



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 Monday, March 5, 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

Sheryl L. Mitchell
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. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. CITY MANAGER REPORT
- VII. PRESENTATIONS
 - A. Oath of Office-PSO Officer Collin Morgan
- VIII. PUBLIC HEARINGS
- IX. 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.)
- X. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on
 - A. Approval Regular Session Minutes, February 20, 2018
- XI. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Discussion/Approval of Agreement to Convey Property After Demolition (Dalrymple School Property) (RCV)
 - B. Request Approval Ordinance # 2018-03, An Ordinance to Amend Article V of Chapter 22, Section 22-205, of the Albion Code of Ordinances, Medical Marihuana Facilities License Applications Evaluation (RCV)
 - C. Request Approval Resolution #2018-06, To Approve the Awarding of



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Water Tower Repainting Bid to Seven Brothers Painting, Inc. (RCV)

D. Request Approval Resolution # 2018-07, To Set Medical Marihuana License Fees (RCV)

E. Request Approval 2017 Annual Planning Commission Report (RCV)

F. Request Approval of Demolition of 608 Austin Avenue from Solid Waste Funds (RCV)

G. Request Approval of MML Registration Fees for Council Members (RCV)

H. Request Approval Boards & Commissions Initial Appointment (RCV)

- Albert Amos, Planning Commission, Initial Appointment, Term to Expire 12-31-2018

I. Request Approval of Engagement Agreement with Attorney Scott Smith of Dickinson Wright in Connection with the Review of Council Rules of Procedure (RCV)

J. Discussion-Discussion regarding Project Rising Tide Kickoff and Invitations

K. Discussion-Community Development Organizations

L. Discussion-Neighborhood Planning Council

XII. Future Agenda Items

XIII. Motion to Excuse Absent Council Member(s)

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

XV. ADJOURN

City of Albion
Council Session Minutes
February 20, 2018

I. CALL TO ORDER

Mayor Brown called the 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:

Sheryl Mitchell, City Manager; Stacey Levin, Assistant City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Scott Kipp, Chief Public Safety; and John Tracy, Director Planning, Building & Code Enforcement.

*Mayor Brown asked for a motion to **postpone** Item F. (1) Request Approval Boards & Commissions Appointments for Jacqueline Slaby, Initial Appointment, Planning Commission, Term to Expire 12-31-2020

*Brown moved, Lawler supported, to **postpone** Request Approval Boards & Commissions Appointments for Jacqueline Slaby, Initial Appointment, Planning Commission, Term to Expire 12-31-2020. (6-0, rcv)

V. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Members Barnes and Lawler and Mayor Brown.

VI. CITY MANAGER REPORT

City Manager Mitchell updated the Council on the following items:

- **MML – Capital Conference** – March 20-21 in Lansing. Some council members have expressed interest in attending. Registration Rate is \$225 before Feb. 28 and \$300 afterwards.

- **Boards & Commissions Orientation** – As part of the RRC certification process, it was recommended that the City develop information to share for Boards and Commissions regarding recruiting, the application process, orientation, and training. A copy of the document that was prepared primarily by Stacey Levin and Jill Domingo is at your desks for your review and comment.
- **Zoning Ordinance Update** – the first meeting on the updating of the ordinance was held in January. The next meeting is scheduled for March 15 at 7pm in the Mayor's Conference Room. The meetings are open to the public.
- **2017 Audit** – the auditing firm, Stevens, Kirinovic & Tucker, PC are planning to be on site during the last full week in March – the week of March 26th; and returning the 3rd week in April – the week of April 16th. They have provided the Council with a letter overviewing their responsibilities, planned scope, and timing of the audit.
- **Year-end Budget Report** – The report provided in your packet reflects preliminary numbers. There are still a lot of year-end adjusting entries that need to be made – some that will have a major impact on the final numbers (most of which are related to some of the grants).
- **North Country Trail Signage** – Met on Feb. 14th with Larry Pio, Director of North Country Trail Association, along with Eric Worley, Gregg Strand, and Mark Lelle, to discuss placement of trail markers where the trail coincides with the Albion River Trail. Discussed steps in having Albion designated as a Trail Town.
- **Michigan Economic Development Advisory Committee** – The Michigan Municipal League and Michigan Economic Development Corporation have jointly formed an advisory committee of local government leaders to offer advice on existing and future community development priorities, policies, and programming. I have been invited to serve on this advisory committee to share our local perspective.
- **Regional Health Alliance Leadership Cabinet** – Discussed commitment and strategy for health equity and developing tools to strengthen organizational effectiveness to address health disparities for disadvantaged groups. Will be implementing a more interactive web-based platform for the county report card (TCC) on MiCalhoun. First phase expected to roll out in Spring 2018.
- **Community Partners Committee** – There will be community presentations on the Big Albion Plan on Feb. 21 at 3pm and Feb. 22 at 10am in the EDC Conference room. As part of the Zoning update, Albion College was invited to review relative and offer comments relative to the College District. The Economic

Forecast is scheduled for March 1st at 5pm at the Courtyard Marriott. Presenters will include Mayor Garrett Brown, Amy Deprez (EDC) and Eric Worley (Chamber), in addition to Upjohn Institute representative.

- **Albion EDC** – held meeting on Feb. 1, 2018. The EDC Board authorized the sale of 2 lots in the Industrial Park, with a contingency based on implementation of the Medical Marihuana Ordinance in Albion. Krista Trout-Edwards gave a presentation on the "Transform This Commercial Property" program that will be implemented shortly. The Revolving Loan Fund Committee was re-established in anticipation of the receipt of applications. The AEDC offices will be relocating to the Albion Community Foundation office on Eaton Street. They are entering into a 2-year rental agreement. The building at 309 S. Superior, which is owned by the ABA, is on the market and may require some repairs.
- **City Hall Closed** – because of the President's Day Holiday observance, city offices will be closed on Monday, Feb. 19, 2018.
- **Mayor/City Manager Report** – City Manager was included on conference call between the Mayor and Attorney Scott Smith regarding the solicitation of a quote for his review of the Council Rules of Procedure.

Comments were received from Mayor Brown.

VII. PRESENTATIONS

A. Update on Superior Street-MDOT

Mark Diezel and Greg Finnila, Michigan Department of Transportation (MDOT) Representatives updated the Mayor and Council on Superior Street with the following:

- The "fix" needed for Superior Street was not going to be easy.
- The construction of the current street has obviously failed. They stated this type of street has been placed elsewhere successfully but it has not held up in Albion
- There is an issue with drainage and MDOT is running tests to see what caused the failure.
- The plan for fixing Superior Street is as follows:
 - The bricks and sand underneath will be dug up and replaced with asphalt and new bricks on top. The street will be closed and traffic unable to pass the areas that they are replacing the bricks
- A time frame as to how long the repair will take is yet to be determined
- A timeframe for the brick replacement to begin is not yet determined.
- MDOT will keep the City informed of timelines as the project develops.

Comments were received from Council Members Brown, Spicer and Lawler; Mayor Brown and City Manager Mitchell.

- B. Certificates of Appreciation for Cardboard Classic Sled Race, Eric Worley and Stacey Levin

Eric Worley, Greater Albion Chamber of Commerce & Visitors Bureau President & CEO and Assistant City Manager Stacey Levin gave the following update on the Cardboard Classic Sled Race:

2018 Albion Cardboard Classic Sled Race Report

The 28th Albion Cardboard Classic Sled Race saw plenty of snow on February 10th! Over 24 sleds were entered in the competition with the AmeriCorps VISTA's sled finishing with the fastest sled of the day. Events like this can only happen with the help of a strong team. We'd like to acknowledge and thank the following individuals who helped make the event a success:

Sled Race Planning Committee:

Chamber President/CEO Eric Worley
Assistant City Manager Stacey Levin
ADPS Chief Scott Kipp
PSO Justin Reniger
PSO Kelli Williamson
Recreation Department Director Larry Williams
Deputy Director of Public Services Harry Longon
AmeriCorps VISTA Lauren Freeman

Judges of the Sled Design Competition:

County Commissioner Gary Tompkins
Mayor Garrett Brown
Albion College Art Professor Michael Dixon
Artist Kris Hargis

Event Workers:

Event Announcer: Council Member Andrew French
Race Starter: Sam Porter
Race Timers: Madison Vaive, Katey Price, Ryan O'Dell and Denise Porter
Volunteer Crew: Pam Schuler and the Albion College Student Volunteer Bureau, Alpha Phi Omega Service Fraternity, and the Build Albion AmeriCorps VISTA team
Sound/PA System: Kelly Kidder
Special thanks to the City of Albion Parks Department, Street Department, and ADPS for preparing the sledding hill, plowing Victory Park, and plowing surrounding streets.

Thank you to the **County and City Officials** who supported the event: County Commissioner Gary Tompkins, Sheriff Matt Saxton, Mayor Garrett Brown,

Council Member Andrew French, Council Member Lenn Reid, Council Member Marcola Lawler, and City Manager Sheryl Mitchell.

We'd like to congratulate the **first-place winners** of the event:

Sled Design Challenge Winner: Kiera Cesco

Bunny Hill Winner: Tavis Reniger

Age 12 & Under Individual Rider: Megan Sterly

Age 13 & Above Individual Rider: Brion Cesco

Super Modified Winner: James Hoffman

Group Sled Winner: AmeriCorp VISTA (Andrew Texel & Chris Herweyer)

A complete list of winners can be found on the Cardboard Classic Facebook Page and the current issue of the Albion Recorder.

Lastly, the event would not have been possible without the support from our 21 local sponsors. In appreciation of their commitment to the event, we'd like to recognize the sponsors and ask them to come up and receive a Certificate of Appreciation. At the end of the presentation, we'd like to take a group photo.

We'd like to first recognize **Knauf Insulation** for its Platinum Sponsorship. Thank you for your generous donation.

We'd also like to acknowledge **Decker Manufacturing Corp.** for its Gold Sponsorship. We appreciate your generous donation.

We'd also like to thank the following sponsors:

Albion Lions Club

AAUW

Albion College Student Volunteer Bureau

Albion College Campus Programs & Organizations

Albion Heritage Bed & Breakfast

Albion Insurance Agency

Ashley Reniger Realtor

Biggby Coffee

Boy Scout Troop 158

Calhoun County Recycling

Dickerson Music

Granger

Haas Trucking, Inc.

The Harkness Law Firm, PLLC

Homestead Savings Bank

Oaklawn Hospital

Team 1 Plastics

Tractor Supply Co.

Yesterday's News

VIII. PUBLIC HEARINGS-None

- IX. 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 Frank Passic, 900 S. Eaton St; Eric Worley, President & CEO Greater Albion Chamber of Commerce & Visitors Bureau; David Abbott, 412 S. Clinton St; Jim Cascarelli, Cascarelli's; Al Smith, 1209 Adams St; Kelly Kidder, Dickerson Music; Nancy Cascarelli, Cascarelli's and Cindy Stanczak, 929 Luther Drive.

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

- A. Approval Regular Session Minutes-January 16, 2018
B. Approval Regular Session Minutes, February 5, 2018

Brown moved, Reid supported, CARRIED, To Approve Consent Calendar as presented. (6-0, vv)

- XI. ITEMS FOR INDIVIDUAL DISCUSSION

- A. Request Approval 2nd Reading and Adoption of Ordinance # 2018-01, An Ordinance to Authorize Medical Marihuana Facilities Licensing and Regulations and Create Article V of Chapter 22 of the Albion Code or Ordinances (RCV)

Comments were received from Council Member Spicer, Mayor Brown and City Attorney Harkness.

Brown moved, Spicer supported, CARRIED, To Approve 2nd Reading and Adoption of Ordinance # 2018-01, An Ordinance to Authorize Medical Marihuana Facilities Licensing and Regulations and Create Article V of Chapter 22 of the Albion Code or Ordinances including the amendment to Section 22- to read-The City Clerk, after approval from the City Council, shall issue up to 20 licenses for the following types Grower Facilities, Processor Facilities, Secure Transporters and Safety Compliance Facilities (6-0, rcv)

- B. Discussion of Marihuana Facility License Fees

City Attorney Harkness recommended that the application fee be set at the maximum permitted by the State of \$5,000 per application annually. Review of other communities indicate that the administrative costs for inspections, attorney, planning, site review, income tax, public safety and the city clerk will exceed this amount. An estimate from the City of Battle Creek is included in your council packet. It would be recommended that Council request staff to adopt a resolution to establish an annual nonrefundable City of Albion

Marihuana Facility Permit fee in the amount of \$5,000 for each authorized medical marihuana facility within the City to help defray administrative and enforcement costs associated with these facilities. The annual renewal rate would also be the same amount and due on the anniversary date of when the City authorized the facility to operate.

The consensus of the Council is to have the City Attorney draft a resolution to set the Medical Marihuana License fees for \$5,000 per license to be approved at the next Council meeting.

Comments were received from Council Member Brown and Mayor Brown.

- C. Request Approval of Amendment to Council Rules to Add Appendix A; Roles & Responsibilities of City Officials (RCV)

Comments were received from Council Member Brown and Mayor Brown.

Brown moved, Lawler supported, CARRIED, to Approve the Amendment to Council Rules to Add Appendix A; Roles & Responsibilities of City Officials as presented. (6-0, rcv)

- D. Request Approval Amendment to Council Rules to Add Mayor/Manager Weekly Consultations (RCV)

Comments were received from Mayor Brown.

Brown moved, Lawler supported, CARRIED, To Approve Amendment to Council Rules to Add Mayor/Manager Weekly Consultations as presented. (6-0, rcv)

- E. Request Approval for Authorization of Funds for Attorney Smith for Council Rules Review (RCV)

Comments were received from Council Members Reid, Brown, Spicer and Barnes; Mayor Brown and City Manager Mitchell.

*Council Member Brown asked to **AMEND** the motion for Request Approval for Authorization of Funds for Attorney Smith for Council Rules Review to include a \$1200.00 funding maximum.*

Comments were received from Council Members Reid and Barnes.

Brown moved, Spicer supported, CARRIED, to Amend motion for Request Approval for Authorization of Funds for Attorney Smith for Council Rules Review to include a \$1200.00 funding maximum. (5-1, rcv) (Barnes dissenting).

Council Member Brown asked to **AMEND** the motion Request Approval for Authorization of Funds for Attorney Smith for Council Rules Review with a \$1200.00 funding maximum to include funding will be taken from Conference Costs in the City Council budget.

Comments were received from City Manager Mitchell.

Brown moved, Spicer supported, CARRIED, to Amend motion for Request Approval for Authorization of Funds for Attorney Smith for Council Rules with a \$1200.00 funding maximum to include funding will be taken from Conference Costs in the City Council budget. (5-1, rcv) (Barnes dissenting).

Brown moved, Lawler supported, CARRIED, to Approve Authorization of Funds for Attorney Smith for Council Rules Review with a \$1200.00 funding maximum with funding taken from Conference Costs in the City Council budget. (5-1, rcv) (Barnes dissenting).

F. Request Approval Boards & Commissions Appointments (RCV)

- Jacqueline Slaby, Initial Appointment, Planning Commission, Term to Expire 12-31-2020

Mayor Brown asked to have this agenda item postpone at the beginning of the meeting.

Brown moved, Lawler supported, to postpone Request Approval Boards & Commissions Appointments for Jacqueline Slaby, Initial Appointment, Planning Commission, Term to Expire 12-31-2020. (6-0, rcv)

- William Rafaill, Initial Appointment, Albion District Library, Term to Expire 12-31-2021

Comments were received from Council Members Barnes, Reid and Spicer.

Council Member Brown asked for Point of Order to remain on topic of Board Appointment to Albion District Library.

Spicer moved, Brown supported, CARRIED, To Approve Initial Appointment of William Rafaill, Albion District Library, Term to Expire 12-31-2021 as presented. (6-0, rcv)

G. Discussion-Austin Avenue

1. Abatements
2. Demolitions
3. City's Financial Ability for Demolition

Council Member Barnes stated his concerns for the health, welfare and safety for the public in regards to properties located at 608 and 610 Austin Avenue. These properties have holes in the structures and rodents living in them. They are a danger to the public as they could come down at any time.

Council Member Barnes would like to propose to Council to use the \$19,000 in the solid waste fund to demolish 608 Austin Avenue and recoup funds from homeowner.

City Attorney Harkness stated a nuisance lawsuit has been filed against the homeowner of 608 Austin Avenue with a judgement received that the City may demolish the structure. There has been no response from the homeowner. The Court has issued a bench warrant for contempt for the homeowner.

Mayor Brown called for Point of Order in keeping on topic of the current discussion.

Director of Planning, Building & Code Enforcement Tracy stated the approximate cost for the demolition of 608 Austin Avenue would be \$18,700; however, if there is asbestos in the building the cost may be more.

City Manager Mitchell asked if the Council would be interested in using funds for demolition of properties that are privately owned as we have several in the City.

Additional comments were received from Council Member Reid.

H. Discussion-Social Media Policy

Mayor Brown stated the City has a presence with social media via Facebook and the Council meetings recorded and placed on you tube. The administration and the City Attorney are working on drafting a social media policy for the City. Chief Kipp is working on the first phase with the public safety unions, as there are some items that are specific to their roles. Mayor Brown wanted to the Council to be aware this policy will be coming forth for approval at a later date.

Comments were received from Council Member Spicer and City Manager Mitchell.

I. Discussion-City Awards & Recognitions and Key to the City

Mayor Brown would like to re-start the Key to the City award. He is working with City Manager Mitchell on the cost of the key and the framework in which the award will be given. They are also working on the framework for which city awards & recognitions.

XII. Future Agenda Items

- Council Member Brown would like to add the following items to the next agenda:
 - Set a date/time for Council work session on Council Rules of Procedures
 - Final date for goal setting session
- City Attorney Harkness would like a resolution to set fees for Medical Marijuana Facilities license fees be added to the next agenda.
- Council Member Barnes would like approval of demolition of 608 Austin Avenue from solid waste funds added to the next agenda.
- Mayor Brown would the following items added to the next agenda:
 - Initial discussion on community development organizations
 - Discussion on Neighborhood Planning Council

XIII. Motion to Excuse Absent Council Member (s) (VV)

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

XIV. 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 Cindy Stanczak, Director Albion District Library; Ronnie Sims, 710 W. Erie St; Eric Worley, President & CEO Greater Albion Chamber of Commerce & Visitors Bureau; Mark Lelle, 422 Elizabeth St and Andrew Texel, AmeriCorps Vista member.

XV. ADJOURNMENT

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

Mayor Brown adjourned the Regular Session at 9:15 p.m.

