



CITY OF ALBION CITY COUNCIL MEETING AGENDA

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

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

COUNCIL-MANAGER
GOVERNMENT

Council members and
other officials normally in
attendance.

AGENDA COUNCIL MEETING

Tuesday, February 16, 2016

7:00 P.M.

PLEASE TURN OFF CELL PHONES DURING MEETING

• **Joseph V. Domingo**
Mayor

• **Maurice Barnes, Jr.**
Council Member
1st Precinct

• **Lenn Reid**
Council Member
2nd Precinct

• **Garrett Brown**
Council Member
3rd Precinct

• **Rebecca Decker**
Council Member
4th Precinct

• **Cheryl Krause**
Council Member
5th Precinct

• **Andrew French**
Mayor Pro Tem
Council Member
6th Precinct

• **Sheryl Mitchell**
City Manager

• **The Harkness Law Firm**
Atty Cullen Harkness

• **Jill Domingo**
City Clerk

- 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. PRESENTATIONS
 - A. Mayor's Youth Council-Diversity Champion Proclamation for Senator Mike Nofs
 - B. Mayor's Youth Council-Diversity Champion Proclamation for Albion City Council
 - C. Presentation-ADPS Check Presentation of \$3,436.00 for Donation to Breast Cancer
 - D. Update on SAW Grant-Jeff Wingard, Fleis & Vandenbrink
- VII. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)
- VIII. CONSENT CALENDAR (VV)
(Items on Consent Calendar are voted on as one unit)
 - A. Approval Regular Session Minutes-February 1, 2016
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval for Fireworks Committee to Hold Fireworks over the River July 3rd, 2016 at Dusk (RCV)
 - B. Discussion-Single Hauler Bids
 - C. Approve Resolution # 2016-13, Contract with Abraham



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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.

Gaffney P.C. for Fiscal Year 2015 Auditing Services (RCV)

- D. Request Approval Resolution # 2016-14, Michigan Heritage Restoration Program-Amendment # 1 (RCV)
- E. Request Approval Ismon House Promissory Note (RCV)
- F. Request Approval Memorandum of Understanding - Amendment #1 with Ismon House (RCV)
- G. Request Approval Resolution # 2016-15, Purchase of Services for Starr Pump #1 (RCV)
- H. Discussion/Approval Resolution # 2016-16, Approval for Match for Calhoun County Land Bank Authority Michigan Bligh Elimination Program (RCV)
- I. Request Approval of POLC (Public Safety Sergeants & Lieutenants) Tentative Agreement (RCV)
- J. Request Approval of Agreement between Albion Public Schools and City of Albion for Recreation Programs (RCV)
- K. Request Approval Resolution # 2016-17, Purchase of Salt Spreader for the DPW (RCV)
- L. Discussion-City Employees Purchasing Old Equipment
- M. Discussion-City of Albion Volunteering to Provide Water to the City of Flint
- N. Request Approval for Consumers Energy to Survey City Owned Property (RCV)
- O. City Manager Report
- P. Future Agenda Items
- Q. Motion to Excuse Absent Council Member (s)
- X. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)
- XI. ADJOURN

City of Albion

MAYOR'S YOUTH LEADERSHIP COUNCIL

PROCLAMATION

Honoring

Senator Mike Nofs

WHEREAS Senator Mike Nofs is being recognized as a Diversity Champion in the City of Albion because of his lifelong commitment to fighting for justice for all people; and

WHEREAS Senator Nofs is the Michigan State Senator for the 19th district, which includes all of Calhoun County and some of Jackson County; and

WHEREAS Senator Nofs was first elected to the Michigan Senate in 2009. Prior to that, his public service included 6 years in the State House of Representatives. His ability to work across party lines has earned him great honor and respect; and

WHEREAS Senator Nofs also served 10 years on the Calhoun County Board of Commissioners and was Chairman for five of those years. During his term, he began new programs to assist assault victims and to offer senior citizens discounts for their medicine; and

WHEREAS While working for the Michigan State Police, he drafted the plan to combine them with Calhoun County and the City of Marshall. The world-class regional law enforcement center became a reality because of his visionary leadership; and

WHEREAS Senator Nofs has successfully fought to help struggling school districts, because he believes that "ensuring our children receive a high quality education benefits not just the student, but the community and the state as a whole".

NOW THEREFORE, Mayor Joseph V. Domingo and the Mayor's Youth Leadership Council, together with the members of the Albion City Council, do hereby recognize Senator Mike Nofs as a Diversity Champion, and join with a very proud community in expressing our appreciation for your years of dedicated service and distinguished leadership.

Attested to in the City of Albion, Michigan, this 16th day of February, 2016.

Mayor Joseph V. Domingo

Mayor's Youth Council

City of Albion
MAYOR'S YOUTH LEADERSHIP COUNCIL

PROCLAMATION

Honoring

Albion City Council

WHEREAS The Albion City Council is being recognized as a Diversity Champion in the City of Albion because of their commitment to upholding equality and justice for all people; and

WHEREAS The Albion City Council works together to make the City of Albion a "beloved community" in which all are embraced and none are discriminated against; and

WHEREAS In 2015, the City of Albion adopted a Non-Discrimination Ordinance to protect people from discrimination based on their age, color, education, status, race, or their gender identity; and

WHEREAS The Albion City Council has worked to build a true community spirit of collaboration and partnership. The Collaboration Corner is a symbol of the growing connection between Albion College, the town, and its people; and

WHEREAS Each member of the Albion City Council is actively involved in mentoring youth and inspiring them to dream more, learn more, do more, and become more.

