be severable, and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

Section 5. Repeal. Any ordinance(s) inconsistent with this ordinance are hereby repealed.

This Ordinance shall take effect on November 20, 2021 after publication.

First Reading:

Second Reading & Adoption:

October 18, 2021

November 1, 2021

Ayes _____
Nays _____
Absent _____

Ayes _____
Nays _____
Absent _____

Jill Domingo,
Clerk

Victoria Snyder,
Mayor

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: City Council
Subject: APPROVE WIGHTMAN & ASSOCIATES PROPOSAL FOR RECREATION
MASTER PLAN UPDATE
Meeting: CITY COUNCIL - 01 Nov 2021
Department: City Manager
Staff Contact: Haley Snyder, City Manager



October 25, 2021

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

Attention: Ms. Haley Snyder, City Manager

RE: PROFESSIONAL SERVICES TO PREPARE AN UPDATE TO THE MDNR COMPLIANT 5-YEAR COMMUNITY RECREATION PLAN AND PREPARE A MDNR GRANT APPLICATION FOR THE CITY OF ALBION, MI

Dear Haley:

We believe people flourish when they partner with a dynamic team of problem solvers. Wightman has delivered first-class Architecture, Engineering and Survey solutions to a diverse collection of clients since 1946. Because of our diverse professional backgrounds, varied project exposure, broad experience, and continuing education we can craft the right team for each unique client. Outstanding client service is our culture. Becoming trusted advisors and true partners guides our actions.

We appreciate the past opportunities that we have had to provide services to the city. It is our pleasure to provide this proposal for updating the 5-year Community Recreation Plan and preparing a MDNR grant application for the City of Albion.

Phase I: Prepare Recreation Plan

Section I – Project Goals

We understand the goals for this project are:

- Update the existing Recreation Plan by incorporating information on the status and potential future improvements.
- Provide a simplified Recreation Plan with important sections easily accessible.
- The plan must meet all requirements of the Michigan Department of Natural Resources (MDNR).
- Submit the plan to the MDNR by the February 1, 2022 deadline to be eligible to apply for future funding assistance.

Section II – Scope of Services

Wightman will facilitate the creation of an updated Recreation Plan document. The sections included in a Recreation Plan per the MDNR guidelines include:

- Community Description
- Administrative Structure

ALLEGAN

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

BENTON HARBOR

A 2303 PIPESTONE RD.
BENTON HARBOR, MI 49022
o 269.927.0100

KALAMAZOO

A 433 E. RANSOM ST.
KALAMAZOO, MI 49007
o 269.327.3532

ROYAL OAK

A 306 S. WASHINGTON AVE., SUITE 200
ROYAL OAK, MI 48067
o 248.791.1371

Ms. Haley Snyder, City Manager

10/25/2021

Page 2

- Recreation Inventory
- Description of Planning Process
- Description of Public Input Process
- Goals and Objectives
- Action Program

Any additional information will be provided in appendices as required. Most sections will require some updates or revisions since the last version.

We propose the following work tasks be accomplished:

- Initial Review: We will review the current document and identify needed changes and/or updates
- Recreation Plan Initial Draft Plan Preparation: Based on the input from the City of Albion, we will prepare an initial draft updated Recreation Plan.
 - Albion has completed a survey on 9/23/2021 that will be utilized as the first form of required public input in the Recreation Plan. The Albion team has provided Wightman with the survey and its results. Per Albion's request, no additional public input outside the requirement by the MDNR will be conducted due to the project timetable.
 - The Albion team will review and mark up the current 2016-2020 Recreation Plan for updates for the updated Recreation Plan.
 - The Albion team will also review the following section of the current 2016-2020 Recreation Plan and let the Wightman team know what changes, if any, need to be made:
 - Parks and Recreation Funding
 - Recreation and Resource Inventory
 - Description of Recreation Programs
 - Significant Non-City Operated Recreation Facilities/Opportunities
 - Community Recreational and cultural Facilities Inventory
 - Local Advisory Committees
 - The Albion team will provide trail specific information to the Wightman team for inclusion in the updated Recreation Plan.
 - Wightman will simplify the recreation plan by removing sections that are not required and/or moving them to the back of the document.
 - Wightman will provide an executive summary as a supplement to or at the beginning of the updated recreation plan that provides quick access to goals and objectives sections of the document.
- Plan Review Meeting: After preparation of the draft plan, a public meeting will be held to present the plan to the city for review. Input received during the Plan Review Meeting will be incorporated into the draft plan. The plan will then be available for public review in accordance with MDNR guidelines.
- Final Plan Preparation: Following the public comment period, input received will be incorporated into the final plan document.
- Presentation of the Plan: The plan will be presented to the city at a public hearing per MDNR guidelines. The city will have the opportunity to approve the plan following the public hearing. This public hearing will serve as the second form of required public input for the Recreation Plan.