Date

Jill Domingo
City Clerk



CITY OF ALBION
Office of the City Manager
Sheryl L. Mitchell

112 West Cass Street ♦ Albion, MI 49224
517.629.7172 ♦ smitchell@cityofalbionmi.gov

MEMO

TO: Honorable Mayor and City Council
FR: Sheryl L. Mitchell, City Manager
DA: March 5, 2018
RE: **Agenda Summary**

ITEMS FOR INDIVIDUAL DISCUSSION

- A. Discussion / Approval – Agreement to Convey Property After Demolition (Dalrymple School)** - The Calhoun County Treasurer foreclosed on Dalrymple School, which was located at 406 S Ann Street in Albion, in April of 2016 for non-payment of property taxes. Local collaboration between the Treasurer, Calhoun County Land Bank Authority (Land Bank), and the City of Albion began back in 2014 as these partners started to strategize a way to get the property into public ownership. Working with the Treasurer, the City began to attach its costs on the property tax bills as special assessments in hopes of deterring the private owner from paying the taxes. The goal of these three entities was to get the property into public ownership so that the blighted condition could be addressed through a local partnership that leveraged available funds and skills. After the school fell into disrepair and became dangerous, the City sought and received a court in 2012 that required the private owner, Jericho Development, to demolish the school. Unfortunately, that demolition never occurred and the County Treasurer became the owner of the property through the tax foreclosure process. Working together, the City, Treasurer and Land Bank hosted two community forums to gather community input about the property. Residents expressed fears about safety due to the condition of the building, concerns about pedestrian traffic that routinely crosses the property, as well as unknown environmental issues. It was agreed that instead of the City of Albion sharing in the demolition costs, that upon demolition by the County, the property would be transferred to City ownership. Upon acceptance by the City, the Land Bank will move forward with EPA Brownfield Funds for the environmental assessment. The Agreement to Convey Property After Demolition conveys the property to the City of Albion for the cost of One (\$1.00) Dollar.
- B. Request Approval Ordinance #2018-03, Amendment to Medical Marihuana Ordinance.** The Albion City Council recently approved the City's medical marihuana facility ordinance via Ordinance 2018-01. Recently a typo was discovered in section 22-205(B)(8). It read "Past convictions of the applicant involving any of the following, but limited to:". The word "not" was intended to have been placed between "but" and "limited". Council approval is recommended to correct this typographical error. Additionally, given that the marihuana ordinance is set to take effect March 20th, 2018, and given that the wording of this section is essential to the evaluation of license applications received, it is

recommended this ordinance be deemed an emergency ordinance and be passed with only one reading (pursuant to Section 6.3(B) of the City Charter) and be given the same effective date as ordinance 2018-01 of March 20th, 2018.

- C. Request Approval Resolution #2018-06. To Approve the Awarding of Water Tower Repainting Bid to Seven Brothers Painting, Inc.** The City has sought, through Dixon Engineering, bids for the repainting of the 500,000 gallon elevated tank (water tower). Dixon Engineering has completed the bid process and has recommended that the bid by Seven Brothers Painting, Inc., of Shelby Township, Michigan, be approved as the lowest responsible bidder in the amount of \$505,900.00. The bid by Seven Brothers Painting, Inc. includes all of the bid line items. Additionally, Seven Brothers Painting, Inc. has completed similar projects in multiple other municipalities. The project is anticipated to be completed by August 3, 2018. The resolution approves the awarding of the bid for the repainting of the 500,000 gallon elevated tank (water tower) to Seven Brothers Painting, Inc., in the amount of \$505,900.00. The project is primarily funded through the MEDC special appropriation of \$500,000.
- D. Request Approval of Resolution #2018-07, Medical Marihuana License Fees.** The City of Albion recently approved Ordinance 2018-01 to allow various medical marijuana facilities to operate within the City. Pursuant to Public Act 281 of 2016, local municipalities may charge a license fee of up to \$5,000.00 per license for medical marihuana facilities operating within the municipality. In reviewing the estimated amount of time required by the various city departments to evaluate medical marihuana license applications, review city records, inspect the premises of facilities, and to provide the additional city services required by these facilities, coupled with the City's limited staff available, it is recommended that the maximum annual fee and renewal fee be assessed at \$5,000.00 per license.
- E. Request Approval 2017 Annual Planning Commission Report.** The by-laws for the Planning stipulate that they are to provide the Council with an Annual Report. The report was approved by the Planning Commission at their February 21, 2018 meeting.
- F. Request Approval of Demolition of 608 Austin Avenue from Solid Waste Funds.** This was requested by Council Member Barnes at the February 20, 2018 meeting. The expenditure would exceed \$5,000 and would require council approval.
- G. Request Approval of MML Registration Fees for Council Members.** Three council members (Reid, Lawler, and Spicer) have expressed interest in attending the Michigan Municipal League Capitol Conference on March 20th. The registration cost is \$225.00 per person. Council approval is requested.
- H. Request Approval Boards & Commissions Appointments.** Mayor Brown has made the following recommendation for appointments:

- **Albion Amos**, Initial appointment, Planning Commission, Term to Expire 12-31-2018

This appointment fills a seat previously held by Scott Brown for the remainder of the term.

- I. Discussion – Community Development Organizations.** This item was requested by Mayor Brown at the Feb. 20th meeting.
- J. Discussion – Neighborhood Planning Council.** This item was requested by Mayor Brown at the Feb. 20th meeting. As part of the AmeriCorps/Vista project in Albion, a team member – Andrew Texel - has been assigned to the City of Albion with the goal of strengthening neighborhoods by assisting residents and developing a volunteer network to help residents strengthen their neighborhoods. One element includes the creation of Neighborhood Planning Councils (NPC) in an organic way to create a base of volunteers and to help disseminate information, start a neighborhood watch, offer input on infill housing, zoning, or other activities that the NPC sees as beneficial. Mr. Texel has been arranging meetings with the Mayor, council members and community members to solicit feedback on the framework for the NPCs, which are proposed to exist in each precinct. A copy of the draft bylaws has been included in the council packet. The proposed timeline is to have the related resolution introduced at the March 19th Council meeting.
- K. Approval of Engagement Agreement with Attorney Scott Smith of Dickinson Wright in Connection with the Review of Council Rules of Procedure.** Council requested an engagement agreement with Attorney Scott Smith of Dickinson Wright in connection with the review of council rules of procedure. The billing rate is \$220 per hour, and not to exceed \$1,200. The funding is from the Council budget.

AGREEMENT TO CONVEY PROPERTY AFTER DEMOLITION

THIS AGREEMENT TO CONVEY PROPERTY AFTER DEMOLITION ("**Agreement**") has been made as of the Effective Date (defined below), by the Calhoun County Treasurer, whose address is 315 West Green Street, Marshall, Michigan 49068 (the "**Treasurer**"), and The City of Albion, a Michigan Municipal Corporation, whose address is 112 West Cass Street (the "**City**").

Whereas the Treasurer is the owner of certain parcels of real estate commonly known as The Dalrymple School Property and the adjacent vacant parcel, described on attached **Exhibit A**, together with all, easements, division rights, bonus division rights, re-division rights hereditaments and appurtenances associated with that real estate (collectively, the "**Property**"); and,

Whereas, the Treasurer has, through the Calhoun County Land Bank Authority (the "Land Bank"), contracted to demolish all structures on the Property, and return it to a vacant lot suitable for future development; and,

Whereas that demolition has been completed and the Treasurer has certified to the City that the demolition was conducted according the scope of work defined in Calhoun County Land Bank Authority Request for Proposals: Demolition & Site Restoration Services, RFP #05-CCLBA-2017, attached as **Exhibit B**; and,

Whereas the Treasurer has contracted for and completed with Gardner Brother's Lawn and Landscaping limited restoration of the demolition site, consistent with the Due Care Construction Plan applicable to the building demolition, with a scope of work defined in attached Exhibit C.

Whereas, the City has had an opportunity to inspect the Property following the Demolition to confirm the extent of the demolition and limited restoration; and,

Whereas, the City desires to obtain a conveyance of the Property so it might control its future development; and

Whereas the parties wish to mutually agree upon a process that permits conveyance of the property to the City, while assuring that environmental matters are properly attended to and the Property is in a condition ready for the City to acquire and hold for the purposes of marketing for economic development according to its own plans and objectives following the Conveyance.

Now therefore, the Parties do agree that;

Based upon the terms and conditions of this agreement, the Treasurer will convey the Property to the City, and the City agrees to accept conveyance of the Property from the

Treasurer, on the terms and subject to the conditions set forth in this Agreement. The transaction provided for in this Agreement is sometimes referred to as the "**Conveyance**."

1. **Consideration for Conveyance.** The purchase price for the Property shall be One 00/100 U.S. Dollars (\$1.00) ("Purchase Price"), payable at Closing (as defined below), with the City to assume the reasonable and expected costs associated with obtaining title insurance, recording of the deed, and other similar closing costs, and the City's agreement to undertake the obligations set forth in this Agreement.

2. **Environmental Matters.** The parties understand that environmental testing disclosed the presence of certain environmental contaminants that may require continued management following conveyance of the Property to the City, including the preparation of a Base Line Environmental Assessment (BEA) and a Due Care Plan. The parties will:

- a. The Calhoun County Land Bank Authority ("Land Bank") will work with the City to finance the preparation of the Base Line Environmental Assessment and Due Care Plan through the Land Bank's EPA brownfield grant.
- b. Should the project meet the EPA grant guidelines, the Land Bank will assist with the preparation of a Baseline Environmental Assessment and a Due Care Plan using an environmental consulting hired by the CCLBA under the requirements of the EPA brownfield grant.
- c. Upon completion of all testing and preparation of the BEA and Due Care Plans, the City shall provide copies of all environmental testing, due care planning and other work product of the consultants, whether funded by grants or otherwise, immediately upon completion of the reports or other documents prepared by the consultant.
- d. City shall within fifteen (15) days after completion of these reports: (i) determine that the environmental condition of the Property is satisfactory and forego any further environmental investigation of the Property;; or (ii) request permission from Treasurer to perform additional testing, which shall be conducted at the expense of the City.
- e. If City requests permission for additional testing in accordance with the preceding Paragraph, City's request shall be accompanied by a written work plan that describes the proposed scope and content of the Phase II; the City shall be responsible additional items in the work plan not covered by the EPA brownfield grant.
- f. After the City's acceptance of the environmental condition of the property in subparagraph 2(d), or the completion of any additional testing in subparagraph 2(e), the Treasurer shall have fifteen (15) days to review them and either make reasonable requests for revisions to the BEA or Due Care Plan or terminate this Agreement by notice to City.

g. If the Treasurer does not exercise the right to terminate the agreement in paragraph 2(f) above, City shall be absolutely obligated to close the purchase.

(a) If City shall fail to complete any environmental investigations described above and/or fail to provide Treasurer with any required report or notice within the time periods provided, unless extended by written agreement of the parties, the City shall be considered to have waived any objection to the environmental condition of the Property.

(b) City acknowledges that City has had the opportunity to investigate all matters of interest pertinent to the Property, including, without limitation, its environmental condition and history. Upon closing, the City shall bear all responsibility and liability that is or may be asserted, claimed or determined in respect of the Property after the Closing from any cause, regardless of whether the responsibility and liability arose or might have arisen, or was or might have been caused by acts or omissions occurring, before Closing. City shall indemnify and hold Treasurer, the CCLBA, their agents, employees, or contractors harmless from all responsibility and liability, including, without limitation, reasonable attorney fees, resulting from or asserted against Treasurer as a result of the presence of any hazardous substance or solid or hazardous waste (as those terms are defined in applicable federal and state environmental protection laws and regulations). This indemnity shall survive the Closing indefinitely.

3. **City's Representations and Warranties.** City represents and warrants to Treasurer that (a) City has all necessary power and authority to enter into and perform this Agreement; (b) City has taken all necessary action to approve, execute, deliver, and perform this Agreement, and this Agreement is the valid and binding obligation of City, enforceable against City in accordance with its terms; (c) no judgment is outstanding against City and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of City, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing; (d) no insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting City or any of City's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of City, threatened; (e) City will have sufficient funds to close the Purchase on the Closing Date; and (f) City, nor any person or party that owns or is controlled by City, is not in violation of any laws relating to terrorism or money laundering, is not a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; that City is not listed in the annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 ("**Executive Order**"); and that City is not acting on behalf of any person or entity that is listed in the annex to, or is otherwise subject to the provisions, of the Executive Order.

4. **Treasurer's Representations and Warranties.** Treasurer represents and warrants to City that (a) Treasurer has all necessary power and authority to enter into and perform this Agreement; (b) Treasurer has taken all necessary action to approve, execute, deliver, and perform this Agreement and the Purchase, and this Agreement is the valid and binding obligation of Treasurer, enforceable against Treasurer in accordance with its terms; and (c) no judgment is outstanding against Treasurer and no litigation, action, suit, judgment,

proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Treasurer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

5. **Closing.** The closing ("**Closing**") shall take place after all contingencies have been satisfied and all the necessary documents have been prepared, on a date ("**Closing Date**") and at a location specified by Treasurer on at least fourteen (14) days' advance notice, but no later than December 31, 2017, unless extended by written agreement of the parties. At the Closing: (a) Treasurer shall execute and deliver to City a warranty deed for the Property, which shall be subject to the exceptions to title noted above, even if not expressly stated in the deed, and shall disclaim any warranty with respect to the number of land division rights; (b) City shall pay to Treasurer the Purchase Price, less the Deposit, and shall pay the recording fee for the deed; (c) each party shall sign a closing statement setting forth the transaction; and (d) all other documents that may be reasonably necessary to evidence the transaction. Each party shall be responsible for its own attorney fees and City will be responsible any closing delivery charge fee, recording processing fee, title review fee, tax certification fee and escrow fee charged by a title company closing the transaction, if any.

6. **Possession.** City shall have possession of the Property immediately following the Closing.

7. **Default.** If City defaults in City's obligations so that the Purchase is not closed, then Treasurer may terminate this Agreement by notice to City, and the City shall pay to the Treasurer the restoration costs incurred in the contract attached as Exhibit C, to the extent and in the amount stated in the attachment. Alternatively, Treasurer may elect to have specific performance of this Agreement or claim against City for Treasurer's damages. If Treasurer defaults in Treasurer's obligations under this Agreement so that the Purchase is not closed, then as City's only remedy, City may terminate this Agreement by notice to Treasurer.

8. **Miscellaneous.**

(a) Each party agrees and represents that no real estate broker/agent was involved in this transaction, and no commission will be due or paid.

(b) This Agreement, and the exhibits, contain the entire agreement of the parties and may not be modified except by an agreement in writing signed by both Treasurer and City. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

(c) Each party to this Agreement acknowledges and agrees that: (i) such party and the party's counsel have reviewed and negotiated, or have had the opportunity to review and negotiate, the terms and provisions of this Agreement and have contributed to its review and revision; (ii) any rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be used to interpret this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties

to this Agreement and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

(d) This Agreement shall bind and benefit Treasurer and City and their respective successors and assigns. City may not assign this Agreement without the prior written consent of Treasurer, which consent may be withheld in Treasurer's sole discretion.

(e) Time is of the essence of this Agreement. If the date for Closing, for the delivery of a document, or for giving of a notice falls on a Saturday, Sunday, or bank holiday, then it shall be automatically deferred to the next day that is not a Saturday, Sunday, or bank holiday.

(f) Treasurer and City recognize that Treasurer may involve the law firm of INSERT ATTY NAME ("**Legal Counsel**") is representing the Treasurer in the Purchase. City has either hired independent legal counsel or knowingly elected not to hire independent counsel to represent it in the transaction contemplated by this Agreement. Treasurer may, at its option, engage Legal Counsel to prepare additional documents necessary to the Closing of this transaction.

(g) All notices, requests, consents and other communications under this Agreement must be in writing, shall be addressed to the receiving party's address set forth below or to any other address a party may designate by notice under this Agreement, and shall be either (i) delivered by hand, (ii) sent by nationally recognized overnight courier, or (iii) sent by certified mail, postage prepaid:

If to Treasurer to:

Calhoun County Corporation Counsel
315 West Green Street
Marshall, Michigan 49068
Attention: James L. Dyer

If to City to:

City of Albion
112 W. Cass St.
Albion, MI 49224
Attention: Sheryl Mitchell

All notices, requests, consents and other communications under this Agreement shall be deemed to have been given either (i) if by hand, at the time of the delivery of the notice to the receiving party, (ii) if by overnight courier, on the next business day following the day the notice is delivered to the courier service, or (iii) if by certified mail, on the fifth (5th) business day following the day of the mailing. Any party, by notice to the other parties to this Agreement, may designate additional or different addresses for subsequent notices or communications.

(h) Nothing in this Agreement shall be construed to create any rights or obligations except between the parties to this Agreement, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

(i) The terms and provisions of this Agreement may be waived, or consent for the departure from the terms and provisions may be granted, only by written document executed by the parties. No waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

(j) This Agreement and the rights and obligations of the parties under this Agreement shall be governed and interpreted by Michigan law.

(k) Any legal action or proceeding with respect to this Agreement shall be brought in the courts of Calhoun County, Michigan, if original jurisdiction can be established, or of the United States of America for the Western District of Michigan. By execution and delivery of this Agreement, each of the parties to this Agreement accepts for the party and in respect of the party's property, generally and unconditionally, the personal and subject matter jurisdiction of the courts designated above, but the acceptance shall be only for any claims or proceedings relating to this Agreement. Each of the parties agrees that Calhoun County is a mutually convenient forum and that the party conducts business or owns property in Calhoun County. Each of the parties to this Agreement irrevocably consents to the service of process of any of the courts designated above in any action or proceeding by the mailing of copies of the service of process by certified mail, postage prepaid, to the party at its address set forth in the notice provision of this Agreement.

(l) In the event that any court of competent jurisdiction shall determine that any provision, or any portion of a provision, contained in this Agreement shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion of any provision, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

(m) The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement.

(n) All representations, warranties and covenants made in this Agreement by City or in any other agreement, certificate or instrument provided for or contemplated by this Agreement, shall survive (i) the closing of the transaction contemplated by this Agreement, and (ii) any investigations made by or on behalf of Treasurer. No claim shall be made by any party for any alleged misrepresentation or breach of warranty by the

other party unless notice for the claim shall have been given to the other party in accordance with the notice provisions of this Agreement.

(o) Except as otherwise specifically set forth in this Agreement, each party shall pay the party's respective fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by the party) in connection with the preparation or enforcement of, or of any requests for consents or waivers under, this Agreement, including any amendments or waivers to this Agreement.

(p) This Agreement may be signed in one or more counterparts, and by different parties to this Agreement on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures.

(q) Any press release or statement to the press with respect to the transactions contemplated by this Agreement will be coordinated by the parties, with the Treasurer providing the lead direction.

(r) The parties agree that the existence of this Agreement and the specific terms of this Agreement will remain confidential and will not be disclosed to third parties except as required by law.

(s) Treasurer will not be deemed to be in default or otherwise responsible for delays or failures in performance resulting from acts of God; acts of war or civil disturbance; governmental action or inaction; fires; earthquakes; or other causes beyond Treasurer's reasonable control.

(t) In the event of a dispute arising out of this Agreement, the prevailing party will be entitled to actual attorney fees and costs.

Treasurer and City have signed or caused this Real Estate Sale Agreement to be signed by their duly authorized representatives as of the date(s) set forth opposite their signatures. The date of the last signature shall be the "**Effective Date.**"

Calhoun County Treasurer

Dated:_____

By: Brian W. Wensauer

The City of Albion

Dated:_____

By:

Its:_____

City

EXHIBIT A

Properties

The property address and tax parcel number listed below are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed below is inconsistent in any way with the legal description listed above, the legal description listed above shall control.