NOW THEREFORE, the Mayor's Youth Leadership Council, together with Dr. Harry Bonner, do hereby recognize the members of the Albion City Council as Diversity Champions, and join with a very proud community in expressing our appreciation to Mayor Joseph Domingo, Mayor Pro Tem Andrew French, and Council Members Maurice Barnes, Lenn Reid, Garrett Brown, Beckie Decker, Cheryl Krause, for your commitment and distinguished leadership.

Attested to in the City of Albion, Michigan, this 16th day of February, 2016.

Dr. Harry Bonner

Mayor's Youth Council

City of Albion
City Council Meeting
February 1, 2016

I. CALL TO ORDER

Mayor Domingo opened the regular session at 7:00 p.m.

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

Maurice Barnes (1), Lenn Reid (2), Garrett Brown (3), Rebecca Decker (4), Cheryl Krause (5) and Andrew French (6) and Mayor Joseph Domingo.

STAFF PRESENT:

Sheryl Mitchell, City Manager; Jill Domingo, City Clerk; Cullen Harkness, City Attorney; Tom Mead, Finance Director; Jason Kern, Public Safety Detective Sergeant; Peggy Sindt, EDC Director; Scott Kipp, Chief of Public Safety and Jack Williamson, Public Safety Sergeant.

V. MAYOR AND COUNCIL MEMBER'S COMMENTS

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

VI. PRESENTATIONS

A. EDC Update-Peggy Sindt

Peggy Sindt, EDC Director gave the following updates:

- The Food Hub is very close to opening. The inspections have been completed and will be open to the public once the handicap ramp is completed.
- The Downtown Hotel will be a Courtyard Marriott. The request for bids for the demolition will be going out next week. Someone will be coming in to check for lead paint and asbestos prior to the demolition, which should be complete in May, 2016. The drawings are coming along and should be available soon.
- 101 N. Superior Building has zoning approval and will be meeting with Cornerstone Inspections to look over the blueprints later this week. The mechanical and electrical blueprints are not yet complete.

- The asphalt plant will not be done until 2017
- The 425 property has received occasional inquiries, however, most of the inquiries are looking for buildings not just vacant land.

EDC Goals:

- The principal goal is working on the Food Hub which is a kitchen incubator. It will facilitate residents who may want to start a business and also businesses that may want to use the kitchen to expand another part of their existing business. They will be providing food safety and business management classes.
- Expand and double the Snap and Farmers Fresh programs for the Farmers Market.
- Work on the Market located in the Food Hub where residents may pick up small last minute type items i.e. bread, milk, etc.
- Develop Food Aggregation Process, which through crop sharing will aggregate with farmers to supply local restaurants in the community.
- Increase interest in the Farmers Market from last year to this year.
- Work on the Redevelopment Ready Community to ready the City for potential developers.
- Work on Residential Development: Having homes closer to someone's work.
- Would like to develop a workforce development plan.
- Work to make the commercial strip on Eaton Street more appealing.
- Work with business owners on maintaining and upkeep of buildings.

Comments were received from Council Members Reid, Brown and French.

B. Homeless & Emergency Shelter Services, Vicky Clark-Summit Pointe

Vicky Clark from Summit Pointe gave a brief update on Homeless and Emergency Shelter Services for Calhoun County highlighting the following:

- She has been with the Summit Pointe for ten years, starting as a job developer then a case manager for mental health services and now a case manager for the homeless.
- Some of the criteria that may cause residents to be classified as homeless are:
 1. Fire in which they lost everything
 2. Divorce
 3. Drug Addiction
 4. Gambling Problem
 5. Not a high school graduate and unable to get a job.

There are currently no resources for the homeless in this area so Ms. Clark will be coming every third Friday to the Behavioral Services Building to help address this

Issue. If someone is homeless or being evicted, she advised calling her office located in Battle Creek to setup an appointment. She will also be taking walk-ins. She stated she would also like support from the City. The goal for this program is to help individuals find housing and a job if necessary to become housing stabilized. She will also help residents with obtaining a driver's license.

Council Member Decker asked if a safe-house provided by the City would be helpful and how to go about getting it started.

Ms. Clark stated they can call the Summit Pointe office and the Director would work with the City to help get it started.

Additional comments were received from Council Member French and City Manager Mitchell.

Tom Hunsdorfer, Interim Director, Forks Senior Center introduced the new Interim Director, Luanne Summers who will start March 1st, 2016. Ms. Summers works for the Area Agency on Aging. She stated she was happy to be working in Albion and looks forward to working with the Forks Center to help improve their lives. She has also worked with the Albion-Marshall Connector. The Forks Senior Center offers nine (9) exercise classes for anyone 60 and older that may be interested.

VII. CITIZENS COMMENTS

No comments were received.

VIII. CONSENT CALENDAR (VV)

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

No comments were received.

A. Approval Regular Council Session Minutes-January 19, 2016

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

IX. ITEMS FOR INDIVIDUAL DISCUSSION

A. Request Approval Resolution # 2016-11, Legal Services Agreement, Keller-Thoma (RCV)

Comments were received from Council Members Barnes and Brown, City Attorney Harkness, Mayor Domingo and Rick Fanning, Keller Thoma.

Council Member French stated with the increase of \$10.00 per hour that is being charged; the increased amount based on an average number of billable hours over the past few years would be \$383.50 per year.

French moved, Krause supported, CARRIED, To Approve Resolution # 2016-11, Legal Services Agreement, Keller-Thoma as requested. (7-0, rcv)

B. Request Approval Resolution # 2016-08, Senior Forks Center Contract (RCV)

Comments were received from City Manager Mitchell.