Following approval of the 5-year Community Recreation Plan by the city we will provide the necessary guidance and information to submit the plan for MDNR review and acceptance.



Ms. Haley Snyder, City Manager
10/25/2021
Page 3

This scope of work is for a plan to meet the guidelines of the MDNR. If the city would like a more detailed public engagement process, additional meetings, master plans or development plans for individual park sites or other items beyond the basic guidelines for 5-year Recreation Plans, we are able to provide these items as an additional service.

Phase II: Prepare Grant Application

Section I – Project Goals

We understand the goals for this project are:

- Build a Michigan Department of Natural Resources (MDNR) recreation grant application for future development of a segment of a recreational trail.
- Submit the grant application to the MDNR by the April 1, 2022 deadline.

Section II – Scope of Services

Wightman will facilitate the creation of a MDNR grant application. The steps for this process are as follows:

- Develop a scope of work with the City of Albion.
- Create a cost estimate for the grant application based on this scope of work.
- Utilize the pre-engineering drawings that have previously been created as the basis for the design and project.
- Prepare a preliminary score for the proposed project through the three possible MDNR recreation grant programs and compare the preliminary score to the scores received for grants issued in the past few years to see which grant program we anticipate having the highest rate of success.
- Complete the grant application documents, including writing the project narrative, creation of a development plan, preparation of boundary and location maps, preparation of a notice for public meeting, attendance at the public meeting, preparation of the required Notice of Intent Form, preparation of a project cost estimate, coordinating the project scope with local regulatory agencies, assisting the city with acquiring letters of support and completing the Document of Site Control form.
- We have also included preparing and submittal of supplemental information in August, based on preliminary scoring or if requested by the MDNR staff.



Ms. Haley Snyder, City Manager
10/25/2021
Page 4

Section III - Fees

We propose to complete the above Scope of Services for fixed fee of \$18,000 plus reimbursable expenses. You should budget an additional 4% to 6% of the fee listed above for reimbursable expenses. A schedule of eligible expenses is listed in the attached Terms and Conditions document.

Phase I: Prepare Recreation Plan	\$11,500.00
<u>Phase II: Prepare Grant Application</u>	<u>\$ 6,500.00</u>
Project Total:	\$18,000.00

Section IV – Deliverables

Wightman will provide the City with three (3) printed copies of the Recreation Plan and an electronic copy of the plan in portable document format from which additional copies can be made as needed.

Section V – Schedule

We can begin work immediately upon receipt of approval of this proposal. Recreation Plans are due to the MDNR by February 1, 2022 and Grants are due to the MDNR by April 1, 2022.

Section VII – Terms and Conditions

Our standard terms and conditions are attached.

We are extremely excited by the opportunity to partner with you on this project. If our proposal is acceptable to you, please sign below to authorize us to begin work and return a copy to our office. If you have any questions or comments, please feel free to call me.

If you have any questions, please feel free to contact me.

Very truly yours,

BEN BAKER

Ben Baker, ASLA, LEED AP
bbaker@gowightman.com

This proposal is approved and accepted by:

By: _____

Date: _____

Title: _____





Standard Terms and Conditions

Updated 7/1/2021

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.
13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this



- Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. **Indemnity.** Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. **Force Majeure Clause.** Neither party will be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) flood, fire, or explosion; (ii) war, terrorism, invasion, riot, or other civil unrest; (iii) embargoes or blockades in effect on or after the date of this Agreement; (iv) national or regional emergency – including, but not limited to, pandemic, uncontrollable, and/or imminent spread of contagious disease; or (v) strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure").
17. **Certificate of Merit Requirement.** Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
18. **Jurisdiction and Venue.** Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
19. **Termination.** Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.
20. **Billing Rates.***
- | | |
|---|---------------|
| Principal | \$250.00/hour |
| Licensed Staff VI | \$210.00/hour |
| Licensed Staff V | \$190.00/hour |
| Licensed Staff IV | \$175.00/hour |
| Licensed Staff III..... | \$155.00/hour |
| Licensed Staff II..... | \$140.00/hour |
| Licensed Staff I..... | \$125.00/hour |
| Professional Staff V | \$150.00/hour |
| Professional Staff IV | \$135.00/hour |
| Professional Staff III | \$115.00/hour |
| Professional Staff II | \$100.00/hour |
| Professional Staff I | \$90.00/hour |
| Technician VI..... | \$120.00/hour |
| Technician V..... | \$110.00/hour |
| Technician IV..... | \$100.00/hour |
| Technician III | \$90.00/hour |
| Technician II | \$80.00/hour |
| Technician I..... | \$70.00/hour |
| Administrative..... | \$75.00/hour |
| 3-Person Survey Crew | \$195.00/hour |
| 2-Person Survey Crew | \$160.00/hour |
| 1-Person Survey Crew | \$125.00/hour |
| 3-Person Survey Crew (Construction Staking) | \$210.00/hour |
| 2-Person Survey Crew (Construction Staking) | \$175.00/hour |
| 1-Person Survey Crew (Construction Staking) | \$140.00/hour |
| Expert Witness/Testimony | \$400.00/hour |
| Drone Pilot/Technician | \$150.00/hour |
| High Definition Laser Scanning Technician | \$150.00/hour |
| High Definition Laser Scanner Fee | \$150.00/hour |
| Aerial Drone Equipment..... | \$150.00/hour |
- Reimbursable Expenses.*** Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:
- Black & White Prints/Copies
 - 8 ½ x 11 \$0.19/sheet
 - 8 ½ x 14 \$0.19/sheet
 - 11 x 17 \$0.19/sheet
 - Color Prints/Copies
 - 8 ½ x 11 \$0.85/sheet
 - 8 ½ x 14 \$0.85/sheet
 - 11 x 17 \$1.25/sheet
 - Black & White Plots
 - 12 x 18 \$1.50/sheet
 - 18 x 24 \$2.75/sheet
 - 24 x 36 \$5.00/sheet
 - 30 x 42+ \$7.50/sheet
 - Color Plots
 - 12 x 18 \$9.00/sheet
 - 18 x 24 \$18.00/sheet
 - 24 x 36 \$30.00/sheet
 - 30 x 42+ \$42.00/sheet

*Rates subject to change.

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: APPROVE DESIGN ENGINEERING SERVICES FOR THE N. ALBION STREET BRIDGE REPLACEMENT PROJECT
Meeting: CITY COUNCIL - 01 Nov 2021
Department: Public Services
Staff Contact: Patrick Miller, Director Public Services

ATTACHMENTS:

[N. Albion Street Bridge Replacement Proposal \(2\)](#)



September 23, 2021

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

Attention: Ms. Haley Snyder, City Manager

RE: PROPOSAL FOR DESIGN ENGINEERING SERVICES FOR THE N. ALBION STREET BRIDGE REPLACEMENT PROJECT

Dear Haley:

Wightman is a full-service consulting firm that exists to serve people and the communities we live in. Our dynamic team of over 140 professionals works to analyze, advise, design and deliver successful projects in partnership with governments, businesses and institutions in our communities. Our unique approach is to offer comprehensive multi-disciplinary services, industry experience, accurate scope of work and a passion for listening. Becoming trusted advisors and true partners guides our actions.

As such, Wightman is pleased to present the following proposal for design engineering services for the N. Albion Street over North Branch of the Kalamazoo River bridge replacement project within the City of Albion.

Section I – Project Goals

Based on the provided Michigan Department of Transportation (MDOT) notice of project selection as part of the Local Bridge Program and subsequent correspondence with City of Albion staff, Wightman understands the goals for this project are as follows:

- Provide design engineering services for the replacement of the N. Albion Street Bridge over North Branch of the Kalamazoo River within the City of Albion.
- Analyze and provide proposed structure alternatives to the City for review and approval prior to proceeding.
- Design the selected structure in accordance with the latest MDOT and AASHTO standards.
- Complete design and all required bid documents for a December 2022 MDOT letting with construction anticipated in Summer 2023.

Section II – Scope of Services

The following is a summary of tasks and required scope of services:

1) Topographic Survey

- a. Perform all necessary topographic surveys at the site including, but not limited to, vertical road profile, horizontal road alignment, river and floodplain cross-sections necessary to complete the hydraulic analysis, topography, existing utilities, etc.