Legal Description:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SEC 3, T3S R4W, CITY OF ALBION, CALHOUN COUNTY, MICHIGAN BEING DESCRIBED AS: COM AT E 1/4 COR SEC 3; TH N 01DEG 32' 35" W, 1323.97 FT ALG E LN OF SEC 3 TO THE N LINE OF THE SE 1/4 OF THE NE 1/4 SEC 3; TH N 88DEG 42' 23" W, 1324.89 FT ALG N LINE TO THE W LN OF SE 1/4 OF NE 1/4 OF SEC 3; TH S 01DEG 29' 45" E, 40.32 FT ALG W LN TO S LN OF ERIE ST, AS MONUMENTED; TH S 88DEG 41' 40" E, 33.04 FT ALG S LN ERIE AS MONUMENTED, TO THE INTERSECTION OF THE S LI OF ERIE ST WITH THE E LN OF DALRYMPLE ST; TH S 01DEG 29' 45" E, 107.50 FT ALG E LN OF DALRYMPLE ST; TH S 88DEG 41' 40" E, 172.00 FT, PAR WITH S LN OF ERIE ST, AS MONUMENTED TO THE POB. TH CONT S 88DEG 41' 40" E, 322.97 FT, PAR WITH S LN OF ERIE ST, AS MONUMENTED; TH S 01DEG 29' 45" E, 960.91 FT, PAR WITH W LN OF THE SE 1/4 OF THE NE 1/4 OF SEC 3 TO A PT 225.00 FT N OF E-W 1/4 LN SEC 3, AS MONUMENTED; TH N 89DEG 25' 42" W, 494.70 FT, PAR WITH THE EAST-WEST 1/4 LN SEC 3, AS MONUMENTED, TO THE E LN OF DALRYMPLE ST; TH N 01DEG 29' 45" W, 840.57 FT ALG SAID E LN; TH N 89DEG 18' 20" E, 165.91 FT; TH N 01DEG 18' 20" E, 120.75 FT TO THE POB; SD PARCEL CONTAINS 10.46 ACRES ; SAID PARCEL BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER AND ACROSS THAT PORTION CURRENTLY BEING USED FOR ROAD PURPOSES;

Property Address: 406 S Ann Street, Albion, MI 49224

Tax Parcel No.: 51-001-588-05

Legal Description:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SEC 3, T3S, R4W, CITY OF ALBION, CALHOUN COUNTY, MICHIGAN BEING DESCRIBED AS: COM AT THE E 1/4 COR SEC 3; TH N 01DEG 32' 35" W, 1323.97 FT ALONG E LN OF SD SEC 3 TO THE N LN OF SE 1/4 OF NE 1/4 OF SD SEC 3; TH N 88DEG 42' 23" W, 1324.89 FT ALG N LN TO THE W LN OF SE 1/4 OF NE 1/4 OF SD SEC 3; TH S 01DEG 29' 45" E, 40.32 FT ALG W LN TO S LN OF ERIE ST, AS MONUMENTED, TO THE INTERSECTION OF THE S LN OF ERIE ST WITH THE E LN OF DALRYMPLE ST; TH S 01DEG 29' 45" E, 107.50 FT ALG E LN OF DALRYMPLE ST TO THE POB; TH S 88DEG 41' 40" E, 172.00 FT, PAR WITH S LN OF ERIE ST, AS MONUMENTED; TH S 01DEG 18' 20" W, 120.75 FT; TH S 89DEG 18' 20" W, 165.91 FT TO E LN OF DALRYMPLE ST; TH NLY ALONG E LN OF DALRYMPLE ST TO

THE POB. SUBJECT TO POSSIBLE RIGHTS OF ADVERSE POSSESSION OF PORTION
LYING N OF DALRYMPLE SCHOOL N BOUNDARY FENCE.

Property Address: 407 S Dalrymple Street, Albion, MI 49224

Tax Parcel No.: 51-001-588-04

EXHIBIT B

Demolition Bid Document and Scope of Work

Calhoun County Land Bank Authority Request for Proposals: Demolition & Site Restoration
Services, RFP #05-CCLBA-2017

See attached.

Calhoun County Land Bank Authority

Request for Proposals: Demolition & Site Restoration Services

Calhoun County Land Bank Authority, on behalf of the Calhoun County Treasurer, is seeking bids for the former Dalrymple School building located at 406 S Ann Street, Albion, MI.

RFP NUMBER: #05-CCLBA-2017

DATE ISSUED: April 11, 2017

DATE DUE: May 1, 2017; 3:00PM (Local Time)

RFP will be opened publicly at this time in the Purchasing Department at
315 W. Green Street, Marshall, MI

Para una versión en Español, por favor llamar a Krista Trout-Edwards – 269-781-0777

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REQUEST FOR PROPOSALS: DEMOLITION & RESTORATION SERVICES

BACKGROUND

This Request for Proposals (“RFP”) is being issued by the Calhoun County Land Bank Authority (CCLBA), on behalf of the Calhoun County Treasurer (Treasurer), for demolition and restoration services for the former Dalrymple School site located at 406 South Ann Street, Albion, MI. **This structure has been deemed dangerous and cannot be assessed or abated for asbestos or other hazards; therefore, the project will be bid as an asbestos containing (ACM) demolition; documentation regarding the structure can be found in Appendix A.** CCLBA staff will provide project management services to the County Treasurer for this project.

Construction on the two-story school started in 1916, and it opened in 1918. In 1952, a single-story addition was added. The building was used as a school until 1982, when it was permanently closed. Since then, the site changed ownership many times, but was never redeveloped and fell into disrepair. In 2008, the Environmental Protection Agency responded to remove exposed hazardous materials, primarily asbestos. The Treasurer foreclosed on the school, which sits on approximately a three (3) acre section, and has a basement at the east end. The Treasurer and the CCLBA have worked together to address the challenges of this site.

The CCLBA invites the submission of proposals from certified demolition contractors who are also certified in asbestos abatement to provide demolition and site restoration services for this structure. **Please note that in preparation for this work the Treasurer has engaged an environmental professional who determined that the site is classified as a contaminated “Facility,” as defined at MCL 324.20101, because there exist hazardous materials (including arsenic) in the surface and shallow subsurface above applicable criteria. Said consultant is preparing a Due Care Construction Sheet will be given to the successful respondent and said consultant will be available during the demolition process if needed.**

IMPORTANT DATES

RFP Issue Date: April 11, 2017

MANDATORY Pre-Bid Meeting: April 18 at 9:00am, meet in the parking area along South Dalrymple St. (See map in Appendix B)

Questions Due: April 21, 2017 at 5:00pm

Answers Available: April 25, 2017 at 5:00pm

Register “Intent to Bid” Deadline: April 25, 2017 at 5:00pm

Proposal Due Date: May 1, 2017 at 3:00pm

Tentative Award Date: May 12, 2017

SCOPE OF WORK/DELIVERABLES

The CCLBA seeks sealed proposals from Respondents to provide ACM demolition, recycling, proper waste disposal, site protection, and site restoration in total compliance with all federal, state and local regulations, for the former Dalrymple School located at 406 S Ann Street in Albion. The building, including the addition, is approximately 40,000 square feet in size. The local building inspector deemed the site to be too dangerous to enter; therefore, it cannot be assessed for or abated of asbestos or other hazardous materials. The entire school structure shall be removed, along with all footings and foundations pursuant to local

municipal requirements, site backfilled with clean (non-hazardous) fill material (sand, dirt), compacted and graded. Contractor will also be responsible for removing asphalt parking area (approximately 15,406 square feet), driveway entrances, and replacing the curb along South Dalrymple Street (see Appendix B). Contractors will provide a plan for the recycling of demolished materials when possible.

In addition, the potential exists for an underground storage tank (UST) on this site. Because of the site condition, this could not be fully explored without potential compromise to the structure. Since the potential exists for one, we are asking the successful Respondent to dig test pits to determine if there is a UST on-site before the demolition starts (see Appendix B for area of concern). The exploration component should be figured into your bid as part of the demolition costs. If an UST is found, it likely will be handled through a change order process.

Because this is an ACM demolition, the CCLBA is requiring third party air monitoring throughout the entire demolition process and is included in the price sheet in Appendix C. Because this site is considered a Facility and the CCLBA will provide a Due Care Construction Plan to the successful respondent.

All utility disconnects will be the responsibility of the contractor. Contractor will be responsible for coordinating with the local permitting department/agency for applicable permits and final clearance. A storm water permit may be necessary for this project.

OTHER INFORMATION RELATED TO BID WORK:

1. Michigan State Law (MCL 129.201) requires a performance bond on projects where the overall costs exceeds \$50,000; therefore, a bid bond in the amount of 5% of the Contractor's overall bid price is required from each bidder under the submittal requirements of this RFP. A bid bond is usually a two page document from your bond company that includes the bond on page one, and a Power of Attorney authorization on page two from an insurance company; there should be no charge for this document. If a contract is awarded to a Contractor in an amount that equals or exceeds \$50,000, the Contractor shall supply both of the following:
 - a. A performance bond for 100% of the contract price; this shall be supplied once the contract has been verbally accepted. *(A performance bond is one executed in connection with a contract to secure fulfillment of Contractor's obligations under such contract.)*
 - b. A payment bond, in conjunction with the performance bond, on the part of the Contractor for 100% of the contract price; this shall be supplied once the contract has been verbally accepted. *(A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the current contract.)*
2. All structures and accessory buildings will be demolished on the premises, unless otherwise stated in this RFP or unless approval is given by the CCLBA. Specific instructions regarding the removal of asphalt or concrete will be addressed at the mandatory pre-bid meeting. Garbage, tree debris, and other types of debris must also be removed as part of the demolition.

3. Demolition and disposal of debris shall commence within fifteen (15) days from the Notice to Commence, unless other arrangements are made. Within five (5) calendar days after "Notice to Commence" Contractor shall submit a demolition schedule for the CCLBA's review.
4. The CCLBA assumes no responsibility for the condition of existing buildings and structures and other property on site, or for their continuance in the condition existing at the time of Notice to Commence. NO adjustment of contract price or allowance for any change in conditions will be made after the award of bid unless approved by the CCLBA.
5. Contractor shall use all means necessary to control dust on and near the work site and associated off-site areas if dust is caused by Contractor's work or as a result from the condition in which Contractor leaves the site. Third party air monitoring will also be required during the demolition process.
 - a. All surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance and to minimize the spread of lead-containing dust to the public and adjacent properties.
 - b. All dry mortar, lime, brick dust, plaster, and other flying material shall before and during removal be dampened sufficiently to prevent it from floating or being blown into the street or on any adjoining property; all sidewalks shall be protected by fences and scaffolds as required by state and local codes or regulations.
6. Once demolition is started, it shall be continued until completed. If a scheduling conflict occurs, other arrangements shall be made and must be approved by the CCLBA.
7. A demolition permit shall be procured from the appropriate jurisdiction's permit department/agency, at the Contractor's cost, before commencing with demolition.
 - a. Contractor shall secure from appropriate agencies ALL REQUIRED PERMITS necessary for proper demolition prior to starting work; in some cases a soil erosion permit may be required.
8. If buildings to be demolished are surrounded by a number of trees, shrubs, or bushes, and if during demolition a sufficient number of limbs are broken or hanging to present a safety hazard, the CCLBA will order the removal of such trees at the Contractor's cost. Additionally, Contractors shall remove all miscellaneous brush, wood, and tree debris left after demolition activities.
9. Contractor's operations will be confined to site of the school site, the site can be used for staging as necessary and as arranged with the CCLBA. Contractor shall minimize disturbance to the surrounding residential homes. Use of the site shall be in conformance with the Due Care Construction sheet provided to the successful Respondent.
10. Contractor will be responsible for all damage to private or public property as a result of their fault or negligence in connection with the demolition. If damage occurs, Contractor must contact the CCLBA immediately and submit a summary report of the incident within 5 business days.
11. Contractor shall comply with all applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash off the project area, and shall commit no trespass on any private property in the disposal. All materials, debris, rubbish, and trash will be disposed of at a licensed landfill. NO EXCEPTIONS.
12. This demolition is an ACM demolition; all demolition activities will be conducted in compliance with NESHAP standards. All activities will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (MIOSHA, DNR-DNRE, and DCH), and any other local regulations.

13. It is the responsibility of Contractor to determine the location of all buried utility service lines on or adjacent to the work area. Contractor shall be responsible for the final location and protection of all utility service lines and damage to any such utility service line resulting from the Contractor's operations shall be repaired or replaced by Contractor at Contractor's cost. It will also be the responsibility of the Contractor to exercise care to prevent damage to fences, sidewalks, roadways, and other improvements in or adjacent to the work area.
14. A waste log shall be maintained by Contractor and shall contain origin of material (address and date) and receiving facility for each load and the weight of each load. Contractor is to determine recycling or disposal methods to ensure that waste materials are recycled or disposed of properly. All waste materials are to be transported directly to a properly permitted facility. All waste receipts shall be submitted prior to payment.
15. Any other governmental agency with jurisdictional interest will have access to the property for observation and inspection.
16. Contractor agrees that all work awarded under this RFP shall be completed by June 30th, 2017. If the Contractor fails to begin demolition activities within 15 days of the Notice to Commence, the CCLBA reserves the right to re-award the project to the next qualified bidder.
17. The Contractor shall conduct operations in a safe and orderly manner and in conformance with Michigan PA 154, per the Michigan Department of Labor and Energy Construction Safety Standards Commission as well as all applicable Albion City ordinances. Safety practices shall include the following where applicable:
 - a. Installation of barricades, warning signs, caution tape, etc. as precaution to and during wrecking operations shall be in compliance with the local jurisdictions;
 - b. Any open hole in excess of 3 feet in depth shall be properly barricaded to prevent people or animals from falling in or sloped on all four sides so that people or animals could get out; and
 - c. All personnel working on the site shall be properly trained as required and made thoroughly familiar with safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work. All work associated with hazardous materials, e.g. lead or cadmium shall be performed at appropriate Personal Protection Levels as defined by MIOSHA. Lead shall be assumed as all structures were constructed prior to 1978, and proper individual air monitoring for on-site workers shall be required.
 - d. Hours of operation and noise levels must adhere to all Albion City ordinances; work hours must be limited to 7:00 am through 6:00 pm, Monday through Friday. Work may be allowed on Saturday with permission, but will not be allowed on Sundays.
18. All fill dirt shall be Class 2 material and the following guidelines shall be followed for the site restoration process:
 - a. Excavations from demolished buildings or structures shall not be filled with any material subject to deterioration. The CCLBA, the Treasurer, and the County, the City of Albion, and/or their representatives or other representative for an applicable jurisdiction, upon notification by the contractor shall inspect each excavation prior to backfill and the compaction and grading.
 - b. To prepare for fill, the Contractor shall remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fill on site. Break up soil surfaces steeper than 1 vertical to 4 horizontal slope so fill material will bond with existing surface.

- c. Place fill in layers to an elevation between 4 to 6 inches above adjacent undisturbed ground.
 - d. Uniformly moisten or aerate sub-grade and each subsequent fill or backfill layer before compaction to within 2% of optimum moisture content.
 - e. Compaction shall be obtained by placing backfill or fill material in layers not more than 12 inches in loose depth; Contractor shall achieve compaction by reasonable means as determined by the Contractor.
 - f. Grading lots shall be done by uniformly grading areas to a smooth surface, and the lot shall not be uneven. Smooth transitions shall be made between existing adjacent grades, and new grades, and Contractors shall avoid directing water onto adjacent property. The new grade shall match adjacent property lines.
 - i. When settling occurs during the project correction period, Contractor shall remove finished surfacing, backfill with additional approved material, compact and reconstruct surfaces.
19. Payment for the cost of all work contained in the RFP will be made at the prices contained in the bid, and exceptions will be made. The following payment schedule shall be in place:
- a. 40% of the project cost will be paid upon completion of the demolition of the old school structure and preliminary positive inspection by SAFEBuilt Inspection Services (on behalf of the City of Albion);
 - b. 30% of the project cost will be paid upon the removal of all footings, basement, and storage tank (if applicable) positive inspection by SAFEBuilt Inspection Services (on behalf of the City of Albion);
 - c. The final 30% will be paid upon the final site restoration and when the CCLBA receives notification of the final permit close out by SAFEBuilt Inspection Services as well as all documentation requested in this bid package (e.g. State notices, waste receipts, etc.)

Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting will be held on site on Tuesday, April 18, 2017, at 9:00 am. Interested parties will meet in the parking lot to the school along Dalrymple Street, Albion, MI (see Appendix B). To register for the pre-bid meeting, please email landbank@calhouncountymi.gov; subject line should include "INTENT TO ATTEND PRE-BID."

Written Reports: Contractor shall be responsible for preparing or causing to have prepared final compliance paperwork for use by the CCLBA, and in certain cases other applicable agencies. *These reports shall include a copy of the ten day notice to the State and copies of all waste disposal receipts as well as confirmation that the local building permit has been finalized (e.g. closed out.)* Payment will not occur until staff receives all required documents, field inspection is conducted and final payment will not occur until confirmation of the finalized permit.

Interested Bidders: Interested bidders **MUST REGISTER** their company on this RFP at the Calhoun County website: <http://www.calhouncountymi.gov/vendors/registration>. A copy of the questions & answers as well as any amendment associated with this RFP will be sent out per the County's online registration database and will be posted online at the County's website.

The CCLBA, the Treasurer, and the County reserve the right to select the Contractor that best meets their goals and objectives, quality levels, as well as its educational and service level expectations. The CCLBA, the Treasurer, and the County reserve the right, in their sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part, or

not at all and/or to determine which proposal is the lowest and/or best to enter into a Contract, as deemed to be in the best interest of the CCLBA, the Treasurer, and County. The CCLBA, the Treasurer, and County may also decide not to complete this project if the circumstances dictate it.

RFP SUBMITTAL GUIDELINES

CONTENTS OF PROPOSAL

The proposal should be submitted as sealed bids in two separate parts:

1. PART ONE will contain the Proposal Information and will be used to qualify prospective contractors.
2. PART TWO will contain the Price Analysis and will be used to determine the lowest qualified bidder.

PART ONE shall include the following items:

1. Qualification of Firm:

- a. Name of lead firm and any subcontractors as well as relevant contact information (including email address); including contact information for all persons with an ownership interest in said organization.
- b. Description of organization (e.g. Corporation, Limited Liability Company, or Joint Venture)
- c. A summary of the qualifications of the Respondent and team, including the following:
 - i. Years of experience in providing specified services for similar projects and specifically mention if the firm has experience with sites classified as a Facility.

2. Certificate of Standing within the State of Michigan:

- a. Certificate of Good Standing for Corporations Companies issued by the Michigan Department of Licensing and Regulatory Affairs; or
- b. Certificate of Existence for Limited Liability Companies issued by the Michigan Department of Licensing and Regulatory Affairs; or
- c. Certificate of Good Standing or Certificate of Existence for Joint Ventures Michigan Department of Licensing and Regulatory Affairs; or
- d. "Doing Business As" documentation and certificates for all other types of businesses.