French moved, Krause supported, CARRIED, To Approve Resolution # 2016-08, Senior Forks Center Contract as presented. (7-0, rcv)

C. Request Approval Resolution #2016-09, City of Albion Opposition to Public Act 269 (RCV)

Comments were received from Council Members Barnes, Brown and French, City Manager Mitchell, Mayor Domingo and City Attorney Harkness.

French moved, Krause supported, CARRIED, To Approve Resolution # 2016-09, City of Albion Opposition to Public Act 269 as presented. (7-0, rcv)

D. Request Approval Resolution # 2016-10, Gun Purchase Program (RCV)

Comments were received from Council Members Barnes, French, Krause, Brown and Decker; Mayor Domingo; City Manager Mitchell; Chief Kipp; Sergeant Jack Williamson and City Attorney Harkness.

French moved, Krause supported, CARRIED, to Approve Resolution # 2016-10, Gun Purchase Program as presented. (7-0, rcv)

E. Request Approval to Send Request for Proposals out for Sidewalk Replacement Program (RCV)

City Manager Mitchell stated a Request for Proposals for the Replacement of City sidewalks will be sent out in the next few weeks.

Council Member Krause asked if the current contractor had offered to complete the sidewalk work at the cost from the previous year.

City Manager Mitchell stated the previous contractors had offered to work on the sidewalks for the same cost as the previous year but she felt it was important for the sidewalk replacement go out for bid.

Council Member Brown stated he felt it important to address residents that do not have sidewalks.

Additional comments were received from Council Member French.

F. Discussion-Set Dates for Goal Setting

City Manager Mitchell asked for Council clarification on whether the goal setting session are for the City Departments and the City Manager.

Mayor Domingo stated the goal setting session would be for both the City Departments and the City Manager. He stated some of the goals had been completed while others were still being worked on. He asked for a list of the current goals.

The consensus of the Council is to have a Study Session on City Department and City Manager goals on Monday, February 29, 2016 at 6:30 p.m. in the Mayor's Office. The Council also requested Department Heads attend the meeting.

G. Boards & Commission Appointments

- Scott Evans, DDA Board, Initial Appointment, Term to Expire 12-31-2019 (RCV)

French moved, Krause supported, CARRIED, To Approve Scott Evans, DDA Board, Initial Appointment, Term to Expire 12-31-2019 as presented. (7-0, rcv)

H. Request Approval Tentative Agreement for the POLC Union (Public Safety Sergeants & Lieutenants) (RCV)

Comments were received from City Manager Mitchell and Mayor Domingo.

French moved, Krause supported, CARRIED, To **Amend** the Agenda to Remove (Item H-Request Approval Tentative Agreement for the POLC Union (Public Safety Sergeants & Lieutenants) from the agenda. (7-0, rcv)

Decker moved, French supported, CARRIED, to **REMOVE** (Item H-Request Approval Tentative Agreement for the POLC Union (Public Safety Sergeants & Lieutenants) from the agenda. (7-0, rcv)

I. Discussion-2016 Projects

Finance Director Tom Mead stated \$212,000 in revenue was budgeted for 2016 and 0 dollars were budgeted for expenditures. He expects to end 2015 with a fund balance of \$288,000.

The match for the 2017 Superior Street project is still unknown. We have been unable to get a commitment amount from MDOT. The City will be responsible for a 20% match for the driving lane and 100% for the parking lanes.

The City is therefore, hesitant to commit funds to local streets until the match amount can be confirmed. He also stated that once the match amount had

been confirmed, the City may be able to complete a few small projects this year. Director of Public Services Lenardson is also looking into grant opportunities to help cover the match amount.

Comments were received from Council Members Krause and French, City Manager Mitchell and Mayor Domingo.

J. City Manager Report

City Manager Mitchell updated the Council with the following items:

- There have been several inquiries pertaining to lead in the water. A press release has been issued from the Calhoun County Public Health Department and has been distributed to the Council. It can also be viewed on the City's website. Residents who wish to test their water can get a kit from Calhoun County Public Health Department by calling 269-381-9666.
- She noted the MLK Convocation will be held on Tuesday, February 3rd, 2016 at the Bohm Theatre at 7:00 p.m. A Q& A will be held with keynote speaker Diane Nash at Albion College, Norris 102 from 3:00 p.m. to 4:00 p.m. Also an invitation only event will be held at the Ismon House from 5:00 p.m. to 6:30 p.m.
- Discussions with Albion Community Schools pertaining to the recreation department are as follows:
 - Handling the physical education component for the school
 - Relocation of Recreation Department to the school
 - An enrichment program for arts and music for grades K-5 for the remainder of this year. This program will be donation funded and Bruce from the Michigan Department of Treasury stated a separate fund will be established and if enough funds are not raised for the program-all donations will be refunded.
 - The Gap Program for the kids currently going to Marshall Schools.
- The AmeriCorps volunteers will be coming late summer and working on development and enrichment programs.
- A reminder the Presidential Primary election will be held March 8th, 2016 and February 8th, 2016 will be the last day to register to vote in the March Presidential Primary election.
- Absentee Applications for the March Presidential Primary are available in the City Clerk's office.

K. Future Agenda Items

- Council Member Brown would like the single hauler bid process added to the next agenda.

- Council Member Barnes would like the City of Albion volunteering to help provide water to the City of Flint added to the next agenda. He also stated if residents were interested in donating water, they could drop water off on the front steps of Bethel Baptist Church or they can contact Council Member Barnes and he would pick the water up.
- Council Member Decker would like a discussion for City employees to purchase old equipment from the City and have an ordinance created outlining the process.

Comments were received from City Attorney Harkness and Mayor Domingo.

L. Motion to Excuse Absent Council Member (s)

No action was necessary as all members were present.

X. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to agenda items and to no more than five (5) minutes. Proper decorum is required.)