ALLEGAN	BENTON HARBOR	KALAMAZOO	ROYAL OAK
▲ 1670 LINCOLN RD. (M-40) ALLEGAN, MI 49010	▲ 2303 PIPESTONE RD. BENTON HARBOR, MI 49022	▲ 433 E. RANSOM ST. KALAMAZOO, MI 49007	▲ 306 S. WASHINGTON AVE., SUITE 200 ROYAL OAK, MI 48067
○ 269.673.8465	○ 269.927.0100	○ 269.327.3532	○ 248.791.1371

- b. Establish the existing road rights-of-way.
- c. Following completion of the topographic survey, develop an AutoCAD Civil 3D file to be utilized for design of the proposed structure.

2) Permitting

- a. Prepare and submit the Soil Erosion Control Permit Application.
- b. Prepare and submit the Michigan Department of Environment, Great Lakes, and Energy (MDEGLE) Permit for Public Water Systems.
- c. Prepare and submit the MDEGLE/USACE Joint Permit Application.
- d. Prepare and submit the MDOT Program Application.
- e. Completion of necessary environmental clearances such as NEPA, SHPO, and Fish & Wildlife.
- f. Complete the necessary asbestos testing of the existing structure.
- g. Assist the City with completion of the necessary mussel survey.

3) Conceptual Design and Engineering

- a. Kickoff Meeting
 - Wightman staff will conduct a kickoff meeting with City of Albion staff to review scope of work, potential design alternatives, and site constraints.
- b. Site Inspection
 - Wightman will perform an on-site inspection of the project site and existing structure.
 - At the time of this site visit, Wightman will coordinate and meet with MDEGLE staff, as required for the MDEGLE/USACE Joint Permit Application, to review the proposed project and potential design alternatives.
- c. Soil Boring Coordination
 - Arrange for a reputable firm to perform at least two (2) soil borings at the project site with all necessary data for the proposed design including, but not limited to, soil types encountered, blow counts, and piling recommendations. Wightman shall solicit quotes from qualified consultants and provide award recommendation to the City. The cost for soil borings is not included in the below fee.
- d. Schematic Alternatives
 - Following completion of the Kickoff Meeting and Site Inspection, Wightman will develop and present to the City proposed structure alternatives including estimated cost differences.
- e. Hydraulic Analysis
 - Complete a hydraulic analysis as required by the MDEGLE for the existing and proposed structure.
- f. Type, Size, and Location (TS&L) Plan
 - Prepare and follow the MDOT procedure for development of the TS&L plan prior to preparation and submission of preliminary plans.
 - Submit the TS&L plan to the City for review and approval.
 - Revise the TS&L plan per City comments for submittal to the MDOT.

4) Preliminary Design and Engineering

- a. Utility Coordination
 - Wightman will coordinate all utility relocations as required. We begin this process during the early stages of design to minimize conflicts and potential delays during construction.
- b. Preliminary Cost Estimate
 - Having obtained the necessary field information and approved scope of improvements, prepare a preliminary cost estimate for the proposed structure and associated improvements.
- c. Grade Inspection (GI) Package
 - Prepare a set of preliminary plans for the site containing all information required by the City of Albion and MDOT.
 - Submit Grade Inspection Package, including preliminary plans, preliminary cost estimate, and project special provisions to the City of Albion for review and approval.
 - Revise Grade Inspection Package per City of Albion comments for submittal to the MDOT.
- d. Grade Inspection Meeting
 - Attendance of Wightman project staff at the MDOT Grade Inspection Meeting.

5) Final Design and Engineering

- a. Final Package
 - Prepare a set of final plans for the site containing all detailed information required by the City of Albion and MDOT to construct the proposed structure.
 - Submit Final Package, including final plans, final cost estimate in MERL format, project special provisions, and all necessary permits/clearances to the City of Albion for review and approval.
 - Revise Final Package per City of Albion comments for final submittal to the MDOT.
- b. MDOT Proposal Review
 - Following submittal of the Final Package to MDOT, review the MDOT prepared proposal to ensure all project related information, including special provisions, details, etc., are included.
- c. Addenda Preparation
 - Wightman shall prepare and submit to MDOT any addenda, as required.
- d. Annual Bridge Inspection
 - Completion of the MDOT required 2022 annual bridge inspection, including submission of all necessary MiBridge documents.

The following items have not been included within our Scope of Services, however, may be required based on our experience with similar projects. If any of the below tasks are determined to be necessary as part of this project, Wightman would be pleased to assist as an additional service.