3. Financial Statements:

- a. Provide financial statements for a two year period.
 - i. If the Respondent is a wholly owned subsidiary of another company or corporation, and does not possess financial statements, unaudited financial statements for the subsidiary for a two-year period must be submitted as supplemental information to the company's financial statements in order to meet this requirement.

4. **Insurance:** Commercial General Liability with limits not less than \$2,000,000 aggregate; Workers Compensation and Employers Liability with limits not less than \$1,000,000; Automobile Liability with limits not less than \$1,000,000 per occurrence; Pollution Liability \$5,000,000 per claim/aggregate and a separate line item for Asbestos Liability of \$1,000,000 and \$3,000,000 aggregate; Umbrella Policy of \$5,000,000 per occurrence/aggregate; and Professional Errors and Omissions with \$1,000,000 per claim and \$1,000,000 in aggregate. The selected Contractor shall agree to indemnify and hold harmless the CCLBA, the Treasurer, and the County, and its officers,

agents, and employees from any and all claims, causes, or actions, and damages of any kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the CCLBA, the Treasurer, the County, or its officer, agents, or employees in connection with said contract.

- a. **Additional Insured** – the CCLBA, the Treasurer, and the County shall be added as an additional insured with the following language: “Additional Insured: CCLBA, the Treasurer, and the County, all their elected and appointed officials, all its employees, agents and its volunteers, all its Boards, Commissions and/or authorities and Board members including employees, agents and volunteers thereof.”

5. Demolition Plan:

- a. Description of how Respondent will complete the ACM demolition, including the following:
 - i. How will you explore for the possible UST?
 - ii. What will your process be for the actual demolition, including keeping the building wet, disposal of materials, and air monitoring?
 - iii. How will you remove the asphalt, driveways, and replace the curbs?
 - iv. What is the expected project timeline?

6. Safety Plan:

- a. How will Respondent ensure the ACM demolition process is safe to surrounding residents;
- b. How will Respondent’s team mobilize on site and how will they address work site safety of said team?
- c. How will Respondent’s team deal with the discovery of unknown hazardous materials?

7. Certifications:

- a. A copy of Respondent’s “Department of Licensing and Regulatory Affairs Residential Builder Company License.”
- b. A copy of Respondent’s Asbestos Licenses for all employees intended to work on the ACM demolition.

NOTE: If personnel changes between the bid response, award, and project commencement, the Respondent can update this information as necessary.

- c. A copy of documentation showing the employees working on this project have received training in environmental concerns related to lead and cadmium.
 - i. The CCLBA is looking for verification that staff working on site has received training from a third party administrator in both lead and cadmium; or
 - ii. If Respondent provides in-house training for lead and cadmium, it should submit a summary of the training program, documentation that said employees received such training, as well as the qualifications of employees who provide training to staff.

8. **Bid Bond** for 5% in the amount of Respondent’s price for the overall project cost (See Appendix C).

9. **References (See Appendix D):** References should be tailored toward similar projects and should note whether or not they were ACM demolitions and whether or not the site was considered a Facility.

10. Non-Collusion Affidavit (see Appendix E):

PART TWO shall include pricing as outlined in Appendix C.

EVALUATION AND SCORING

Qualifications of proposed bidders will be determined by the evaluation committee's assessment of technical qualifications contained in the sealed bid in PART ONE. A maximum score of 65 could be awarded with a minimum score of 50 needed to qualify. The second sealed bid proposal, PART TWO, will only be evaluated for firms that are prequalified under the PART ONE review; PART TWO envelopes from firms who fail to qualify will be returned unopened.

Part One Criteria	Points	Description
Qualification of Firm	10	Length of time in business Experience with similar projects References from current clients Financial stability Insurance
Abatement & Demolition Plan	25	Approach to ACM demolition process Detail of researching the tank Approach to driveway & curbs Certification for Licensing
Safety Plan	25	Detail to safe working environment for all involved Internal approach for Respondent' worker's safety
Submittal of Required Documents	5	Non-Collusion Affidavit Bid Bond Documentation References Certificate Form Note Sealed Bid for PART ONE Sealed Bid for PART TWO
Part Two Criteria (Appendix C)	Points	Description
Pricing	35	Based on pricing for all project components.

OTHER ASPECTS TO CONSIDER

A. RFP Overview

It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, shall be capable of providing the specified services. The Respondent shall be financially solvent and its employees and or subcontractors shall be competent to perform the services required under this RFP.

Nothing in this RFP shall be construed to create any legal obligation on the part of the CCLBA, the Treasurer, the County or any Respondents. The CCLBA, the Treasurer, and County reserves the right, in their sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the CCLBA, the Treasurer, or the County be liable to Respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No Respondent shall be entitled to repayment from the CCLBA, the Treasurer, or County for any costs, expenses or fees related to this RFP or responding to it. All supporting documentation submitted in response to this bid will become the property of the CCLBA, the Treasurer, and the County. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known; however, submissions are to be firm and cannot be withdrawn for a period of thirty (30) calendar days after opening.

The CCLBA has adopted [Purchasing Policies and Procedures for the Procurement Process](#) available online or through the Calhoun County Purchasing Department at 315 W Green Street, Marshall, MI 49068, or via phone at 269-781-0981.

B. Terms of Contract

Any contract awarded pursuant to this RFP solicitation shall be effective until awarded project is completed. All contracts made by the successful applicant with subcontractors shall be covered by the terms and conditions of the contract which will incorporate this RFP and any response by applicants. Applicants must submit a work plan/schedule demonstrating how they will meet the deadline to complete the work. The successful applicant shall contractually require their subcontractors to comply with these terms and conditions.

C. Economic Sanctions

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed RFP/proposal hereby verifies that he/she/it is not an Iran linked business which is defined as follows in the Iran Economic Sanctions Act, Public Act 517 of 2012, MCL 129.311, et.seq.: (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran and/or (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

D. All work shall confirm to the following Federal and State requirements where applicable:

24 CFR 570.061 – Equal Opportunity and Fair Housing	24 CFR 570.611 – Conflict of Interest
24 CFR 570.602 – Affirmative Marketing	24 CFR 85.36 – Procurement
24 CFR 570.604 – Environmental Review	Executive Order 11246
24 CFR 570.607 – Lead Based Paint	



24 CFR 570.609 – Debarred, Ineligible or Suspended Contractors

SELECTION PROCESS

The Selection Committee comprised of staff from the CCLBA, the Treasurer, and the Calhoun County Purchasing Department will review qualifications and then pricing, in accordance with the objectives and policies. Submissions that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP for compliance. Any contract resulting from this RFP will not necessarily be awarded to the Contractor with the lowest overall price. Instead, contract shall be awarded to Contractor whose proposal received the most points in accordance with criteria set forth in the RFP. In addition, proof of general liability, workers' compensation and automobile insurance must be submitted by the successful bidder prior to the finalization of the contract.

QUESTIONS

Written questions must be submitted via email to landbank@calhouncountymi.gov by **5:00pm Friday, April 21, 2017**. Written answers will be provided to all potential applicants via email and posted on the Calhoun County website (www.calhouncountymi.org) by **5:00pm Tuesday, April 25, 2017**.

SUBMITTAL DUE DATE

Responses to this RFP are due by 3:00pm (local time) on Monday, May 1, 2017. The prevailing clock shall be www.time.gov. Each Respondent is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. **Three (3) unbound, sealed hard copies of materials required for PART ONE and PART TWO must be delivered in separate envelopes to:**

Calhoun County
Purchasing Department
ATTN: Leslie R. Obrig
315 W. Green St.
Marshall MI 49068

LATE PROPOSALS WILL NOT BE CONSIDERED



CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to the CCLBA is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

(Name of Respondent)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

- ☐ RFP Submittal Requirements Checklist (this page)
- ☐ Qualifications of Firm
- ☐ Certification Form Note
- ☐ Certificate of Good Standing within the State of Michigan for Corporations, Certificate of Existence for LLCs, Certificate of Good Standing for Joint Ventures, or "Doing Business As" documentation and certificates for other types of businesses
- ☐ Evidence of Financial Stability
- ☐ Evidence of Insurance
- ☐ ACM Demolition Plan
- ☐ Safety Plan
- ☐ Pricing Proposal (Appendix C)
- ☐ Certifications:
 - 1. A copy of Respondent's Department of Licensing and Regulatory Affairs Residential Builder Company License;
 - 2. Asbestos licensing for company, employees, and on-site supervisor; and
 - 3. Lead and cadmium training certifications for employees proposed to work on this site.
- ☐ Bid Bond in the amount of the price.
- ☐ Three References and accompanying project information (Please see and complete Appendix D)
- ☐ Non-Collusion Affidavit (Please see and complete Appendix E)

Date submitted: _____

Respondent name: _____

Company name: _____

Contact phone: _____

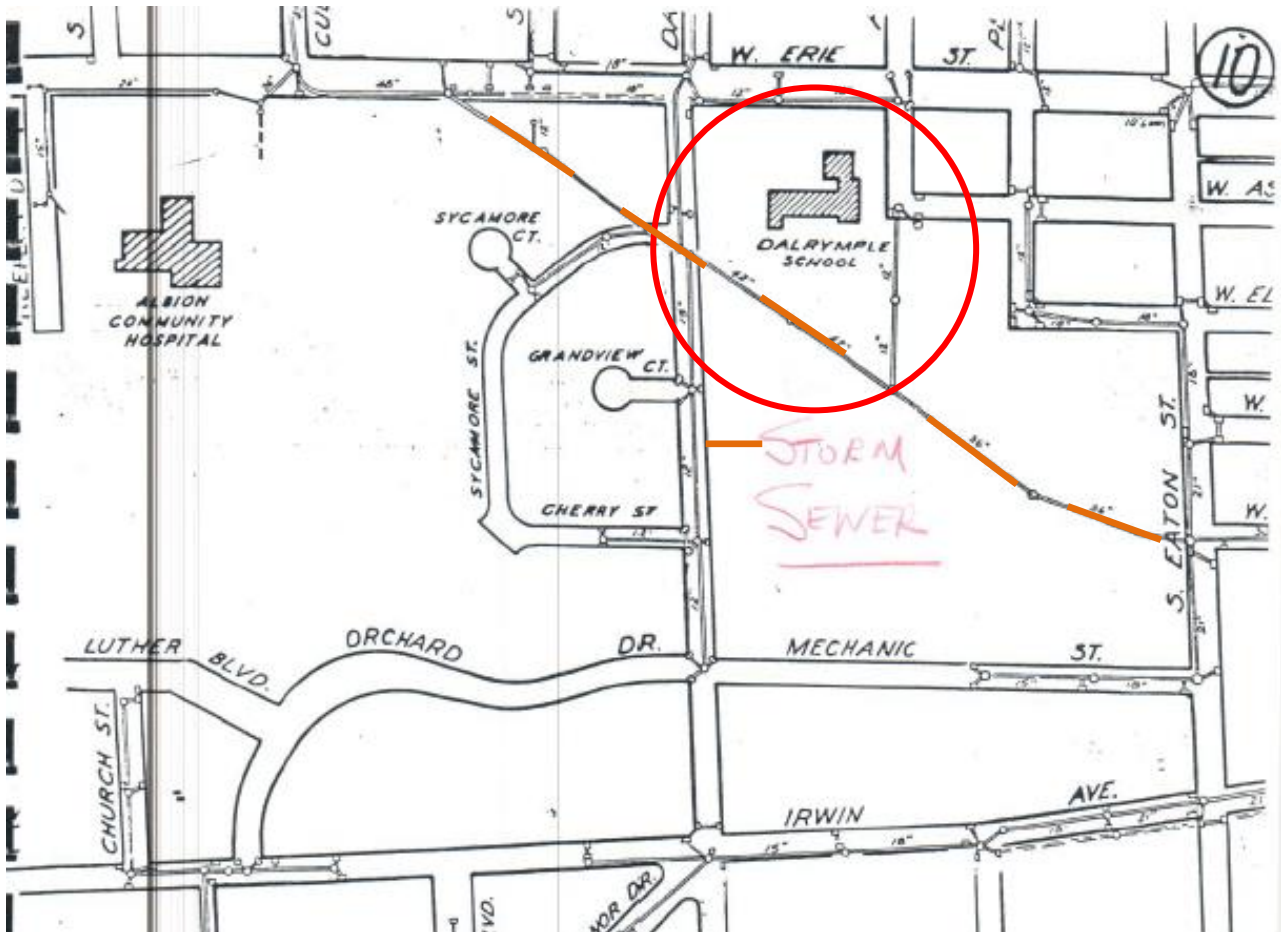
Contact email: _____

APPENDIX A – Building Condition Information





View of school from N Ann Street, includes collapsed portion of main building.



Two story
**CORNERSTONE INSPECTION SVCS.
INSPECTION REPORT**

PERMIT# 16-013020201 JURISDICTION AUBURN CITY
Date of Inspection 11/29/16 Inspector G. LINDSEY Phone No. (269) 729-9244
Property Address 406 S. ANN ST.
CADWAIN COUNTY
Owner _____ Phone No. _____ Contractor _____ Phone No. _____

☐ CALL FOR REINSPECTION (877) 721-9266 TOLL FREE 24 HOUR INSPECTION LINE

<input checked="" type="checkbox"/> BUILDING	<input type="checkbox"/> DEMO	<input type="checkbox"/> ELECTRICAL	<input type="checkbox"/> MECHANICAL	<input type="checkbox"/> PLUMBING
<input type="checkbox"/> Progress	<input type="checkbox"/> Progress	<input type="checkbox"/> Progress	<input type="checkbox"/> Progress	<input type="checkbox"/> Progress
<input type="checkbox"/> Footing	<input type="checkbox"/> Utilities	<input type="checkbox"/> Service	<input type="checkbox"/> Underground	<input type="checkbox"/> Service
<input type="checkbox"/> Backfill	<input type="checkbox"/> Final	<input type="checkbox"/> Underground	<input type="checkbox"/> Rough in	<input type="checkbox"/> Water
<input type="checkbox"/> Framing	<input type="checkbox"/> Other	<input type="checkbox"/> Overhead	<input type="checkbox"/> Final	<input type="checkbox"/> Sewer
<input type="checkbox"/> Energy Code	<input type="checkbox"/> Approved	<input type="checkbox"/> Rough in	<input type="checkbox"/> Tank	<input type="checkbox"/> Underground
<input type="checkbox"/> Final	<input type="checkbox"/> Pending	<input type="checkbox"/> Final	<input type="checkbox"/> Other	<input type="checkbox"/> Rough in
<input checked="" type="checkbox"/> Other		<input type="checkbox"/> Other	<input type="checkbox"/> Approved	<input type="checkbox"/> Final
<input type="checkbox"/> Approved		<input type="checkbox"/> Approved	<input type="checkbox"/> Pending	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Pending		<input type="checkbox"/> Pending		<input type="checkbox"/> Approved
				<input type="checkbox"/> Pending

	Code Section
<u>SITE VISIT TO DETERMINE IF STRUCTURE IS SAFE FOR ENTRY</u>	
<u>THE BUILDING IS IN EXTREME DISREPAIR. THE ROOF IS COLLAPSING IN MULTIPLE AREAS.</u>	
<u>THE BUILDING OVERHANGS ARE PARTIALLY COLLAPSED.</u>	
<u>INTERIOR WALLS HAVE ALSO COLLAPSED. INTERIOR STAIRWAYS ARE NOT SAFE. CEILING IS FALLING DOWN.</u>	
<u>ABSOLUTELY NO ENTRY INTO THE BUILDING IS PERMITTED - SITE MUST BE COMPLETELY BARRICADED WITH A FENCE TO ENSURE PUBLIC SAFETY UNTIL DEMOLISHED</u>	

☐ \$ _____ Re-Inspection Fee
Payable Prior To Scheduling
The Re-Inspection

INSTRUCTIONS:
☐ File only
☐ Yellow left on job
☐ Other

White - Office File Copy

Yellow - Permit Applicant's Copy



APPENDIX B – Site Map



APPENDIX C – Pricing Proposal

PRICING FOR APPROACH #1 AS REGULAR DEMOLITION WITH FULL ABATEMENT	
Project Components	Project Pricing*
ACM Demolition of all school and associated buildings (includes digging test pit to see if there an underground storage tank)	\$
3 rd Party Air Monitoring	\$ /project (for the entire demolition project)
Removal of concrete, driveway entrances, and curb replacement	\$
Other	
Total Project Cost	

**Note: This pricing information contained here will only be considered if your company is prequalified under the information provided in PART ONE. A minimum number of 50 points under PART ONE is needed to qualify. Abatement should not be included in the demolition costs.*

APPENDIX D - References

List of Three (3) References and Description of Services Provided

Reference 1

Company/Municipality: _____
Contact Person: _____ Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Email: _____
Type of Project(s): _____

Reference 2

Company/Municipality: _____
Contact Person: _____ Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Email: _____
Type of Project(s): _____

Reference 3

Company/Municipality: _____
Contact Person: _____ Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Email: _____
Type of Project(s): _____

APPENDIX E – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives, present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer or representative of the Calhoun County Land Bank Authority, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public office anything of value whatsoever; or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for the by the attached bid; that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract; nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid. The bidder is fully informed with respect to the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting said proposal.

I hereby affirm by my signature affixed hereto that the above statements are true to the best of my knowledge, information and belief.

By: _____
Signature Date

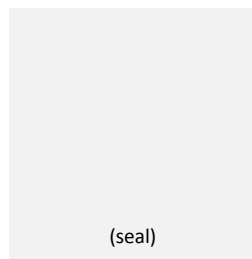
Printed Name

Title

Company

This affidavit must be notarized to be complete. Notary certification below.

Subscribed and sworn to before me on _____, 2017 in _____ County, Michigan.



_____, Notary Public
Acting in _____ County, Michigan
My Commission Expires: _____, 20__

EXHIBIT C

Scope of Restoration Work

Gardner Brother's Limited Restoration Scope of Work Completed



Supplies/Concrete/Snowplowing/Asphalt

Asphalt Maintenance

400 N. 24th Street
Springfield, MI 49037
Trent Gardner
Phone: (269) 209-2066
Fax: (269) 965-8386

Fully Insured
Residential & Commercial

Proposal Submitted To:

Name: Calhoun County Landbank
Street: 315 W. Green St.
City: Marshall 49068 State: MI
Phone: 781 0809
FAX: 866 544 3606

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Topsoil / Hydro-seeding at Vacant lot in Albion MI 49224
Former site of the Odrymple School.

Lot Size for Hydro-seeding 123,500 sq.ft. = \$12,350.00

Topsoil needed for is 94,880 sq.ft. - Fill Sand currently
28,620 sq.ft already has topsoil on it

4" = 1171.36 yds. needed. Trucking/spreading = \$31,670.16
2" = 585.7 yds. needed. Trucking/spreading = \$15,835.08

- * We are not responsible for watering. No Warranty intended or implied.
- * Mostly sunny area - few shady spots
- * Would like to use the fire Hydrant on the Corner of
Sycamore st and S. Odrymple for water is 12,350 gallons needed

REQUIRED ONE-HALF OF PROPOSAL DOWN TO BEGIN PROJECT. BALANCE WILL BE DUE UPON COMPLETION. ALL ACCOUNTS OVER THIRTY (30) DAYS OLD WILL HAVE AN ADDITIONAL TWO (2) PERCENT ADDED TO THE INVOICE, TWENTY FOUR (24) PERCENT ANNUALLY. SERVICES WILL BE DISCONTINUED ON ANY ACCOUNTS OVER FORTY FIVE (45) DAYS OLD. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.