Comments were received from Mike Bearman, 11016 29 Mile Rd and Jay Loomis, 408 W. Ash St.

XI. ADJOURNMENT

French moved, Barnes supported, CARRIED, to ADJOURN Regular Session. (7-0, vv).

Mayor Domingo adjourned the Regular Session at 8:55 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: February 16, 2016
RE: Agenda Items

IX. A. Request Approval for Fireworks Committee to Hold Fireworks Over the River July 3, 2016 at Dusk

The City has received the request from the Albion Fireworks Committee to use Barnes Park and Riverside Cemetery for the Albion Fireworks Viewing on July 3, 2016

IX. B. Discussion of Single Hauler Bids

Council Member Brown requested an update. The City administration is in the process of drafting a RFP for a single hauler for trash and leaf collection to service residents in Albion. Several years ago, a similar RFP was issued. Feedback from City Council would be helpful in drafting some of the components within the RFP. It is the City Manager's recommendation that a study session be scheduled to discuss this in greater detail with staff.

IX. C. Approve Resolution #2016-13 – Contract with Abraham Gaffney P.C. for Fiscal Year 2015 Auditing Services

The resolution approved the contract with Abraham & Gaffney, P.C. to provide auditing services for the fiscal year ending 2015. The contract is not to exceed \$28,250.

IX. D. Request Approval Resolution #2016-14 – Michigan Heritage Restoration Program - Amendment #1

The Friends of Ismon House and the Albion DDA have accepted the bid from David Bontrager for the renovation of the third floor. The original project was estimated at \$200,000. A 3rd floor bathroom was added, which increased the total project cost to \$212,837. The local match (40%) is increased from \$80,000 to \$85,135. The grant from the Michigan Heritage Restoration

Program (MHRP) has increased from \$120,000 to \$127,702. The MHRP has requested a new resolution from City Council to reflect these changes.

IX. E. Request Approval Ismon House Promissory Note

The MHRP grant provides a reimbursement after the entire project is completed. The Friends of Ismon House is providing \$92,837 towards the total project (including \$50,000 is from the Albion Trust). The City of Albion is requested to advance \$120,000 for the project. The property is owned by the DDA. The promissory note ensures that the City is fully reimbursed.

IX. F. Request Approval Memorandum of Understanding - Amendment #1 with Ismon House

The Memorandum of Understanding (MOU) between the City of Albion and the Ismon House outlines the roles in the cooperative agreement relative the MHRP grant and rehabilitation of the Ismon House. The MOU is amended to reflect the changes in the project cost, grant award, and local share.

IX. G. Request Approval Resolution #2016-15 – To Approve Purchase of Services for Starr Pump #1

Starr Pump #1 recently required repairs and cleaning. City Council is requested to approve the purchase of services from Northern Pump & Well in the amount of \$22,939 for the repair work and \$13,236 for the well cleaning. This was authorized by the City Manager as an emergency purchase because the work needed to be completed prior to the Feb. 16th Council meeting.

IX. H. Discussion/Approval Resolution #2016-16 - Approval for the Match for Calhoun County Land Bank Authority Michigan Blight Elimination Program

The City of Albion has partnered with the Calhoun County Treasurer and Calhoun County Land Bank for neighborhood stabilization and blight removal projects. Costs for the 2015 demolition projects have exceeded the initial projections. To avoid eliminating a site, the City is requested to increase the local match of \$12,500 by an additional \$3,788. The City is also requested to allocate \$12,500 towards the local match for the 2016 Michigan Blight Elimination Program through the Michigan Land Bank. The 2016 grant is seeking \$250,000 to demolish approximately 17 properties.

IX. I. Request Approval of POLC (Public Safety Sergeants & Lieutenants) Tentative Agreement

The City and the POLC have reached a settlement. The agreement provides for the 2% increase in 2016 and 2017, with the contract ending September 30, 2017. Language is updated regarding the process for promotions to Lieutenant and Detective Sergeant. The request to go to mediation has been withdrawn.

IX. J. Request Approval of Agreement between Albion Public Schools and City of Albion for Recreation Programs

The Agreement between Albion Schools and the City of Albion outlines the partnership in which the Recreation Department will provide after school activities and physical education for students on site at the school. The term of the agreement expires June 30, 2016. In exchange, the Recreation staff is provided office space within the building.

IX. K. Request Approval Resolution #2016-17, Purchase of Salt Spreader for the DPW

The resolution authorizes the purchase of a truck mounted salt spreader from Automotive Service Company, in the amount of \$8,284.09. Council approval is required for purchases in excess of \$5,000.

IX. L. Discussion – City Employees Purchasing Old Equipment

City Council had inquired about a uniform policy relative to employees purchasing city property. The City Attorney has indicated that the City Ordinance currently provides that property under \$2500 may be sold directly. Property over \$2500 should be auctioned. It was determined that given the low value of the guns previously discussed, that they can be sold directly as planned. Further direction is needed from council should there be a request for an additional ordinance to be drafted.

IX. M. Discussion – Albion Volunteering to Provide Water to the City of Flint

This is the request and initiative of Council Member Barnes.

IX. N. Request Approval for Consumers Energy to Survey City Owned Property

Consumers Energy is making plans to submit a proposal for upgrading and extending their existing lines. They are requesting to permission to survey and stake city owned property to better identify the most appropriate route to recommend. This initial process is non-evasive with minimal clearing and no tree cutting.

City of Albion
Specifications For Residential Refuse Collection
Bulky Items Pick-up and
Municipal Facilities Collection

The specifications that follow apply to the curbside collection of residential refuse and the collection of refuse from specified city facilities. The Contractor shall comply with these specifications, as well as the existing Solid Waste Ordinance (Chapter 66) of the City. Bidders are expected to fully inform themselves of the area and conditions of the service area.