Haley Snyder, City Manager
9/23/2021
Page 4

- a. Easement Acquisition
 - Permanent easement acquisition is not anticipated for this project and as such, is not included in the proposed fee.
- b. MDEGLE Hazardous Waste Permit
 - A MDEGLE Hazardous Waste Permit is not anticipated for this project and as such, is not included in the proposed fee.

Section III - Fees

N. Albion Street Bridge Replacement

1) Topographic Survey	\$11,500
2) Permitting	18,000
3) Conceptual Design and Engineering	18,500
4) Preliminary Design and Engineering	42,000
5) Final Design and Engineering	<u>28,000</u>
TOTAL FIXED FEE	\$118,000

Section IV – Schedule

We can begin work within 4 weeks of acceptance of our proposal. We have provided the following proposed schedule which includes a MDOT July 2022 Grade Inspection submittal:

Tentative Award of Project	October 2021
Kickoff Meeting	November 2021
Submit NEPA to LAP	March 2022
Submit Type, Size, and Location Plan to City	April 2022
Submit Type, Size, and Location Plan to LAP	May 2022
Submit Grade Inspection Package to City	June 2022
Submit EGLE Permits	June 2022
Submit Grade Inspection Package to LAP	July 2022
Estimated Grade Inspection Meeting	August 2022
Submit Final Documents to City	September 2022
Submit Final Documents to LAP	September 2022
Estimated MDOT Letting	December 2022
Construction	Summer 2023

Please note the above schedule is dependent on the review/response time of the City of Albion and Michigan Department of Transportation.

Section V – Terms and Conditions

Our standard terms and conditions are attached.

We are extremely excited about the opportunity to partner with you on this project. If our proposal is acceptable to you, please sign below to authorize us to begin work and return a copy to our office.



Haley Snyder, City Manager
9/23/2021
Page 5

If you have any comments or questions, please feel free to contact me.

Very truly yours,

WIGHTMAN



Samuel A. Leatch, P.E., Project Manager
sleatch@gowightman.com

cc: Mr. Patrick Miller, Director of Public Services
Mr. Mickey Bittner, P.E., Client Representative

This proposal is approved and accepted by:

Signature

Date

Printed Name

Title

Client Name and Address (Billing)





Standard Terms and Conditions

Updated 7/1/2021

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.
13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this



- Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. Force Majeure Clause. Neither party will be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) flood, fire, or explosion; (ii) war, terrorism, invasion, riot, or other civil unrest; (iii) embargoes or blockades in effect on or after the date of this Agreement; (iv) national or regional emergency – including, but not limited to, pandemic, uncontrollable, and/or imminent spread of contagious disease; or (v) strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure").
17. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
18. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
19. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.

20. Billing Rates.*

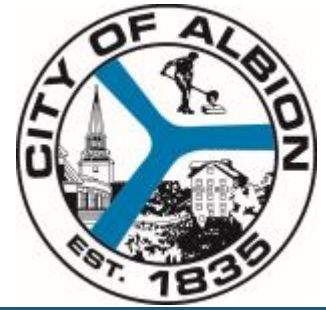
Principal	\$250.00/hour
Licensed Staff VI	\$210.00/hour
Licensed Staff V	\$190.00/hour
Licensed Staff IV	\$175.00/hour
Licensed Staff III.....	\$155.00/hour
Licensed Staff II.....	\$140.00/hour
Licensed Staff I.....	\$125.00/hour
Professional Staff V	\$150.00/hour
Professional Staff IV	\$135.00/hour
Professional Staff III	\$115.00/hour
Professional Staff II	\$100.00/hour
Professional Staff I	\$90.00/hour
Technician VI.....	\$120.00/hour
Technician V.....	\$110.00/hour
Technician IV.....	\$100.00/hour
Technician III	\$90.00/hour
Technician II	\$80.00/hour
Technician I.....	\$70.00/hour
Administrative.....	\$75.00/hour
3-Person Survey Crew	\$195.00/hour
2-Person Survey Crew	\$160.00/hour
1-Person Survey Crew	\$125.00/hour
3-Person Survey Crew (Construction Staking)	\$210.00/hour
2-Person Survey Crew (Construction Staking)	\$175.00/hour
1-Person Survey Crew (Construction Staking)	\$140.00/hour
Expert Witness/Testimony	\$400.00/hour
Drone Pilot/Technician	\$150.00/hour
High Definition Laser Scanning Technician	\$150.00/hour
High Definition Laser Scanner Fee	\$150.00/hour
Aerial Drone Equipment.....	\$150.00/hour