CONTRACTOR SHALL NOT BE LIABLE FOR THE FAILURE TO WHOLLY PERFORM HIS DUTIES IF SUCH FAILURE IS CAUSED BY A CATASTROPHE, VANDALISM, ACCIDENT, OR ACT OF GOD. IN THE EVENT OF DEFAULT (NON-PAYMENT). CUSTOMER AGREES TO PAY CONTRACTOR COLLECTION COSTS, COURT COSTS, AND ATTORNEY FEES. CUSTOMER IS UNDER CONTRACT AND IS LIABLE FOR ALL MONIES FOR THE REMAINDER OF CONTRACT OR ASPHALT. DUE TO MICHIGAN WEATHER, MAINLY FREEZE AND THAW CONDITIONS, WE CAN NOT GUARANTEE CRACKS IN CONCRETE. WE CAN ONLY DO OUR BEST TO TRY AND CONTROL THE CRACKING BY SAW JOINTS OR TOOLED JOINTS. THIS IS NOT A GUARANTEE A CRACK WILL FOLLOW THE CONTROL JOINT. NOT RESPONSIBLE FOR ASPHALT OR CONCRETE CHIPPING OR PEELING.

For the sum of Dollars (\$)

Respectfully Submitted
Per

ACCEPTANCE OF PROPOSAL

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date _____

Signature _____

Signature _____

CITY OF ALBION ORDINANCE 2018-03

AN ORDINANCE TO AMEND ARTICLE V OF CHAPTER 22, SECTION 22-205, OF THE ALBION CODE OF ORDINANCES, MEDICAL MARIHUANA FACILITIES LICENSE APPLICATIONS EVALUATION

FINDINGS AND PURPOSE: The Albion City Council recently approved the City's medical marihuana facility ordinance via Ordinance 2018-01. Recently a typo was discovered in section 22-205(B)(8). It read "Past convictions of the applicant involving any of the following, but limited to:". The word "not" was intended to have been placed between "but" and "limited". Council approval is recommended to correct this typographical error. Additionally, given that the marihuana ordinance is set to take effect March 20th, 2018, and given that the wording of this section is essential to the evaluation of license applications received, it is recommended this ordinance be deemed an emergency ordinance and be passed with only one reading (pursuant to Section 6.3(B) of the City Charter) and be given the same effective date as ordinance 2018-01 of March 20th, 2018.

THAT THE CODE OF ORDINANCES, CITY OF ALBION, MICHIGAN, IS HEREBY AMENDED BY AMENDING ARTICLE V TO CHAPTER 22, Section 22-205, Sub-paragraph (B), Sub-section (8) AS FOLLOWS:

22-205. LICENSE APPLICATIONS EVALUATION.

(B) In its application deliberations, the City Council shall assess each application in each of the following categories:

8. Past convictions of the applicant involving any of the following, but **not** limited to:
 - i. gambling;
 - ii. prostitution;
 - iii. weapons;
 - iv. violence;
 - v. tax evasion;
 - vi. fraudulent activity; and
 - vii. serious moral turpitude.
 - viii. Felony Drug Convictions

Emergency: This ordinance is deemed by the City Council to be an emergency ordinance.

Repealer: All other ordinances in conflict or inconsistent with this ordinance are hereby repealed.

Severability: The provisions of this Ordinance are deemed to be severable and should any provision, section, or party thereof be declared to be invalid, the remainder of the ordinances shall continue in full force and effect.

This Ordinance shall take effect after publication on March 20, 2018.

Emergency Reading:
March 6, 2018

Ayes _____
Nays _____
Absent _____

Jill Domingo
City Clerk

Garrett Brown,
Mayor

Resolution #2018-06

To Approve the Awarding of Water Tower Repainting Bid to Seven Brothers painting, Inc.

Purpose and Finding: As the council is aware, the City has sought, through Dixon Engineering, bids for the repainting of the 500,000 gallon elevated tank (water tower). Dixon Engineering has completed the bid process and has recommended that the bid by Seven Brothers Painting, Inc., of Shelby Township, Michigan, be approved as the lowest responsible bidder in the amount of \$505,900.00. The bid by Seven Brothers Painting, Inc includes all of the bid line items. Additionally, Seven Brothers Painting, Inc. has completed similar projects in multiple other municipalities. The project is anticipated to be completed by August 3, 2018;

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

RESOLVED, the City Council approves the awarding of the bid for the repainting of the 500,000 gallon elevated tank (water tower) to Seven Brothers Painting, Inc., in the amount of \$505,900.00.

BE IT FURTHER RESOLVED, the City Manager is authorized to execute the Notice of Award on behalf of the City of Albion for this project;

BE IT FURTHER RESOLVED, that the City Council has fully considered the criteria under Ordinance 2-396 regarding the awarding of bids and believes that Seven Brothers Painting, Inc. best meets the criteria contained therein;

I hereby certify that the above resolution was adopted on March 5 2018, in a special session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk



DIXON

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-322
Fax: (616) 374-7116

February 1, 2018

Ms. Sheryl Mitchell, Manager
City of Albion
112 W. Cass St.
Albion, MI 49224

Subject: 500,000 Gallon Elevated Tank Repainting - Recommendation for Award

Dear Ms. Mitchell:

Dixon Engineering has reviewed the bids submitted for repainting and repairs to the City's 500,000 gallon elevated tank, and recommends award to the low bidder, Seven Brothers Painting, Inc., of Shelby Township, Michigan, for the bid amount of \$505,900. This includes all line items. Our 2013 inspection report cost estimate was \$462,000. Adjusted for inflation, our 2018 estimate is \$520,000. Bidding was competitive with 6 bids received.

Seven Brothers is a prequalified contractor with Dixon for this scope of work and has completed similar projects in Hillsdale, Muskegon, Marshall, Gaylord, Niles, Dowagiac, Sparta, Wyoming, and Michigan City, Indiana. I spoke with company President Sam Vushaj and he confirmed he plans to complete the project by the specified August 3, 2018 substantial completion date.

Enclosed for your review and action are three copies of the Notice of Award. After City approval, please sign and forward all three copies to the contractor for signature. Instruct the contractor to return one copy to you, forward a copy to our office, and retain a copy for his files. Also, please notify the contractor that he is to forward to our office the required bonds and certificate(s) of insurance for inclusion in the contract documents.

If you have any questions regarding our recommendation, please contact me at (616) 374-3221, Ext. 303.

FOR DIXON ENGINEERING, INC.,

Ira M. Gabin, P.E.
Vice President

cc: Mr. Jim Lenardson, City of Albion
cc: Mr. Mickey Bittner, Wightman & Associates

Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council

NOTICE of AWARD

To: **Seven Brothers Painting, Inc.
50805 Rizzo Dr.
Shelby Twp., MI 48315**

Contract: **Albion, Michigan
500,000 Gallon Toroellipse
Exterior Repaint with Containment
Wet Interior Repaint
Dry Interior Repaint
and Miscellaneous Repairs**

Project Scope (selected line items):

**Fill Pipe Insulation (\$9,900)
Overflow Flap Gate (\$2,200)
Fall Prevention Device (\$6,600)
Wet Interior Ladder (\$12,900)
Roof Vent (\$6,800)
Cathodic Clips and Coupling (\$3,600)
Cathodic Covers (\$2,400)
Roof Handrail (\$17,800)
Aviation Light (\$4,900)
Exterior Repaint with Containment (\$306,500)
Wet Interior Repaint (\$111,200)
Dry Interior Repaint (\$17,800)
Pit Piping Repaint (\$3,300)**

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids and Information for Bidders dated April 13, 2017.

You are hereby notified that your Bid has been accepted for the line items listed in the Project Scope in the amount of \$505,900.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificate(s) of Insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the Owner.

Dated this the _____ day of _____, 2018.

ALBION, MICHIGAN

By _____

Title _____

ACCEPTANCE of NOTICE

Receipt of the above NOTICE of AWARD is hereby acknowledged by Seven Brothers Painting, Inc.,
this the _____ day of _____, 2018.

SEVEN BROTHERS PAINTING, INC.

By _____

Title _____

Resolution #2018-07

To Set Medical Marihuana Facility License Fee

Purpose and Finding: As the council is aware, the City of Albion recently approved Ordinance 2018-01 to allow various medical marijuana facilities to operate within the City. Pursuant to Public Act 281 of 2016, local municipalities may charge a license fee of up to \$5,000.00 per license for medical marihuana facilities operating within the municipality. In reviewing the estimated amount of time required by the various city departments to evaluate medical marihuana license applications, review city records, inspect the premises of facilities, and to provide the additional city services required by these facilities, coupled with the City's limited staff available, it is recommended that the maximum fee be assessed per license.

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

RESOLVED, the license fee for each medical marihuana facility license shall be five thousand (\$5,000.00) dollars;

BE IT FURTHER RESOLVED, the annual license renewal fee for each medical marihuana facility license shall be five thousand (\$5,000.00) dollars;

I hereby certify that the above resolution was adopted on March 5, 2018, in a special session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk

Planning Commission Annual Report 2017

City of Albion, Michigan

2017 Planning Commissioners

Planning Commissioners	Term Expiration
Tom Pitt	12/31/2018
Frances Valdes	12/31/2019
George Strander	12/31/2020
Gregg Strand	12/31/2017
Sharon Ponds	12/31/2019
Scott Kipp	Ex-Officio
Garrett Brown	Ex-Officio
Lenn Reid	Ex-Officio

Meetings *(MPEA requires four meetings annually)*

The City of Albion Planning Commission met ten times. This meets the requirements of the MPEA.

January 18, 2017

February 22, 2017

March 14, 2017

March 21, 2017

April 18, 2017

May 16, 2017

August 15, 2017

September 19, 2017

October 17, 2017

November 21, 2017

Purpose of the Planning Commission - The purposes of the Planning Commission include:

- Preparing a plan to guide the physical development of the City of Albion, and to continually keep it up to date thereafter.
- Promoting the adoption and execution of such plans by the City, school, county, and other governments and agencies responsible for making public or other improvements in the City Municipality.
- Effecting economics in the City through the recommendation of a wise expenditure of funds to provide sound development.
- Encouraging and assisting public and private agencies in improving the attractiveness of the City Municipality.

- Working toward a “planned community” for the City by officially adopting a plan to guide the physical development of the community.
- Furthering cooperation between governmental and private agencies toward these ends.

Actions by Legislative Body in 2017

February 22, 2017 – CARRIED, to approve application for Community Garden located at 401 and 403 W. Center Street with the following additions (Voice Vote):

1. Subject to all current codes unless opinion by City Attorney or change in codes.
2. Contingent upon agreement of flat water rate service.
3. Add City of Albion as additional insured on property’s insurance policy.

CARRIED, to approve application for Community Garden located at 213 S. Albion St. and 618 W. Erie Street (Voice Vote):

1. Subject to all current codes unless opinion by City Attorney or change in codes.
2. Contingent upon agreement of flat water rate service.
3. Add City of Albion as additional insured on property’s insurance policy.

March 21, 2017 – CARRIED, to approve Community Garden application located at 1021 Jefferson St; 1019 Jefferson St.; 1017 Jefferson St; 1013 Jefferson St; 1011 Jefferson St; 1009 Jefferson St; Mallory St/Jefferson; 103.5 Jefferson St and 751 W. Broadwell St. (Voice Vote)

CARRIED, to approve the 2017-2022 Capital Improvement Plan. (Voice Vote)

May 16, 2017 – CARRIED, to send 2016 Annual Planning Commission Report to the Albion City Council for approval. (Voice Vote)

August 15, 2017 – CARRIED, to approve Community Engagement Statement as presented. (Voice Vote)

CARRIED, to approve authorization of draft of Future Land Use & Zoning Plan as presented. (Voice Vote)

CARRIED, to approve creation of the Local Historical Committee and consider a list of interested candidates to the Albion City Council. (Voice Vote)

October 17, 2017 – CARRIED, to accept proposal with South Michigan Planning Council for the zoning re-write. (Voice Vote)

CARRIED, to approve Guide to Development as presented. (Voice Vote)

November 21, 2017 – CARRIED, to approve resolution to present the Future Land Use and Zoning Plan to Albion City Council for final adoption as presented. (Voice Vote)

CARRIED, to approve 2018 meeting dates as presented.

Joint Meetings in 2017

Boards	Date	Discussion
Albion City Council and Planning Commission	March 14, 2017	Capital Improvement Plan

BUDGET REPORT FOR CITY OF ALBION
Fund: 226 SOLID WASTE FUND
Calculations as of 11/30/2017

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 ACTIVITY THRU 11/30/17	2017 PROJECTED ACTIVITY	2018 REQUESTED BUDGET	2018 MGR RECOMM'D BUDGET	2018 COUNCIL APPR'D BUDGET
Dept 000-GENERAL								
ESTIMATED REVENUES								
226-000-402.00	CURRENT PROPERTY TAXES	225,214	208,500	220,366	220,366	200,000	200,000	200,000
226-000-402.01	PROPERTY TAX CHARGEBACKS	(3,709)	(7,500)	(1,184)	(5,000)	0	0	0
226-000-410.00	DELINQUENT PERSONAL PROPERTY T	664	500	539	539	600	600	600
226-000-424.00	PAYMENTS IN LIEU OF TAXES	1,644	2,000	5,670	5,670	2,000	2,000	2,000
226-000-441.00	LOCAL COMMUNITY STABILIZATION SHAI	0	0	0	11,500	15,000	15,000	15,000
226-000-445.00	PENALTY & INTEREST ON TAXES	1,903	1,250	1,447	1,700	1,300	1,300	1,300
226-000-573.00	LOCAL COMMUNITY STABILIZATION SPA	15,690	5,750	0	0	0	0	0
226-000-590.00	LOCAL GRANTS	500	500	500	500	500	500	500
226-000-664.03	UNREALIZED GAIN ON INVESTMENT	187	250	60	50	250	250	250
226-000-665.00	INTEREST	1,443	1,250	1,467	1,675	1,250	1,250	1,250
226-000-676.00	REIMBURSEMENTS & RESTITUTIONS	(386)	500	0	0	500	500	500
TOTAL ESTIMATED REVENUES		243,150	213,000	228,865	237,000	221,400	221,400	221,400
NET OF REVENUES/APPROPRIATIONS - 000-GENERAL		243,150	213,000	228,865	237,000	221,400	221,400	221,400

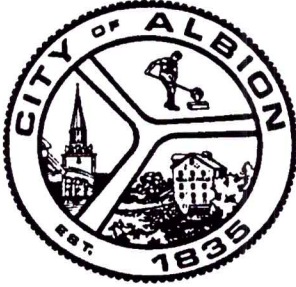
GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 ACTIVITY THRU 11/30/17	2017 PROJECTED ACTIVITY	2018 REQUESTED BUDGET	2018 MGR RECOMM'D BUDGET	2018 COUNCIL APPR'D BUDGET
Dept 523-LEAF PICKUP APPROPRIATIONS								
226-523-702.00	SALARIES AND WAGES	12,714	16,500	3,799	10,500	5,500	5,500	5,500
226-523-703.00	PART TIME WAGES	5,198	9,750	1,833	2,500	500	500	500
226-523-704.00	OVERTIME	995	250	0	750	400	400	400
226-523-714.00	MEDICARE	265	400	80	125	55	55	55
226-523-715.00	FICA	1,134	1,750	340	900	350	350	350
226-523-716.00	HOSPITALIZATION INSURANCE	5,914	9,000	1,318	5,290	2,325	2,325	2,325
226-523-717.00	LIFE INSURANCE	35	50	5	25	10	10	10
226-523-719.00	PENSION CONTRIBUTION	402	1,950	110	500	250	250	250
226-523-719.01	MERS DB CONTRIBUTION	0	0	210	550	250	250	250
226-523-720.00	WORKERS COMPENSATION	1	1,050	290	600	475	475	475
226-523-721.00	UNEMPLOYMENT INSURANCE	0	40	2	25	20	20	20
226-523-723.00	RETIREE HEALTH SAVINGS CONTRIB	266	600	73	325	150	150	150
226-523-726.00	MATERIALS AND SUPPLIES	0	450	0	450	250	250	250
226-523-900.00	PUBLISHING	0	400	0	400	400	400	400
226-523-943.00	EQUIPMENT RENTAL	25,976	17,500	5,769	12,500	9,000	9,000	9,000
FOR 2017 AND 2018, A DECISION WAS MADE TO LEAVE SOME MONEY BUDGETED IN LEAF PICKUP SINCE WE ARE UNCERTAIN AT THIS TIME WHAT COSTS MAY BE INCURRED BY THE CITY AS WE TRANSITION TO THE NEW LEAF REMOVAL PRACTICE.								
TOTAL APPROPRIATIONS		52,800	59,690	13,829	35,440	19,935	19,935	19,935
NET OF REVENUES/APPROPRIATIONS - 523-LEAF PICKUP		(52,800)	(59,690)	(13,829)	(35,440)	(19,935)	(19,935)	(19,935)

BUDGET REPORT FOR CITY OF ALBION
Fund: 226 SOLID WASTE FUND
Calculations as of 11/30/2017

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 THRU 11/30/17 ACTIVITY	2017 PROJECTED ACTIVITY	2018 REQUESTED BUDGET	2018 MGR RECOM'D BUDGET	2018 COUNCIL APPR'D BUDGET
Dept 524-TREE DUMP								
APPROPRIATIONS								
226-524-702.00	SALARIES AND WAGES	694	2,000	817	5,000	5,100	5,100	5,100
226-524-704.00	OVERTIME	1,637	2,500	1,462	3,500	3,575	3,575	3,575
226-524-714.00	MEDICARE	32	60	31	125	127	127	127
226-524-715.00	FICA	137	250	134	535	540	540	540
226-524-716.00	HOSPITALIZATION INSURANCE	994	1,560	1,067	3,825	3,975	3,975	3,975
226-524-717.00	LIFE INSURANCE	7	10	9	25	25	25	25
226-524-719.00	PENSION CONTRIBUTION	41	60	21	300	340	340	340
226-524-720.00	MERS DB CONTRIBUTION	0	0	198	465	535	535	535
226-524-721.00	WORKERS COMPENSATION	0	250	113	400	590	590	590
226-524-723.00	UNEMPLOYMENT INSURANCE	0	15	0	20	25	25	25
226-524-741.00	RETIREE HEALTH SAVINGS CONTRIB	47	75	46	172	175	175	175
226-524-802.00	UNIFORMS	250	250	125	200	200	200	200
226-524-900.00	CONTRACTUAL SERVICES	0	0	600	600	200	200	200
226-524-943.00	PUBLISHING	223	300	0	150	200	200	200
	EQUIPMENT RENTAL	2,008	2,150	1,844	6,500	5,500	5,500	5,500
FOR 2017, A SIGNIFICANT INCREASE IS BEING PROJECTED AS THE CITY PLANS TO HAVE THE TREE DUMP OPEN THE ENTIRE MONTH OF NOVEMBER TO ACCEPT RESIDENTIAL LEAVES. IT MAY OR MAY NOT BE STRAFFED DEPENDING ON HOW MANY ISSUES ARE ENCOUNTERED AS RESIDENTS DUMP LEAVES.								
TOTAL APPROPRIATIONS		6,070	9,480	6,467	21,817	21,107	21,107	21,107
NET OF REVENUES/APPROPRIATIONS - 524-TREE DUMP		(6,070)	(9,480)	(6,467)	(21,817)	(21,107)	(21,107)	(21,107)