1. Definitions:

REFUSE – means putrescible and nonputrescible solid wastes, except body wastes, and includes garbage, rubbish, ashes, incinerator ash, incinerator residue, small dead animals and solid construction and market wastes. The size, weight, and configuration of small rubbish items shall be such that they can be fully contained in an approved 90 gallon curb cart. Refuse does not include yard waste, materials from construction or razing buildings, waste from any manufacturing process or hazardous waste.

RECYCLABLES – are those items which become a secondary raw material that may be processed into a useful, marketable material. City residents are encouraged to use the free recycling site at 201 N. Clinton Street, Albion, Michigan.

BULKY WASTE – means large household appliances such as stoves, refrigerators, water tanks, washing machines, freezers, furniture and other household waste of this nature. Appliances must be certified that the Freon has been removed. A limited amount of building or demolition material will be picked up as Bulky Waste. Material must be boxed or bundled into one pile no larger than 4 feet by 3 feet by 2 feet high (24 cubic feet). Does not include liquids or hazardous materials, oil based paint, batteries, tires or car parts, rocks, sand, concrete, rubble or dead animals or brush, stumps, grass or leaves.

STOP – shall mean each residential dwelling unit, i.e. a single family home is one (1) stop and a duplex dwelling unit is two (2) stops.

2. Term:

The term of this contract shall be three (3) years commencing on the first (1st) day of November 2008 and ending on the thirty-first (31st) day of October 2011. The City reserves the right to extend the term of this contract by a period of up to ninety (90) days at the rate in effect October 1, 2011. The City shall initiate such an extension by serving written notice to the Contractor at its place of business at

least sixty (60) days prior to the expiration of this contract. Based on successful performance by the Contractor, the City may also consider a three (3) year extension of this contract.

3. Service Requirements:

A. Residential Collection

Collection of refuse shall be made curbside from all single family and duplex residences on the designated day each week. For collection purposes, the City shall be separated into two pick-up zones, i.e. all collection activities shall be completed in two (2) days each week. Collection zones and pick-up days shall be subject to approval by the City.

B. Municipal Facilities Collection

Contractor shall also supply separate dumpster containers for refuse and bulky item collection for all the municipal facilities listed in Appendix A. Said collection service shall be provided once a week, at a minimum, and at such other times as reasonably requested by the City or required by the volume of waste generated.

C. Bulky Item Pick-up

On the first (1st) pick-up day each month, the Contractor shall provide for Bulky Item pick-up from each stop. For each pick-up date the customer shall not place out for pick-up more than one (1) type of Bulky Item, i.e. only one stove, one refrigerator, one couch, etc. In addition, the total volume of bulky items for pick-up on any one pick-up date shall not exceed 128 cubic feet (8 feet by 4 feet by 4 feet high).

4. Special Services:

The Contractor may offer special services not included in the City's program at an extra fee to the residential property owner (which extra fee shall be collected by the Contractor from the property owner), i.e. recyclable pick-up, grass and yard waste pick-up, tire disposal, etc. If these services are to be offered by the Contractor, the Contractor shall furnish the City with a service and price schedule.

5. Compensation:

Contractor shall be compensated for all services requested in the RFP at a monthly rate per stop. City shall make monthly payment to the Contractor within thirty (30) calendar days after the end of the completed month of service. It is the desire of the City to compensate the Contractor each month for the actual

number of housing units receiving service from the Contractor. Therefore it is essential that the City and Contractor work together to adjust the number of stops per month that are being served by the Contractor. The Contractor shall file written notice to the City within ten (10) calendar days after the end of the month documenting any additional stops added during the previous month. If the Contractor fails to provide notice of extra stops for the previous month, then the City shall provide compensation based on the prior month's total stops.

At least ten (10) days prior to the beginning of a month, the City may provide notice to the Contractor of additions and/or deletions to the number of stops for the coming month. This notice will include temporary stoppage of service for customers who will be out of town (or for vacant properties) for a period of at least 30 calendar days. The City will require written notification from any customer wishing to temporarily discontinue service to their property for a period of at least 30 days. Said notice shall be filed with the City by the customer at least 30 calendar days before the date requested for temporary discontinuance of service. Unless approved by the City, all stops will be charged for monthly service and the Contractor shall be paid for said service.

6. Hours and Days of Service:

Curbside collection of residential refuse shall be made during the hours of 7:00 a.m. – 7:00 p.m. The City shall be separated into two pick-up zones with all collection being completed on the same two designated days each week, except for holidays. The regularly scheduled collection days shall be Monday – Thursday. When the day regularly scheduled for collection falls on or after a holiday, then said collection shall be made one day later. Holidays shall be: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Municipal facilities collection shall be made on a schedule mutually acceptable between the Contractor and the City.

7. Containers:

As part of the monthly per stop fee, the Contractor shall provide each customer with a curb cart (covered container with wheels for easy mobility). Each curb cart shall be labeled on the exterior with the Contractor's name and local or "800" telephone number. The Contractor shall provide each customer with a curb cart (minimum 90 gallon capacity) the design and construction of which is acceptable to the City. If a customer desires to have more than one (1) curb cart, then he shall pay the extra cost for such curb cart directly to the Contractor.

The Contractor shall make the initial distribution of curb carts to all City customers at least ten (10) days before service is scheduled to begin. The Contractor shall provide the City with a list of all addresses in the City for which

they have supplied a curb cart. On a monthly basis the Contractor shall provide the City with a list of addresses in the City for which they have removed a curb cart or added a curb cart. Refuse service shall only be supplied to customers who have a curb cart.