Reimbursable Expenses.* Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:

- Black & White Prints/Copies
 - 8 ½ x 11 \$0.19/sheet
 - 8 ½ x 14 \$0.19/sheet
 - 11 x 17 \$0.19/sheet
- Color Prints/Copies
 - 8 ½ x 11 \$0.85/sheet
 - 8 ½ x 14 \$0.85/sheet
 - 11 x 17 \$1.25/sheet
- Black & White Plots
 - 12 x 18 \$1.50/sheet
 - 18 x 24 \$2.75/sheet
 - 24 x 36 \$5.00/sheet
 - 30 x 42+ \$7.50/sheet
- Color Plots
 - 12 x 18 \$9.00/sheet
 - 18 x 24 \$18.00/sheet
 - 24 x 36 \$30.00/sheet
 - 30 x 42+ \$42.00/sheet

*Rates subject to change.

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: APPROVE RESOLUTION # 2021-36, A RESOLUTION RESTATING THE CITY'S SUPPORT FOR DR. JOHNSON'S VISION
Meeting: CITY COUNCIL - 01 Nov 2021
Department: Council
Staff Contact: Marcola Lawler, (4)

ATTACHMENTS:

[Resolution 2021-36](#)

RESOLUTION #2021-36

A RESOLUTION RESTATING THE CITY'S SUPPORT FOR DR. JOHNSON'S VISION

Council Member _____ moved, supported by Council Member _____, to approve the following resolution.

WHEREAS, On Saturday, April 24, 2021, the Albion City Council at a special meeting approved 5-2 a motion to support Albion College President Johnson's approach to public-private partnership outline in the letter entitled "Vision for the Future of Albion, the College and the City: and

WHEREAS, The Albion City Council's approved motion supporting the public-private partnership vision made no exceptions, so it included support for the entire contents of the vision document, thus including and supporting the Washington Gardner site option; and

WHEREAS, The Albion City Council recognizes that access to quality education is an essential component of a sustainable and competitive community for residents and businesses; and

WHEREAS, Albion's College's President and Board of Trustees have expressed their desire to both strengthen the College's engagement with the community and to ensure that the College's future planning and investments are undertaken with a consideration of how they might also benefit the community as a whole; and

WHEREAS, Albion College President Mathew Johnson's letter proposed a visionary plan for a public-private partnership in support of public education that would redevelop the site of the former Washington Gardner School by:

- Co-locating a new science, technology, engineering, arts, and math (STEAM) focused elementary school adjacent to the site;
- Establishing an Albion African-American history museum within the former school building;
- Expanding Albion College's facilities to include new construction of a theater, a music performance hall, an NCAA compliant athletic arena, and instruction and practice spaces for the College's education and music departments, respectively;

WHEREAS, The Albion City Council in April and now finds that President Johnson's plan offers the best opportunity to strengthen public education in the City of Albion, especially as it would create a unique set of wrap-around opportunities and services for children and families of Albion;

NOW THEREFORE BE IT RESOLVED, the Albion City Council hereby again expresses its strongest support for the vision and plan articulated in the April 21, 2020 memorandum submitted to the Council and community by Albion College President Mathew Johnson entitled “A vision for the Future of Albion, the College, and the City” which included the Washington Gardner site option for the location of the proposed new Marshall Public Schools (MPS) elementary school in Albion;

BE IT FURTHER RESOLVED, the Albion City Council supports the vision outlined by Dr. Johnson even though the Battle Creek YMCA has decided to no longer partner with Albion College;

I hereby certify that the above resolution was adopted on November 1, 2021 in a regular session of the Albion City Council, and this is a true copy of that resolution.

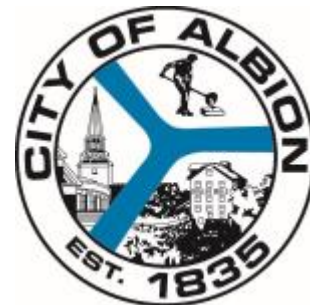
Ayes _____

Nays _____

Absent _____

Jill Domingo, Clerk

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: DISCUSSION RECREATION MILLAGE
Meeting: CITY COUNCIL - 01 Nov 2021
Department: Council
Staff Contact: Nora Jackson, (3)