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 ACTIVITY THRU 11/30/17	2017 PROJECTED ACTIVITY	2018 REQUESTED BUDGET	2018 MCR RECOMM'D BUDGET	2018 COUNCIL APPR'D BUDGET
Dept 528-SOLID WASTE								
APPROPRIATIONS								
226-528-702.00	SALARIES AND WAGES	18,010	22,620	14,590	22,620	24,200	24,200	24,394
226-528-703.00	PART TIME WAGES	648	1,000	294	1,000	0	0	22,620
226-528-704.00	OVERTIME	3,335	4,700	3,650	5,500	5,500	5,500	5,500
226-528-714.00	MEDICARE	304	390	257	415	420	420	751
226-528-715.00	FICA	1,301	1,650	1,099	1,760	1,790	1,790	3,204
226-528-716.00	HOSPITALIZATION INSURANCE	8,748	10,850	7,366	10,850	11,400	11,400	11,400
226-528-717.00	LIFE INSURANCE	79	160	67	160	160	160	160
226-528-718.00	DISABILITY INSURANCE	1	75	0	0	0	0	0
226-528-719.00	PENSION CONTRIBUTION	311	1,250	293	950	1,100	1,100	1,100
226-528-719.01	MERS DB CONTRIBUTION	0	4,500	559	2,000	1,600	1,600	1,600
226-528-720.00	WORKERS COMPENSATION	0	1,050	385	1,400	2,145	2,145	2,373
226-528-721.00	UNEMPLOYMENT INSURANCE	3	60	2	40	45	45	120
226-528-723.00	RETIREE HEALTH SAVINGS CONTRIB	421	750	364	570	580	580	584
226-528-744.00	POSTAGE	0	0	125	450	400	400	400
226-528-776.00	MATERIALS AND SUPPLIES	0	250	0	250	250	250	250
226-528-802.00	CONTRACTUAL SERVICES	37,908	45,000	37,466	45,000	45,000	45,000	45,000
INCLUDES:								
- \$7,000 TO COUNTY FOR ANNUAL RECYCLING CENTER COST;								
- \$10,000 TO MATCH THE GENERAL FUND FOR TREE TRIMMING (CLEAN UP) .								
- \$10,500 FOR THE ANNUAL SUMMER CLEAN UP/RECYCLING DAY								
- \$10,000 IN 2017 TO THE COUNTY FOR THE CITY SHARE OF THE COST TO								
DEMO HOUSES (AND A SIMILAR AMT BUDGETED IN 2018 IN CASE FUTURE								
DEMOLITIONS GRANTS ARE ACQUIRED) .								
- \$7,500 FOR EMERGENCY REMOVAL OF FIRE DAMAGED STRUCTURES								
AND/OR OTHER SOLID WASTE HEALTH AND SAFETY CONCERNS.								
226-528-840.00	ADMINISTRATION FEES	7,500	7,725	6,438	7,725	8,035	8,035	8,035
2017 - REFLECTS A 3% INCREASE OVER PRECEDING YEAR.								
2018 - REFLECTS A 4% INCREASE OVER PRECEDING YEAR.								
226-528-900.00	PUBLISHING	0	150	224	150	150	150	150
226-528-922.00	ELECTRICITY	492	750	361	500	500	500	500
226-528-941.00	BUILDING RENTAL	6,675	6,675	5,563	6,675	6,675	6,675	6,675
226-528-943.00	EQUIPMENT RENTAL	8,549	11,500	4,300	8,500	9,000	9,000	9,000
TOTAL APPROPRIATIONS		94,285	121,105	83,403	116,515	118,950	118,950	143,816
NET OF REVENUES/APPROPRIATIONS - 528-SOLID WASTE		(94,285)	(121,105)	(83,403)	(116,515)	(118,950)	(118,950)	(143,816)

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 ACTIVITY THRU 11/30/17	2017 PROJECTED ACTIVITY	2018 REQUESTED BUDGET	2018 MGR RECOMM'D BUDGET	2018 COUNCIL APPR'D BUDGET
Dept 965-TRANSFER OUT								
APPROPRIATIONS								
226-965-999.00	TRANSFER OUT	11,500	25,500	25,500	25,500	25,500	25,500	25,500
2016:								
	\$12,500 TO GEN FUND FOR DISPOSAL OF BRUSH, GRASS, LIMBS, ETC.							
	\$10,000 TO GENERAL FUND FOR TRASH/DUMPSTERS.							
	\$1,500 FOR DPW BLDG PMT							
2017:								
	\$14,000 TO GEN FUND FOR DISPOSAL OF BRUSH, GRASS, LIMBS, ETC.							
	\$10,000 TO GENERAL FUND FOR TRASH/DUMPSTERS.							
	\$1,500 FOR DPW BLDG PMT							
2018:								
	\$14,000 TO GEN FUND FOR DISPOSAL OF BRUSH, GRASS, LIMBS, ETC.							
	\$10,000 TO GENERAL FUND FOR TRASH/DUMPSTERS.							
	\$1,500 FOR DPW BLDG PMT							
TOTAL APPROPRIATIONS		11,500	25,500	25,500	25,500	25,500	25,500	25,500
NET OF REVENUES/APPROPRIATIONS - 965-TRANSFER OUT		(11,500)	(25,500)	(25,500)	(25,500)	(25,500)	(25,500)	(25,500)
ESTIMATED REVENUES - FUND 226		243,150	213,000	228,865	237,000	221,400	221,400	221,400
APPROPRIATIONS - FUND 226		164,655	215,775	129,199	199,272	185,492	185,492	210,358
NET OF REVENUES/APPROPRIATIONS - FUND 226		78,495	(2,775)	99,666	37,728	35,908	35,908	11,042
BEGINNING FUND BALANCE		39,214	117,706	117,706	117,706	155,434	155,434	155,434
ENDING FUND BALANCE		117,709	114,931	217,372	155,434	191,342	191,342	166,476



City of Albion

William L. Rieger Municipal Building
112 West Cass Street • Albion, Michigan 49224
(517) 629-5535 • Fax (517) 629-4168

APPLICATION FOR MEMBERSHIP AND/OR REAPPOINTMENT ON CITY BOARDS OR COMMISSIONS

Mail or Deliver Completed Application to: City Clerk
City of Albion
112 W. Cass Street
Albion, MI 49224

The information in this Application is requested to assist the Mayor and/or City Council in selecting individuals to serve on City Boards & Commissions. Completion of the Application and Consent and Certification is mandatory for consideration of appointment.

Thank you for your interest in serving on a City of Albion board or commission. The Albion City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City (appointee does not have unpaid water/sewer bills, property taxes, income taxes).
- For most Boards & Commissions, appointee should be a resident of the City.

Name: Albert D Amos
(First) (Middle) (Last)

Home Address: 4100 Burr Oak St Telephone #: 517-629-5280

Place of Employment: Retired

Business Address: _____ Telephone #: _____

E-Mail: albertamos@sbcglobal.net Fax: _____

Title/Type of Work: — Clergy - Pastor, Broad of Life Ministries

Length of Residence in City: 61 yrs Own/Rent: Own US Citizen: Yes N _____

Educational Background: High School - Albion High School

Associate of Biblical Studies International School of Ministry

Community Activities: AIM, A.M.A., Partners w/ Harrington Elementary
Vice President of 5th Sunday Fellowship

List Board or Commission on which you are interested in serving (see detailed descriptions on the City of Albion website):

- 1) Albion Planning Commission 2) _____
3) _____ 4) _____

Additional information on experience, qualifications, etc.:

Albion Resident for 61 years

Please comment briefly on why you wish to serve on a particular board or commission. Be specific as to your goals and ideas regarding how you wish to contribute to the work of the board or commission:

I believe I can be an asset to the planning and development to the City of Albion

Relationship to City Officials/Department Heads: Are you, your spouse, or other close family members related to any City Officials or Department Heads? If yes, please explain: NO

Business relationship: Do you, your spouse, or any close family member currently have a business relationship with the City of Albion? If yes, please explain: NO

Convictions: Have you ever been convicted of any criminal violation? Have you ever been convicted of a felony while holding public office or public employment? If yes, please explain: NO

REFERENCES:

Name: Steve Williams Relationship: Lifetime Friend

Telephone #: 517-629-4946

Name: Shannon Motley Relationship: Lifetime Friend

Telephone #: 517-629-9637
Application for Membership

Page 3 of 3

The following information and consent is necessary in order to conduct a proper review of your application for appointment. This information will be kept confidential.

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations to the City of Albion Office of the City Manager.

I hereby authorize the City of Albion to verify all the information I have provided on my application. I also agree to execute any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I release the City of Albion and agencies who have released information from all liability arising from information given or received.

I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge. I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from the eligible list or my immediate removal should such falsifications or misrepresentation be discovered after I am sworn in to any Board or Commission.

I, Albert Amos Sr., certify that the information provided
(Please Print)

in this application is, to the best of my knowledge, true and accurate.

Date of Birth: 6/26/56

Signature: Albert Amos Date: 2/26/2018

APPLICATIONS FOR BOARDS AND COMMISSIONS						
NAME	BOARD	PHONE #	EMAIL	DATE APPLICATION RECEIVED	Date Background Completed	Date Placed On Board
Maurice Barnes	Albion District Library	517-629-5016	mauricebarnes477@yahoo.com	11/19/2014	11/20/2014	
Maurice Barnes	Planning Commission	517-629-5016	mauricebarnes477@yahoo.com	11/19/2014	11/20/2014	
Carolyn Gaswick	Albion District Library	517-629-5091	cgaswick@albion.edu	9/26/2014	9/26/2014	
Randy Neelis	DDA Board	517-937-1203	store345@biggby.com	11/6/2014	11/6/2014	
Maurice Barnes	Building Board of Appeals	517-629-5016	mauricebarnes477@yahoo.com	1/2/2015	1/5/2015	1/22/2015
James Noble	Building Board of Appeals	517-629-2396	None	1/20/2015	1/20/2015	2/2/2015
Kathleen Stimer	Albion Housing Commission	517-524-7614	specialangelk92002@yahoo.com	2/3/2015	2/3/2015	6/1/2015
Gregg Strand	Planning Commission	517-414-5864	gstrand@albion.edu	2/11/2015	2/11/2015	2/17/2015
Betty Branche	Board of Review	517-629-9239	bbb1225@wowway.com	3/16/2015	3/17/2015	6/1/2015
Betty Branche	Albion Housing Commission	517-629-9239	bbb1225@wowway.com	3/16/2015	3/17/2015	
Odessa Brown	Albion Housing Commission	517-465-7031	obrown@highfields.org	5/12/2015	5/12/2015	
Chris Famer	Albion Building Authority	517-629-2113	farmer1919@sbcglobal.net	5/25/2015	5/25/2015	6/15/2015
Maurice Barnes	Albion Housing Commission	517-629-5016	mauricebarnes477@yahoo.com	6/8/2015		
Scott Brown	Local Officers Compensation Commission	517-763-8300	laborers@gmail.com	6/10/2015	6/10/2015	6/15/2015
James Arnett	Albion Housing Commission	517-629-6937	None	6/15/2015	6/15/2015	7/6/2015
Lindsay Washburn	Planning Commission	517-499-5711	lindsaywashburn@gmail.com	6/15/2015	6/15/2015	7/6/2015
Lindsay Washburn	Board of Review (Alternate)	517-499-5711	lindsaywashburn@gmail.com	6/15/2015	6/15/2015	7/6/2015
Thomas Pitt	Planning Commission	517-812-2145	tomp@deckernut.com	9/29/2015	9/29/2015	12/21/2015
Scott Brown	Planning Commission	517-763-8300	laborers@gmail.com	9/30/2015	9/30/2015	12/21/2015
Scott Brown	Local Officers Compensation Commission	517-763-8300	laborers@gmail.com	9/30/2015	9/30/2015	12/21/2015
Scott Brown	ZBA (Alternate)	517-763-8300	laborers@gmail.com	9/30/2015	9/30/2015	12/21/2015
Jan Lazar	Public Safety Pension Board	517-290-2270	jllazar13@gmail.com	10/12/2015	10/12/2015	12/21/2015
Maurice Barnes	Albion District Library	517-629-5016	mauricebarnes477@yahoo.com	10/12/2015	10/12/2015	
Ron Rice	Zoning Board of Appeals	517-629-5372	rcrice1941@gmail.com	10/13/2015	10/13/2015	12/21/2015
Richard Decker	Zoning Board of Appeals	517-629-3933	richarddecker13@gmail.com	10/19/2015	10/19/2015	12/21/2015
Barb Benavidez	ZBA (Alternate)	517-629-8485		10/23/2015	10/23/2015	12/21/2015
Elaine Rice	Local Officers Compensation Commission	517-629-5372	ehr1946@gmail.com	10/28/2015	10/28/2015	12/21/2015
Lia Jensen-Abbott	Building Board of Appeals	517-629-2950	ljensen@albion.edu	11/2/2015	11/2/2015	12/21/2015
Duane Ruff	Zoning Board of Appeals	517-629-8043	dandnruff@att.net	11/4/2015	11/4/2015	12/21/2015
James Behling	Albion District Library	269-830-7855	jbehling@wowway.com	11/12/2015	11/12/2015	12/21/2015
Peggy Sindt	DDA Board	517-629-3926	psindt@albionedc.org	11/13/2015	11/13/2015	12/21/2015
Jessica Roberts	Albion District Library	517-629-3514	jroberts@albion.edu	12/7/2015	12/7/2015	12/21/2015

Sherry Grice	Albion Housing Commission	517-240-8891		12/7/2015	12/7/2015	12/10/2015
Betty Branche	Local Officers Compensation Commission	517-629-9239	bbb1225@wowway.com	12/21/2015	12/21/2015	1/4/2016
Kenneth Snyder	Calhoun County Consolidated Dispatch Authority	517-629-1000	csdirector@albion.edu	1/5/2016	1/5/2016	1/19/2016
Scott Evans	DDA Board	517-629-3296	evans@homesteadsavings.com	1/11/2016	1/11/2016	2/1/2016
Wallace Reese	ABA Board		jreese4457@yahoo.com	7/28/2016	7/28/2016	
Richard Decker	Planning Commission	517-392-7615	richarddecker13@gmail.com	10/17/2016	12/5/2016	
Joseph Domingo	DDA Board	517-629-8481	dpwsuper@yahoo.com	11/28/2016	11/28/2016	1/24/2017
Joseph Domingo	Planning Commission	517-629-8481	dpwsuper@yahoo.com	11/28/2016	11/28/2016	
Vivian Davis	Planning Commission	517-250-3714	VivianDavis1100@yahoo.com	11/29/2016	11/30/2016	
Bruce Nelson	Planning Commission	913-417-3137	westerntext@msn.com	12/2/2016	12/2/2016	
Staci Stuart	DDA Board	704-287-9899	Staci_Stuart@yahoo.com	12/5/2016	12/5/2016	10/2/2017
Nathaniel George Bogan	Board of Review	517-630-1201	charmaine.bogan@yahoo.com	12/7/2016	12/7/2016	1/24/2017
Betty Branche	Board of Review	517-629-9239	bbb1225@wowway.com	12/7/2016	12/7/2016	
Wayne Anthony Arnold	Board of Review	269-589-2006		12/8/2016	12/8/2016	1/24/2017
Linda LaNoue	DDA Board	517-414-1138	lindalanoue87@gmail.com	12/21/2016	12/21/2016	1/24/2017
Rebecca Decker	Planning Commission	517-629-4981	beckiedecker58@gmail.com	12/12/2016	12/12/2016	1/24/2017
Shawna Gamble	Planning Commission/DDA	517-554-7676	srg930@icloud.com	12/12/2016	12/12/2016	
Don Masternak	DDA Board	517-629-0230	dmasternak@albion.edu	12/8/2016	12/8/2016	1/24/2017
Lucinda Stone	Zoning Board of Appeals	262-492-4749	lucindamstone@gmail.com	12/12/2016	12/12/2016	
Jacob Tazzi	Zoning Board of Appeals	517-629-5505		12/13/2016	12/13/2016	1/24/2017

NAME	Precinct #	BOARD	PHONE #
		Albion Trust/Board of Review/Zoning Board of	
Robert Chojnowski	6	Appeals/Planning/DDA	517-914-4592
Sharon Ponds	3	Planning Commission	517-629-5979
Corinne Marie Atchison	2	DDA Board	301-653-6625
Marcola Lawler	4	DDA Board	517-206-4252
Ben Wade	6	DDA Board	517-945-3735
Jessica Thomas	N/A	Albion Trust Albion Economic Development	248-688-5318
Scott Evans	N/A	Corporation Albion Economic Development	517-499-9961
George Harvey	N/A	Corporation Local Historic District	313-215-7684
William Rafaill	3	Committee	517-554-0178
Staci Stuart	3	DDA Board EDC/Planning Commission/DDA/Albio	704-287-9899
Mark Lelle	6	n Trust	517-414-6643
Mike Tymkew	3	DDA Board	517-629-2305
Albert Smith	3	Planning/ZBA	248-917-6527
Allen Henson	3	Library Board	517-250-3457
Frances Ruth Valdes	3	Planning Commission	517-629-4616
Eric Dean Lange	6	Albion Trust Albion Economic Development	248-505-8558
Shaun Wilson	N/A	Corporation	313-393-1300
Mocara Ortiz	2	DDA Board	517-240-2658
Nidia Wolf	3	DDA Board	517-581-4041
George Strander	6	Planning Commission	517-629-9044
Holly Zblewski	6	ZBA	
John Williams	6	Building Board of Appea	517-629-6768
Richard Lewin	4	Board of Review	517-629-3550
Gregg Strand	N/A	Planning Commission	517-414-5864
Jacqueline Slaby	N/A	Planning Commission	269-589-7242
Tramaine La'Salle Williams	3	Albion District Library Bc Planning Commission/Albion	517-414-7660
Mark Lelle	6	Trust	517-414-6643
Maigen Priami	2	Albion District Library Bc	517-494-9218

Marvin Itner	N/A	Public Safety Pension Bo	989-876-2004
		Albion District Library	
William Rafaill	3	Board	517-554-0178
		Albion District Library	
Phillip O'Neal Warnsley	1	Board	517-936-8833
Albert D Amos	5	Planning Commission	517-629-5280
		Board of Review	
Betty Branche	2	(Alternate)	517-629-9239