8. Location for Pick-up:

All refuse shall be placed at the curb or street edge in the curb cart provided and shall be readily accessible to the Contractor's personnel by 7:00 a.m. on the scheduled day of pick-up. In addition to the curb cart, the Contractor shall collect additional refuse provided that the extra items are properly contained in boxes or bags and the total extra refuse amount does not exceed 35 pounds or eight (8) cubic feet (2 feet by 2 feet by 2 feet high).

9. Customer Waste Only:

Customers are only permitted to dispose of household refuse and Bulky Items generated from their premises. Disposal of refuse and Bulky Items from others is prohibited and the customer shall be subject to the issuance of a civil infraction fine for violation of this requirement.

10. Collection Equipment:

The Contractor shall provide an adequate number of vehicles (all of which must have a current State Inspection sticker), in order to provide for regular collection services. Vehicles shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and local or "800" telephone number of the Contractor in letters not less than four (4) inches in height.

11. Notification:

- A. At the beginning of the contract (by June 9, 2008) and annually thereafter, the Contractor shall supply the City with a notice of dates of collection, rates for special services, complaint procedures, regulations, etc. The City shall include the notice in the summer tax bills to all property owners in the City.
- B. The Contractor will be responsible for developing a notice, to be approved by the City that will be left at the resident's curb and tagged to materials that are not collected because the material does not meet the collection specifications. Such notice shall detail the reason(s) for which the refuse or other materials were not collected. The Contractor shall maintain a list of addresses at which materials have been so tagged and shall provide this list to the City on a monthly basis.

12. Contractor Personnel:

The Contractor shall assign a qualified person to be in charge of its operations in the City. All collection employees shall be properly attired. The Contractor shall insure that each employee driving a vehicle shall, at all times, carry a valid operator's license for the type of vehicle driven.

13. Performance Bond:

The Contractor shall provide a performance bond with corporate surety, approved by the City that guarantees all provisions of the Contract will be met by the Contractor. The bond shall be in an amount of \$100,000.00 and shall be furnished to the City by August 1, 2008. The bond shall remain in place during the life of the Contract and shall continue to indemnify the City against loss resulting from any failure of performance by the Contractor. In the event of failure of the Contractor to perform any of the services under the Contract, the City may declare the Contract at an end and proceed to let such other or substitute agreements or contracts as may be deemed by the City to be necessary to provide for such services.

14. Insurance:

Before beginning work, the Contractor shall provide the City with a certificate of insurance naming the City as additional insured with the following coverage:

Contractor's Liability Insurance

- Bodily Injury – each occurrence \$1,000,000
- Property Damage – each occurrence \$1,000,000

Automobile Insurance

- Bodily Injury – each person \$1,000,000
- Bodily Injury – each accident \$2,000,000
- Property Damage – each accident \$1,000,000

15. Fuel Price Adjustment

By the 1st of October of each year of the Contract (after the first year) the Contractor may submit a request to the City Council for a rate increase based on the changes in the price of fuel during the last year. Based on the information submitted, the City Council may choose to approve an increase in the cost per stop for refuse pick-up. The Contractor needs to understand that this is an option, but there is no guarantee that an increase will be approved.

16. Construction Projects and Emergencies:

Service shall not be discontinued because of streets that are closed temporarily due to construction or for other reasons. The City agrees to cooperate with the Contractor in providing reasonable access to collection points during such situations.

In the event of a declared civil emergency, such as a snow emergency, the Contractor will work with the City in promptly resuming service as conditions permit.

17. Pre-Bid Meeting:

A pre-bid meeting will be held on Wednesday, May 7, 2008 at 10:00 a.m. at the Albion City hall, 112 W. Cass Street, Albion, Michigan. The purpose of the meeting is to review the RFP, as well as receive and respond to questions from interested parties. Attendance is encouraged, but not mandatory.

Refuse Bid Proposal

The City of Albion is requesting proposals for a three (3) year residential refuse collection contract. Sealed proposals clearly marked on the outside of the envelope "Refuse Bid" should be submitted to the City Clerk, 112 W. Cass Street, Albion, MI 49224 by 2:00 p.m. on Wednesday, May 14, 2008.

The undersigned submits the following proposal to provide residential refuse collection according to the Request for Proposals for the City of Albion.

Residential Refuse Collection

	Year 1 Nov. 1, 2008 – Dec. 31, 2009	Year 2 Jan. 1 – Dec. 31, 2010	Year 3 Jan. 1 – Dec. 31, 2011
Residential Refuse Collection Cost Per Month Per Stop	_____	_____	_____
Company Name:	_____		
Address:	_____		

Telephone Number:	_____		
Authorized Representative (print or type):	_____		
Title:	_____		
Signature:	_____		
Date:	_____		

Note: The City of Albion reserves the right to accept or reject any or all bids and to waive irregularities and to award the bid that is in the best interest of the City of Albion.

Resolution 2016-13

**Resolution for Approval Contract with Abraham & Gaffney, P.C.
For Fiscal Year 2015 Auditing Services**

WHEREAS, in 2014, the Albion City Council adopted Resolution #2015-09 to extend the contract with Abraham & Gaffney, P.C. to provide auditing services for the Fiscal Year ending 2014; and

WHEREAS, additional auditing requirements under GASB 67 and GASB 68 have significantly impact the financial statements for Fiscal Years 2014 and 2015, respectively; and

WHEREAS, it is anticipated that the new GASB requirements will significantly increase the number of hours for the audit fieldwork and in the preparation of the financial statements, including note disclosures and the required supplementary information; and

WHEREAS, Abraham & Gaffney, P.C. has agreed to only increase their existing fee schedule by 1.6% for the performance of auditing services, despite the increased fieldwork being required; and

WHEREAS, the auditing contract services include conducting the Financial Audit for the year ending 2015, Single Audit, Preparation of F-65 and Act 51, for a total not to exceed \$28,250; and

WHEREAS, it is the recommendation of the City Manager and Finance Director to enter into this agreement for an auditing contract with Abraham & Gaffney, P.C. for Fiscal Year 2015; and

NOW THEREFORE BE IT RESOLVED: The City of Albion finds it is the best interest of its citizens and for fiscal continuity to approve the contract with Abraham & Gaffney, P.C. for Fiscal Year 2015 auditing services.