**** Default with the City

EMAIL	DATE APPLICATION RECEIVED	Date Background Completed	Date Placed On Board
chojnowskrobert@sbcglobal.net	1/12/2017	1/12/2017	1/24/2017
sponds@wowway.com	1/17/2017	1/17/2017	1/24/2017
plamerhouseinnbnb@gmail.com	1/17/2017	1/17/2017	
doublevisioncenter@yahoo.com	1/17/2017	1/17/2017	1/24/2017
ben@albionventurepartners.com	2/3/2017		
Jtomas@JessicaThomasLLC.com	6/2/2017	6/2/2017	6/5/2017
sevans@homesteadsavings.com	7/24/2017	7/31/2017	10/2/2017
Jharvey@PGFasteners.net	8/2/2017	8/2/2017	8/7/2017
wsrafaill@rafaill.com	9/6/2017	9/12/2017	
Staci_Stuart@yahoo.com	12/5/2016	12/5/2016	** Issue w/ Income Tax
lelle.mark@gmail.com	11/8/2017	11/8/2017	
mtymkew@sigmarep.com	11/9/2017	11/9/2017	11/20/2017
gdadscad@gmail.com	11/14/2017	11/20/2017	12/4/2017
ahenson1798@yahoo.com	11/20/2017	11/20/2017	
rrvaldes1@sbcglobal.net	11/13/2017	11/13/2017	12/4/2017
LangeHome.1@gmail.com	11/20/2017	11/20/2017	12/4/2017
swilson@truscottrossman.com	11/21/2017	11/21/2017	12/4/2017
mocaraortiz49@gmail.com	11/27/2017	11/28/2017	
boss lady47@hotmail.com	11/29/2017	11/29/2017	1/16/2018
gstrander@yahoo.com	11/29/2017	11/29/2017	12/4/2017
hblewski@alro.com	12/1/2017	12/4/2017	2/5/2018
jwilliams411@att.net	12/19/2017	12/19/2017	2/5/2018
dicklewin@att.net	12/8/2017	12/8/2017	2/5/2015
gstrand@albion.edu	1/16/2018	1/16/2018	
None	1/18/2018	1/18/2018	
tramaine26@gmail.com	1/23/2018	1/23/2018	** Issue w/ Income Tax
lelle.mark@gmail.com	1/30/2018	1/30/2018	
	1/30/2018	1/30/2018	

mnittner@gmail.com	2/1/2018	2/2/2018	
wsrafaill@rafaill.com	2/2/2018	2/2/2018	2/20/2018
owarnsley23@yahoo.com	2/15/2018	2/15/2018	
albertamos@sbcglobal.net	2/26/2018	2/26/2018	3/5/2018
bcb1242@yahoo.com	2/27/2018	2/27/2018	

March 1, 2018

VIA E-MAIL AND REGULAR MAIL

Garrett Brown, Mayor
City of Albion
112 West Cass Street
Albion, Michigan 49224

Re: Engagement Agreement

Dear Mayor Brown:

Scope of Engagement. We are pleased that you have selected us to assist the City of Albion in connection with the review of council rules of procedure. We will do our best to ensure that you are provided with timely legal advice in connection with this matter and your business endeavors. This letter will confirm the terms of our agreement to represent the City in this matter.

Client Liaison and Firm Liaison. We understand that you and Dr. Mitchell will be our primary contacts at the City in furtherance of this engagement and Scott G. Smith will be the Firm attorney responsible for this engagement.

Staffing and Hourly Rates. Our time and expenses will be charged, as described in this letter, at the normal and customary hourly rates applicable to each attorney or paralegal assigned to work on this matter as established by our Firm from time to time. We have agreed to bill the City at the substantially discounted hourly rate¹ (billed in 1/10th hour increments) for the members of the Firm ("Partners" herein) and other attorneys who, at this time, have been identified as likely to work on this engagement of \$220.00 per hour with a total billing amount not to exceed \$1,200.00.

Our hourly rates are subject to periodic reviews and adjustments, and we reserve the right to revise our hourly rates in accordance with such general Firm reviews. The hourly rates noted above for this engagement will not be adjusted prior to January 1, 2019.

Expenses. We will not bill the City for routine telephone, copying, mailing and similar expenses. We will not bill mileage for travel between our Grand Rapids office and the City. Any copying that is outsourced, expedited delivery (except when undertaken for our convenience) and other out-of-pocket costs will be billed without any mark-up or multiplier.

¹ Scott Smith's standard hourly rate is \$465.00 per hour

Garrett Brown
March 1, 2018
Page 2

Right to Withdraw from Representation. The Firm reserves the right to withdraw from this representation in the event that invoices are not paid on a timely basis or you have failed otherwise to fulfill your obligations to us.

Standard Terms of Engagement. Dickinson Wright's Standard Terms of Engagement are attached hereto and made a part hereof except to the extent modified by this letter.

Thank you for selecting our Firm to represent you. We appreciate the confidence you have in us and look forward to working with you on this matter.

Sincerely,


Scott G. Smith

The signature below indicates the City's agreement to all of the terms of the engagement of the firm as stated above.

Garrett Brown, Mayor
City of Albion

Date

Dickinson Wright PLLC
Standard Terms of Engagement

We are pleased that you have retained Dickinson Wright PLLC to provide legal services. Below are the standard terms of engagement in relation to any matter on which you retain us, unless otherwise set forth in your engagement letter and subject always to applicable rules of professional conduct. Please review this document carefully and retain it with your files. If you have any questions about how our legal services will be provided, how you will be billed, the scope of our representation or any other matter related to our representation of you, please contact a member of the Firm promptly.

1. *The Scope of Our Services.* Our engagement letter to you sets forth the specific matter for which representation will be provided and the scope of our services. The services we will provide to you may be varied by agreement during the course of the matter. Our services will not include advice on tax-related issues unless and to the extent specifically requested by you and included in the scope of our representation.

At times we may be called upon to express opinions of law or anticipated outcomes. Such opinions are limited by our knowledge of the facts at the time the opinion is rendered, the present state of the law and, at times, factors that are unknown or beyond our control. Although we will use our best professional judgment, we cannot guarantee the outcome of any matter.

2. *Primary Attorney.* The primary attorney(s) responsible for your client relationship with the Firm may, in the exercise of his/her/their professional judgment, involve other attorneys (including other members or associates), paralegals or non-legal professionals possessing special knowledge or experience to improve efficiency.

Our invoices for services may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

3. *The Client.* Dickinson Wright PLLC will provide representation for only the person(s) or entity identified in our engagement letter. In matters related to corporations, partnerships and other entities, unless otherwise agreed in writing, our representation does not extend to officers, directors, employees, shareholders, partners, members or other individuals. Additionally, unless otherwise agreed in writing, our representation of an entity does not extend to its affiliates (such as parent, sister or subsidiary corporations).

4. *Basis of Our Charges.* Unless other arrangements are made, our billing for legal services will be on a per hour basis. Our standard hourly rates will apply in the absence of any other agreement, and details of the hourly rates for the attorneys working on your matter(s) are available upon request. Our hourly rates are subject to periodic reviews and adjustments and we reserve the right to revise our hourly rates in accordance with such general Firm reviews.

The Rules of Professional Conduct generally permit a law firm to consider the following factors in addition to regular hourly rates: the novelty and difficulty of the question involved; the skill requisite to perform the legal services; the likelihood that acceptance of a particular matter will preclude other representation; the fee customarily charged in the locality for similar services; the risk assumed by the firm in performing certain types of work, and the amount involved and results obtained. Time limitations imposed by the client or by other circumstances may also be considered in determining an appropriate fee. We reserve the right to consider all of these factors and submit a billing or billings in excess of the hourly rates quoted above.

We are often asked to provide estimates regarding the cost of our representation on a given matter. We are pleased to provide such estimates when, in our professional judgment, they can be made. Unless we agree in writing to perform a specific project for a fixed fee, an estimate will not represent a maximum, minimum or agreed charge.

5. *Reimbursement of Costs and Expenses.* In addition to our hourly fees, we may incur costs and disbursements on your behalf for which you will be obligated to reimburse us. It is our Firm policy to submit invoices for costs and disbursements charged by third parties in excess of \$1,500 to you for direct payment. Costs and disbursements of third parties incurred by the Firm on your behalf are billed without any administrative add-on. Costs incurred internally on your behalf are generally charged at predetermined standard rates: \$0.20 per copy, \$2.00 per first page, \$1.00 per subsequent pages for faxes and \$10.00 per month for each gigabyte of data stored in our litigation support document database. Computerized legal research (CALR) charges are billed at our legal research providers' standard retail rates. Please note, however, that the Firm pays for CALR on an annual Firm-wide fixed fee basis. Long distance phone charges are billed at tariff rates.

6. *Frequency of Billing.* We will bill you monthly for time and disbursements. Remittance within 30 days is expected. We reserve the right to impose a charge of 1% per month on accounts which are not paid within such 30-day period. If you have any questions on any invoice, please raise them with the member primarily responsible for the matter as soon as possible. If any portion or element of an invoice is questioned, the remainder of the invoice is to be paid within 30 days.

7. *Retainers.* Unless otherwise set forth in the engagement letter, it is understood that Dickinson Wright PLLC may withdraw amounts from the retainer at any time as may be necessary to satisfy outstanding invoices. If at any time the retainer proves insufficient to cover past due

invoices or falls below the agreed amount, you will be called upon to replenish the retainer amount. Any unused portion of the retainer remaining after all legal services have been paid for will be refunded.

8. Conflicts of Interest. Conflicts of interest are a concern for Dickinson Wright PLLC and the clients we represent. We attempt to identify actual and potential conflicts at the outset of any engagement and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that is consistent with our professional responsibilities.

We will not represent any other client on any matter on which we are representing you unless we have your express agreement that we may do so and where permitted to do so by the applicable jurisdiction's Rules of Professional Conduct.

We may also act generally for another client which, for you, is a market competitor.

9. Liability Insurance Coverage. It is your responsibility to ascertain whether you are covered by any relevant insurance in respect of either liability or legal expenses. If so, you are responsible to notify your insurer(s) of the claim or potential claim and our involvement as soon as possible. It is also your responsibility to inform us if you believe that you have insurance coverage for the specific matter for which we have been retained.

10. Termination of Representation. You may terminate our representation at any time, with or without reason. We have a right to discontinue providing services under certain circumstances, such as your failure to fulfill your financial obligations to us. Your termination of our representation in no way relieves you of the obligation to pay for legal services that have been provided prior to the time of termination and that are necessitated to make an orderly transfer of our file materials.

Upon termination of our representation for any reason, we will return your papers, documents and other property to you upon receipt of your request for them. We may, and likely will, retain a copy of the materials returned to you. If you have outstanding invoices owing to the Firm, we may have the right to retain your documents if they are properly subject to a lien.

At such time as we have completed the scope of work for which we have been retained, we will consider our representation to have ended. If you later retain us to perform further or additional work, our future representation will be subject to the terms of and understanding set forth herein, unless other terms and conditions are expressly agreed to.

11. Records Retention. Subject to paragraph 10 above, any materials belonging to you will be returned to you at the conclusion of the engagement. Following the engagement, in accordance with Firm policies, applicable law and the applicable jurisdiction's Rules of Professional Conduct regarding ownership of files and file retention, we will retain our files relating to this matter for a period of years, after which time the files may be destroyed. We will make reasonable efforts to notify you prior to the destruction of any files. A reasonable charge may be imposed for any special requests pertaining to disposition or handling of our files.

12. E-Mail and Cellular Phone Authorization. Dickinson Wright PLLC is able to communicate with clients via electronic mail over the internet ("e-mail") and many of our attorneys utilize cellular phones. With e-mail, current technology cannot eliminate the risk that confidences and/or secrets otherwise protected by attorney/client privilege may be viewed by unauthorized third parties and the privilege thereby lost. As to both means of communication, sensitive, confidential and proprietary materials of the client may be intercepted by unauthorized third parties. Please be advised that in connection with the use of e-mail and cellular phones, (a) there is the risk of the loss of the attorney/client privilege and that sensitive, confidential or proprietary material may be inadvertently disclosed to unauthorized third parties; (b) the Firm standard for e-mail encryption is Transport Layer Security (TLS) protocol; and (c) you have the right to specifically direct Dickinson Wright PLLC not to send the client sensitive, confidential or proprietary materials via e-mail or to utilize a cellular phone when communicating.

Unless you specifically provide direction to the contrary, your acceptance of our engagement letter will indicate your review of this policy statement on the use of e-mail and cellular phones and will specifically authorize Dickinson Wright PLLC to utilize e-mail, to send information over the internet to communicate with you and with third parties, and to utilize cellular phones. By engaging our Firm, you agree to assume the risk of inadvertent disclosure and the risk of the loss of attorney/client privilege as it relates to information being transmitted. You retain the right to direct Dickinson Wright PLLC not to send specific items of information via the internet, by e-mail or over a cellular phone. This authorization shall remain in effect until revoked in writing.

Please feel free to contact the attorney at the Firm responsible for the matters you have engaged us to address on your behalf if you have any questions regarding this policy.

From: Sheryl Mitchell
Sent: Thursday, March 1, 2018 9:59 AM
To: Jill Domingo; Cullen Harkness
Cc: Maurice Barnes; Andy French
Subject: Fwd: Hold the Date: Governor Snyder Visit - Friday March 9th

Council Members Barnes and French has requested that a discussion item be added to the Agenda on Monday as referencing in the communication below.

Sheryl Mitchell

Albion City Manager

smitchell@cityofalbionmi.gov

517.629.7172 office

269.223.9244 cell

Begin forwarded message:

From: Maurice Barnes <mbarnes@cityofalbionmi.gov>

Subject: Re: Hold the Date: Governor Snyder Visit - Friday March 9th

Date: March 1, 2018 at 9:22:43 AM EST

To: Sheryl Mitchell <smitchell@cityofalbionmi.gov>

It doesn't make since not to have the EDC President involved at the "STAKEHOLDER" table. Amy is our City of Albion "PROFESSIONAL" leading the city into business and development attraction.

Our City Manager is our leadership in the day to day operations and contact person for all city contact.

This meeting is for future progress and growth. And, the City Manager and EDC President are the contacts and initial spokesperson for ALBION. Therefor, its unprofessional and an insult that they are not able to represent ALBION in the Meeting with GOVERNOR SNYDER.

From: Sonya Brown
Sent: Thursday, March 1, 2018 11:26 AM
To: Maurice Barnes; Garrett Brown
Cc: Andy French; Lenn Reid; Marcola Lawler; Jeanette Spicer; Sheryl Mitchell; Cullen Harkness; Jill Domingo; Adeprez@albionedc.org
Subject: Re: Hold the Date: Governor Snyder Visit - Friday March 9th

I'm not sure why Council members French and Barnes are replying all...? Please direct your thoughts to Mayor Brown directly, as Council needs to respect the Open Meetings Act.

Sent from my Boost Mobile Phone.

----- Original message-----

From: Maurice Barnes
Date: Thu, Mar 1, 2018 11:19 AM
To: Garrett Brown;
Cc: Andy French;Lenn Reid;Sonya Brown;Marcola Lawler;Jeanette Spicer;Sheryl Mitchell;Cullen Harkness;Jill Domingo;Adeprez@albionedc.org;
Subject:Re: Hold the Date: Governor Snyder Visit - Friday March 9th

Senator Nofs and Representative Bizon are sure to to ask why HARRY BONNER was a non invite?

How can a man of public service to this Region for 30 plus years not be invited?

Let's not present a picture of division.

Maurice

Sent from my iPhone

On Mar 1, 2018, at 10:48 AM, Garrett Brown <gbrown@cityofalbionmi.gov> wrote:

Council Member French,

I'll call you as I don't want to debate or deliberate seeing that the whole council is copied.

Thanks,
Mayor Brown

----- Original message -----

From: Andy French <afrench@cityofalbionmi.gov>
Date: 3/1/18 10:34 AM (GMT-05:00)
To: Sheryl Mitchell <smitchell@cityofalbionmi.gov>, Garrett Brown <gbrown@cityofalbionmi.gov>, Maurice Barnes <mbarnes@cityofalbionmi.gov>, Lenn Reid <lreid@cityofalbionmi.gov>, Sonya Brown <sbrown@cityofalbionmi.gov>, Marcola Lawler <mlawler@cityofalbionmi.gov>, Jeanette Spicer <jspicer2@cityofalbionmi.gov>
Cc: Cullen Harkness <charkness@cityofalbionmi.gov>, Jill Domingo <jadomingo@cityofalbionmi.gov>, Amy Deprez <adeprez@albionedc.org>

Subject: RE: Hold the Date: Governor Snyder Visit - Friday March 9th

Mayor Brown,

A couple of Questions for you, thank you for your reply to them.

It was my understanding that this round table conversation with the governor was to include business leaders and the EDC and you, and perhaps the council, and an audience of community members. From your list, you have elevated residents with little or no understanding of the details of the economic plans or of this rising tide program, and have relegated the city's leadership to the position of audience members. I am concerned that you are trying to usurp the purpose of the governor's visit for a different purpose than his intended reason. That would not bode well for us as a city.

I am gravely concerned that this valuable opportunity will be wasted, if we do not articulate well, the excitement that is going on in Albion. Political parties aside, he is looking to make a difference in Albion. This project is just such an opportunity. If we show ourselves to be divided in our interests, if we are not unified in our enthusiasm for being a part of this program, we will lose support for other initiatives our city is trying to accomplish. I would respectfully ask that you add a discussion item concerning this event and the invited list, to the agenda for Monday's council meeting. If not, I will ask for it during council comments that it be added, as allowed by council rules.

Finally, why are you consulting with Attorney Scott Smith, when we have a fully qualified city attorney on retainer? I hope you can see that Attorney Smith is likely looking to Albion as a new place of business and is currying your favor. I ask that since we have the Harkness law firm as our city attorney, that you use him. Your consultation with Attorney Smith is inappropriate, as we have only retained his services for the purpose of our council rules review.

thank you for reading and I look forward to a lively discussion at Monday's Meeting.

Andrew

From: Sheryl Mitchell

Sent: Thursday, March 01, 2018 12:53 AM

To: Garrett Brown; Maurice Barnes; Lenn Reid; Sonya Brown; Marcola Lawler; Jeanette Spicer; Andy French

Cc: Cullen Harkness; Jill Domingo; Amy Deprez

Subject: RE: Hold the Date: Governor Snyder Visit - Friday March 9th

Mayor Brown,

This is truly an exciting opportunity for the community of Albion.

However, it is sorely disappointing that our conversation was misconstrued in your email communication below. To reiterate, the intention of the Project Rising Tide (PRT) is workforce, community AND economic development. What I stated to you was that it is important to have a broad cross-section of voices representing various sectors in Albion.

The focus of the PRT is clearly stated in the materials provided..."to attract business investment and talent...help local leaders create a sustainable path toward economic stability and growth." The calls and meetings with the State indicated that they wanted to know from our stakeholders what are the barriers that they are facing in this regard and how might the MEDC and Department of Talent and Economic Development (TED) provide support.