Motion by Council Member _____, supported by Council Member _____, to approve the foregoing resolution.

I hereby certify that the above resolution was adopted on February 16, 2016 in a regular session of the Albion City Council and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

Principals

Dale J. Abraham, CPA
Steven R. Kirinovic, CPA
Aaron M. Stevens, CPA
Eric J. Glashouwer, CPA
Alan D. Panter, CPA
William I. Tucker IV, CPA



ABRAHAM & GAFFNEY, P.C.
Certified Public Accountants

3511 Coolidge Road
Suite 100
East Lansing, MI 48823
(517) 351-6836
FAX: (517) 351-6837

February 3, 2016

Mr. Tom Mead, Treasurer/Finance Director
City of Albion
112 West Cass Street
Albion, MI 49224

Dear Tom:

We are very pleased that the City Council is considering our firm to perform the City of Albion's audit for the fiscal year ended December 31, 2015. Enclosed are two (2) copies of the proposed engagement letter for the audit(s). If the terms are acceptable, the letters can be signed with one (1) copy being returned to us.

As we have previously discussed, GASB 67 and GASB 68 will significantly impact the financial statements of December 31, 2014 and December 31, 2015, respectively. The implementation of these GASB Statements will significantly increase the hours for the audit fieldwork and the preparation of the financial statements including the note disclosures and the required supplementary information. While many other firms have significantly increased their fees for the implementation of these standards, we feel that since Abraham & Gaffney, P.C. and the City of Albion have developed a great relationship over the past 11 years we have only increased our rate approximately 1.6% for 2015.

Thank you for the opportunity to continue to provide services for the City of Albion. Please feel free to call if you should have any questions. We look forward to working with you.

Sincerely,

William I. Tucker IV, CPA

WILLIAM I. TUCKER IV, CPA
Governmental Principal

Enclosures

Principals

Dale J. Abraham, CPA
Steven R. Kirinovic, CPA
Aaron M. Stevens, CPA
Eric J. Glashouwer, CPA
Alan D. Panter, CPA
William I. Tucker IV, CPA



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FAX: (517) 351-6837

February 3, 2016

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

We are pleased to confirm our understanding of the services we are to provide the City of Albion for the year ended December 31, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City of Albion as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Albion's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Albion's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Budgetary comparison schedules.

We will also prepare the Michigan Department of Treasury form F-65 and Michigan Department of Transportation Act 51 report as part of our engagements.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Albion's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining statements for nonmajor funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Albion's financial statements. Our report will be addressed to the City Council of the City of Albion. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Albion is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services we provide by designating an individual (Jeffrey L. Staley, CPA) with suitable skill, knowledge, or experience; to evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Albion's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We understand that we will draft the financial statements, related notes to the financial statements, and RSI.

We will provide copies of our reports to the Michigan Department of Treasury; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Abraham & Gaffney, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Department of Agriculture or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Abraham & Gaffney, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an Oversight Agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

William I. Tucker IV is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign them. Our fees for these services will be based on the actual time spent at our standard hourly rates, plus out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The noted fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The fees are detailed as follows:

<u>Year Ending December 31,</u>	<u>Financial Audit</u>	<u>Preparation of F-65/Act 51</u>	<u>Total Not- to-Exceed</u>
2015	\$ 27,250	\$ 1,000	\$ 28,250

The terms of this engagement letter shall be subject to review by either party on an annual basis and will be subject to cancellation by either party with a 60 day advance notice. The cost schedule detailed above assumes that a Single Audit will not be required.

Our proposal is to provide the City with auditing services, rather than accounting services. The audit cost provided above assumes that extensive journal entries to adjust the accounting records (i.e., bookkeeping) will not be required as part of the audit process. If journal entries are required after we are provided with the initial trial balance at year end fieldwork that are necessary to be recorded in order for the financial statements to be fairly presented in accordance with generally accepted principles accounting principles, we propose a per entry fee of \$100. This fee will not be billed if there are less than ten (10) entries in a given year.

Because we are extremely interested in serving the City and the fact that our audit team members have a great deal of experience working with governmental entities, we are proposing a discount to our audit cost estimate. The price schedule detailed above is a firm price assuming the City records are in reasonable condition and that we are provided reasonable City staff assistance. If our team members spend more hours than the projected hours detailed above that are not due to certain circumstances (i.e., unrecorded or improperly recorded journal entries or activities, unbalanced records, inadequate staff assistance, circumstances different than what was communicated to us during the bid process, etc.) then we will not bill for any amounts over the audit cost estimate. During each year of the audit, we will evaluate the preparedness of the City for the audit and if there appears to be significant audit areas that are not ready for audit procedures we will discuss this situation well in advance with the City to determine an appropriate corrective action plan.

The fees quoted above are based on anticipated levels of client assistance and expertise. Should any of these levels of assistance or expertise change during the period of our engagement, we may need to arrive at a new fee arrangement for the remainder of the agreement.

If certain circumstances are encountered, such as significant areas not being ready for audit that delay or disrupt fieldwork or those issues listed above we will discuss them with you and negotiate additional billings. While we do not expect that there will be additional billings in any audit year, because of the discounted fee that is being proposed it is important that the City adhere to the agreed-upon audit schedule - allowing us to conduct the audit as efficiently as possible.