The help available (as stated in the materials provided) are in the areas of:

- Training
- Technical support to design and build a successful economic framework
- Action Plan Assistance to implement revitalization efforts
- Redevelopment Ready Communities assistance
- Outreach to help connect state agencies with our local stakeholder groups that can assist in implementing a successful economic framework

The representatives from MEDC provided us with the invited guest list from other communities (one of the examples is attached). It reflected inclusion of the City (or Village Manager), and top leaders from EDC/Chamber. Mayor Brown, this started out as a collaborative and inclusive effort. It is most disconcerting that your list now renders myself and Presidents of the EDC and Chamber to the role of audience members who are no longer being invited to be at the stakeholder table and participate in conversations regarding workforce, community and economic development.

Your email indicated that invitees were encouraged to attend and “air community grievances”.

My emailed response stated that “the discussion should be focused on Albion’s economic stability and growth as opposed to an airing of grievances,” as I emphatically disagree that what you are advocating is an appropriate approach or the intention of this meeting with the Governor.

If this is your intended focus of the Albion meeting, then I would respectfully suggest that you be forthright in sharing your perspective with the Governor’s team, so that they can make an informed decision on if they wish to move forward.

Presumably, you will also be sharing what is referenced as your Final Project Rising Tide Invite List (03.01.2018) with the appropriate parties at the State of Michigan on Thursday (3/1) morning, as I will be on vacation until next week.

Sheryl L. Mitchell, DBA, MSA

Albion City Manager
112 West Cass Street
Albion, MI 49224

smitchell@cityofalbionmi.gov

517.629.7172 (office)

517.629.4168 (fax)



This message and all contents and attachments have been prepared on resources owned by the City of Albion, MI and may contain information that may be privileged, confidential, law enforcement sensitive, or otherwise 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 are not the intended recipient, please be advised that any disclosure, copying, distribution, or use of the contents of this message is strictly prohibited. If you have received this e-mail in error, do not keep, use,

disclose, or copy it; notify the sender immediately and delete it. Thank you for your cooperation.

From: Garrett Brown

Sent: Wednesday, February 28, 2018 11:10 PM

To: Maurice Barnes <mbarnes@cityofalbionmi.gov>; Lenn Reid <lreid@cityofalbionmi.gov>; Sonya Brown <sbrown@cityofalbionmi.gov>; Marcola Lawler <mlawler@cityofalbionmi.gov>; Jeanette Spicer <jspicer2@cityofalbionmi.gov>; Andy French <afrench@cityofalbionmi.gov>

Cc: Sheryl Mitchell <smitchell@cityofalbionmi.gov>; Cullen Harkness <charkness@cityofalbionmi.gov>; Jill Domingo <jadomingo@cityofalbionmi.gov>; Amy Deprez <adeprez@albionedc.org>

Subject: RE: Hold the Date: Governor Snyder Visit - Friday March 9th

Council,

Good evening. I have attached the compiled list that I generated from all your recommendations and those from the city manager and the EDC president. This list priorities community-based voices, balances demographics, reduces representational redundancies, makes space for reasonable disagreement, and understands economic development broadly.

Today, Dr. Mitchell communicated with Emily Petz at the MEDC who emphasized the need for participants to be able to speak to "Albion's economic stability and growth." When I spoke with Dr. Mitchell she raised concerns about the compiled invite list because she felt it should be more focused on the EDC or economic development narrowly understood.

Because each of you had input in this list and because we do not have time to include this on Monday's agenda, I was uncertain about who should decide on the final invite list. I reached out to Attorney Scott Smith regarding this matter earlier this evening, and he stated the following:

- (1) Because this visit by the governor is a matter of politics and intergovernmental affairs, the mayor and council have oversight.
- (2) Because the participants will represent the City's interests in front of the governor, the choice of participants is a policy matter with the mayor and council.
- (3) The process we followed in which each of you, the city manager, and the EDC president submitted names and I compiled them was appropriate in this circumstance.
- (4) If a council member had any extreme objection to any particular participant, that objection should be forwarded to me so that it can be addressed.
- (5) This list that includes recommendations from all council members and input from the manager and EDC president should be the list submitted to state officials.

I am excited about this opportunity for our community and the chance to showcase what's worked well in Albion as well as what needs additional support from the governor and state.

Sincerely,
Mayor Brown

From: Sheryl Mitchell
Sent: Wednesday, February 28, 2018 10:02 PM
To: Andy French; cullen@harknesslawpllc.com; Garrett Brown; Jeanette Spicer; Lenn Reid; Marcola Lawler; Maurice Barnes; Sonya Brown
Cc: Jill Domingo; Stacey Levin; Scott Kipp
Subject: Hold the Date: Governor Snyder Visit - Friday March 9th

Mayor and Council,

We have received confirmation that Governor Rick Snyder will be visiting Albion as part of the invitation to include Albion in the Project Rising Tide. Some background information on the program is attached. The State will be issuing the press release announcement shortly.

The Governor's Office has confirmed the event for **Friday, March 9th** from **1:15pm – 2:45pm**. The gathering will be held in the Ludington Center on the 2nd floor. If you would please hold the date. A separate email will be sent out to officially invite the participants.

This will be a limited audience – approximately 55 invited guests (35 as part of a round table for discussion and 20 audience members).

The details are being finalized and I will should be able to provide you with an update on Monday, as I will be out of town on Thursday and Friday.

Should you require anything, please feel free to contact Stacey Levin.

Regards,

Sheryl L. Mitchell, DBA, MSA
Albion City Manager
112 West Cass Street
Albion, MI 49224

smitchell@cityofalbionmi.gov

517.629.7172 (office)

517.629.4168 (fax)



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INFORMATION
ONLY

Jill Domingo

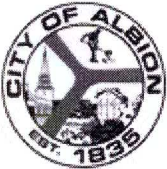
From: Sheryl Mitchell
Sent: Thursday, March 1, 2018 3:07 AM
To: Jill Domingo
Subject: FW: Superior St. brick project in Albion

Jill – almost forgot. This is an informational item for the March 5th agenda as well.

Thanks.

Sheryl L. Mitchell, DBA, MSA
Albion City Manager
112 West Cass Street
Albion, MI 49224

smitchell@cityofalbionmi.gov
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From: Gary Tompkins [mailto:tompkinscc7@gmail.com]
Sent: Wednesday, February 21, 2018 1:24 PM
To: SenMNofs@senate.michigan.gov; DrJohnBizon@house.mi.gov
Cc: Sheryl Mitchell <smitchell@cityofalbionmi.gov>
Subject: Superior St. brick project in Albion

Honorable Sen. Nofs & Honorable Rep. Bizon,

Good afternoon. I come to you today, as Calhoun County Commissioner of the 7th District, concerning the Superior Street brick project in Albion. As you are aware there has been a significant failure in the brick street with major heaving going on throughout the entire street. At last evenings Albion City Council meeting, two MDOT representatives, Mark Dionise, Manager MDOT Marshall TSC and Greg Finnila, Asst. Construction Engineer were on hand to discuss the failure and potential proposed fix.

The MDOT spokesperson stated that the fix would not be easy. The proposal was to have the bricks and sand beneath will be dug up and replaced with asphalt and new bricks replaced. The street will once again be closed down and they stated that they are still not sure why or what caused the failure. No timeframe was given in terms of how long this will take.

Downtown business owners were on hand and stated that during the closure last summer they lost over 20% in revenue and saw a significant reduction in foot traffic. Many indicated another closure will cause not only a significant impact on them but in some cases will force them to close.

As you know Albion has been on a positive, upward trend and has worked very hard to rebuild itself. This road situation creates a significant risk to that continued trend and could result in setbacks. Some in the community has suggested this is the City of Albion's fault and we know that is the farthest from the truth. There should be a public apology by the MDOT for this failure from the Dept. Head.

A large concern is at last evening's meeting was the MDOT's lack of a solid plan of action and a firm timeline of events. As you know this project was completed in NOV. 17 and failures started just a few days and weeks after. A firm plan should be in place in Feb. 18 when in front of the City Council, residents and concerned business owners who are very concerned for the future of their business and the downtown.

From a safety perspective, the lack of painted lines on the street is a great cause of concern as if you are not familiar with the 4 to 3 lane change could cause a serious accident. Additionally bricks are heaving and flying onto the sidewalks.

A telling tale is that noted Albion Historian, Frank Passic, even suggested to just asphalt pave the downtown, keeping the brick accents in the parking areas, as the downtown is not a museum. I believe this is the best solution to not only create a solid foundation for the traffic of the 21st century but most importantly provide a long term fix for the merchants downtown and keep the momentum of Albion going without creating continued setbacks.

Albion, as part of my district as Calhoun County Commissioner of the 7th district , is very important to me and ensuring they receive the proper treatment is paramount. Anything less is unacceptable as I'm sure you would agree.

I very much look forward to your response as together we advance an action plan expeditiously to keep the Albion positive trend moving upward and prevent further pain for the community and business owners. We owe it to all our citizens to provide the best representation possible. Again I look forward to your response. Have a great day!

Best Regards,

--

Gary Tompkins

Calhoun County Commissioner

7th District

517-607-5202

Tompkinsec7@gmail.com



[PROJECT RISING TIDE LOGO]

Project Rising Tide Communities Joint Memorandum of Understanding

This Memorandum of Understanding ("MOU") by and between the Department of Talent and Economic Development ("TED"), 300 North Washington Square, Lansing, Michigan and **CITY OF XXX** is effective as of **MONTH, DAY, YEAR** ("Community"), jointly referred to as the "Parties" and individually as the "Party" ("Effective Date").

The Community is interested in working with TED under the Project Rising Tide Program ("Program") to receive assistance from the Program in developing a successful economic framework to promote a sustainable path toward economic stability and growth ("Action Plan").

Through the Program, TED is looking to provide technical assistance for communities interested in developing a strong foundation for community, economic, and talent development. The TED Project Rising Tide team is interested in partnering with the Community to evaluate and make recommendations for the Community based on the Community's stakeholders and vision and to develop an Action Plan under the Program with specific, achievable goals that will lead to sustainable talent, community, and economic development.

Therefore, the above entities have come together in a strategic collaboration to achieve the above stated goals. This collaboration is based on the following understandings:

Community Responsibilities

1. Identifying a primary Program contact who will serve as the lead contact and provide overall technical support for all aspects of this project on behalf of the Community.
2. Provide adequate staff personnel to attend trainings, perform research collection and assessment of current practices of the Community, respond in a timely manner to TED Project Rising Tide team questions, and to implement Action Plans.
3. Work with TED Project Rising Tide team to complete Redevelopment Ready Communities® ("RRC") Self-Evaluations in a timely manner.
4. Provide monthly updates to the Community's elected governing body on status of Program progress.
5. Provide progress reports to TED Project Rising Tide team on a quarterly basis.
6. Establish a Project Rising Tide Steering Committee to lead the Community's revitalization efforts.
7. Demonstrate efforts/coordinate with existing PRT communities in the same region to identify ways in which their existing participation in the Program may have collaborative benefits for the Community.

TED Responsibilities

1. Provide general training on the Program.
2. Provide general technical support to the primary Program contact of the Community and Steering Committee to design and build successful economic framework.
3. Provide general technical support to complete the RRC Self-Evaluation.
4. Work with Community to develop an Action Plan to implement revitalization efforts.

Execution Copy

5. Assist with outreach to other state agencies and stakeholder groups to implement successful economic framework.

This MOU sets forth the intent of the Parties only and does not, and is not intended to, impose any binding obligations on the Parties nor shall it be the basis for any legal claims or liabilities by or among the Parties. Any liability of the Parties, whether in contract, tort or under any other legal or equitable theory, arising out of or in connection with this MOU shall be explicitly excluded. Neither Party shall be entitled to claim compensation for any expenses or losses incurred in bad faith if the intention of this MOU cannot be reached entirely or in part.

This MOU constitutes the entire agreement between the Parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all Parties, by the issuance of a written amendment, signed and dated by all the Parties.

This MOU may be signed in multiple copies and in counterparts which, when taken together, shall constitute the executed MOU. Faxed or scanned copies shall be considered an original.

This MOU is effective until the one year anniversary of the Effective Date, unless terminated earlier. However, either Party may terminate the MOU by providing notice in writing to the other Party thirty (30) days in advance of the termination.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective authorized representatives.

NAME, TITLE
COMMUNITY

Date

NAME, TITLE

Date

Department of Talent and Economic Development

PROJECT RISING TIDE

ENSURING MICHIGAN'S RECOVERY
REACHES EVERY CORNER OF THE STATE

PROJECT RISING TIDE (PRT) supports the development of vibrant, thriving communities in Michigan to attract business investment and talent. The program helps local leaders create a sustainable path toward economic stability and growth.

A statewide effort

1 PRT COMMUNITY
SELECTED FROM
EACH OF MICHIGAN'S

10 PROSPERITY
REGIONS



SUPPORT



The Department of Talent and Economic Development is here to help. PRT communities can expect:



Training

General training on the PRT Program.



Action Plan Assistance

Support for communities in developing an Action Plan to implement revitalization efforts.



Technical Support

General **technical support** to design and build a successful economic framework.



Redevelopment Ready Communities

Assistance in completing the self-evaluation and determining if formal RRC engagement is the right path for the community.



Outreach

Help in connecting with state agencies and stakeholder groups that can assist in implementing a successful economic framework.

COLLABORATION

Collaboration is a key part of this effort. That's why PRT communities must:

- Establish a **Project Rising Tide Steering Committee** to lead the revitalization efforts.
- Coordinate with existing PRT communities in the same region.



OWNERSHIP



Grassroots involvement

PRT keeps communities at the helm of the ship.

- Communities select their **PRT project lead**.
- Local personnel are designated to assist project lead and meet regularly with the TED PRT team.
- Local project lead creates monthly reports for community leadership as well as quarterly progress reports for TED PRT team.

GRADUATION

PRT communities graduate by:



- Building local capacity.
- Completing technical assistance framework.
- Demonstrating ability to continue to progress independently.



QUESTIONS? Learn more at mirisingtide.org.



City of Albion Neighborhood Planning Council Bylaws Template

Purpose

The purpose of these Bylaws is to provide the basic organizational structure and operating rules of each Neighborhood Planning Council (hereafter referred to as NPCs) in Albion. These Bylaws are meant to act as guidelines for each NPC, and may be modified to fit the needs of each NPC.

Article I. NAME

The name of each organization shall be City of Albion Neighborhood Planning Council #X, with “X” being the precinct number the NPC is located in. They may also be referred to as NPC #X, or Precinct X NPC, or any other name the members of the NPC deem appropriate.

Article II. ROLES AND PURPOSE

The purpose of these NPCs is to provide a medium for neighborhood residents to discuss and inform each other about neighborhood issues and concerns. These groups are not empowered by the City Council to exercise any governmental authority or perform any governmental function, and is advisory in nature. Each NPC is expected to collectively reflect the interests of its members and neighborhoods, petitioning the City Council with requests, and providing the City Council and other governmental boards, commissions, and committees with recommendations.

Article III. MEMBERSHIP

Section 1. Qualifications for NPC Membership

Any person residing in the NPC geographic area is qualified to be an NPC member. The geographic area of each NPC is defined using the boundaries of each precinct.

Section 2. Number of NPC Members

Each NPC may determine how many members it wishes to comprise its ranks.

Section 3. Holding Other City Offices

Any NPC member who is also a member of another governmental decision-making body may not take a position on matters that are likely to come before the governmental decision-making body on which the member sits. This is to avoid the appearance of bias or prejudice, and does not preclude any NPC member from seeking information or clarification on any issue coming before the NPC.

Article IV. OFFICERS

Section 1. Officers

- (a) The officers of the NPC shall consist of a Chairperson, Vice-Chairperson, and Secretary, each of whom shall be elected by the NPC members and perform the duties prescribed by these Bylaws.
- (b) The NPC may elect such additional officers and prescribe the duties of those officers as needed.

Section 2. Duties of Officers

- (a) The Chairperson shall preside at all NPC meetings, make sure that there is an agenda for each meeting, and perform any other duties that are established by custom for the office.
- (b) The Vice-Chairperson shall perform the duties of the office of the Chairperson when the Chairperson is unable to do so.
- (c) The Secretary shall give appropriate notice of all NPC meetings, prepare accurate and complete minutes, and attend to correspondence and perform such duties as ordinarily pertain to the office.
- (d) The immediate past Chairperson may serve as an active or ex-officio member of the NPC, and act in an advisory role to the organization and its officers. They may perform the duties of the Chairperson, should both the Chairperson and Vice-Chairperson be unable to execute those duties.
- (e) An Assistant Secretary shall act in the absence of the Secretary and assist the Secretary when needed or requested.
- (f) Members of the Albion City Council may serve as ex-officio members of the NPC of the precinct which the Councilmember represents. They may not, however, be elected to positions as officers in the NPC.

Section 3. Election and Term of Office

- (a) The NPC shall appoint a Nominating Committee, whose duty shall be to nominate candidates for the officer positions at the Annual Meeting to be held at the beginning of the Operational Year. Additional nominations from the floor shall be permitted.
- (b) Each NPC may determine its own method of electing officers.
- (c) Elected officers shall assume office at the next regular meeting of the NPC following the Annual Meeting and hold office for a term of one (1) year.

Section 4. Terms

- (a) Officers shall serve a one (1) year term, or until their successor is elected. Officers may be re-elected at the end of their term.
- (b) Except for the election of persons to fill an unexpired term, the terms of all elected officers shall commence with the first meeting of the operational year of the NPC.

Section 5. Resignations and Vacancies

- (a) An officer desiring to resign from NPC Leadership shall submit their resignation to the NPC Secretary, who shall present it to the NPC for acceptance, and note such action in the minutes of the meeting.
- (b) A vacancy occurs when an NPC Officer no longer resides in the NPC geographic area of the NPC of which they are an officer.

Section 6. Limitation

No NPC member shall hold more than one NPC office at one time.

Article V. MEETINGS AND OPERATIONAL YEAR

Section 1. Operational Year

The operational year for each NPC shall be the entire 12 month calendar. An operational year should be established by each individual NPC based on its own criteria and needs.

Section 2. Date, Time, and Location of Regular Meetings

Each individual NPC should determine their own day, time, and location to meet, and do so regularly once per month, every month. This is to ensure maximum resident attendance and participation. Events like holidays, vacations, and building access may dictate schedule changes, which will be adopted by a majority of the NPC.

Section 3. Right of Participation

Any person shall be permitted to address a meeting of the NPC under the rules established by the NPC. No person shall be excluded from a meeting which is otherwise open to the public.

Section 4. Parliamentary Process

Should a question of parliamentary process arise during an NPC meeting, the rules contained in the most recent edition of *Robert's Rules of Order* shall govern the meetings of the NPC. Other sources of parliamentary procedure may be substituted for *Robert's Rules of Order*, including, but not limited to: *The Standard Code of Parliamentary Procedure*, *Modern Parliamentary Procedure*, or *Robert's Rules in Plain English*.

Article VI. COMMITTEES

Section 1. Standing Committees

The NPC may appoint one or more members to any Standing Committee previously designated by the NPC.

Section 2. Special Committees

Other committees that are deemed necessary or desirable by the NPC may be appointed by the NPC.

Article VII. BYLAWS AMENDMENTS

These Bylaws may be amended at any regular meeting of the NPC by a two-thirds vote of the NPC members.

January 2018