The fees quoted for years subsequent to 2015 may be subjected to renegotiation if changes in professional standards or reporting requirements make our initial estimate of hours to complete the audit unrealistic. If any such changes occur, we will discuss the reasons with you and arrive at a new fee arrangement prior to incurring any additional charges.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

If any dispute arises in connection with the performance of our services under this agreement, or any other services we may perform, either party may, upon written notice to the other party, request facilitated mediation. Such mediation shall be assisted by a neutral facilitator acceptable to both parties and shall require the best efforts of the parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute. Facilitated mediation shall conclude within 60 days from receipt of the written notice unless extended by mutual agreement.

In the event the aforementioned difference cannot be resolved by facilitated mediation (or the parties agree to waive that process) then such dispute shall be settled by arbitration. Arbitration shall be administered by and follow the rules of the American Arbitration Association (AAA) unless otherwise agreed upon by the parties.

Each party may disclose any facts to the other party, the facilitator, or the arbitrator, which it, in good faith, considers necessary to resolve the difference. However, all such disclosures will be deemed in furtherance of settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. The facilitator or the arbitrator shall not act as a witness for either party in any subsequent proceedings between the parties. Neither the facilitator nor arbitrator shall have authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. An award issued by arbitration may be confirmed by any federal or state court of competent jurisdiction. All costs of any facilitated proceedings shall be shared equally by both parties. If arbitration is required, all reasonable costs, of both parties, as determined by the arbitrator, shall be borne entirely by the non-prevailing party.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to the City of Albion and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copies and return one (1) copy to us.

Sincerely,

Abraham & Gaffney, P.C.

ABRAHAM & GAFFNEY, P.C.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Albion.

By: _____

Title: _____

Date: _____

Resolution # 2016-14

City of Albion City Council Resolution

Michigan Heritage Restoration Program – Amendment #1

I, Joseph V. Domingo, the duly qualified and acting Mayor of the City of Albion, do hereby certify that the following resolution was adopted at a meeting of the Albion City Council held on Tuesday, February 16, 2016; is on file; has not been amended, altered or revoked; and is in full force and effect.

RESOLVED:

Whereas the DDA has entered into an agreement with the friends of the Mary Sheldon Ismon House to redevelop the resource located at 300 S. Clinton Street, Albion, MI; and

Whereas, the Friends of the Mary Sheldon Ismon House (Ismon House Board) has filed an application to the Michigan State Housing Development Authority, State Historic Preservation Office (SHPO) for the Michigan Heritage Restoration Program (MHRP) in the amount of \$127,702, for the next phase of the Ismon House project, for the resource located at 300 S. Clinton Street, Albion, MI; and

Whereas, the Ismon House Board shall provide the matching funds in the amount of \$85,135, for a total project cost of \$212,837. The source of the matching funds shall be \$35,135 from the Ismon House Board and \$50,000 from the Albion Trust; and

Whereas, Shirley Zeller from the Ismon House Board is appointed as the Grant Project Manager who will oversee the MHRP grant management and grant administration duties; and

Whereas, the City of Albion will receive and pay vendor invoices related to the grant project; and

Whereas, Michael Tymkew (Chairman) from the DDA Board is authorized to sign the required historic preservation easement and record it at the County Register of Deeds before the grant reimbursement will be processed by the SHPO; and

Whereas, the City of Albion acknowledges that the Michigan Heritage Restoration Program (MHRP) is an expense reimbursement program. The City of Albion authorizes expenditures in the amount of \$212,837 for the project work with the knowledge that eligible expenditures up to the approved grant amount will be reimbursed to the City of Albion upon SHPO acceptance of the final project work, SHPO acceptance of the final completion report, SHPO audit and acceptance of financial documentation for eligible costs and SHPO acceptance of a historic preservation easement recorded at the Register of Deeds.

City of Albion City Council

City of Albion City Clerk

Signature of Joseph V. Domingo, Mayor

Signature of Jill Domingo, Clerk

	ORIGINAL	AMENDED
MSHDA Grant	\$ 120,000	\$ 127,702
Local Match		
Friends of Ismon House	\$ 30,000	\$ 35,135
Albion Trust	\$ 50,000	\$ 50,000
TOTAL LOCAL MATCH	<u>\$ 80,000</u>	<u>\$ 85,135</u>
 TOAL PROJECT COST	 <u><u>\$ 200,000</u></u>	 <u><u>\$ 212,837</u></u>

funding

Albion Trust	\$ 50,000
City of Albion (advance)	\$120,000
Friends of Ismon House	\$ 42,837

PROMISSORY NOTE

Borrower: Albion Downtown Development Authority of 112 W. Cass St., Albion, MI, 49224 (the "Borrower")

Lender: City of Albion of 112 W. Cass St., Albion, MI, 49224 (the "Lender")

Principal Amount: \$120,000.00 USD

1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at 112 W. Cass St., Albion, MI 49224, the principal sum of \$120,000.00 USD.
2. This Note will be repaid in full on or before September 30th, 2016.
3. At any time while not in default under this Note, the Borrower may pay the outstanding balance then owing under this Note to the Lender without further bonus or penalty.
5. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Lender in enforcing this Note as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.
6. If any term, covenant, condition or provision of this Note is held to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
7. This Note will be construed in accordance with and governed by the laws of the State of Michigan.
8. This Note will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

9. The Borrower will provide the Lender with copies of any monthly reports submitted to the State of Michigan regarding the use of the monies borrowed herein.
10. Requests for disbursements of funds loaned, by virtue of this Note by Lender to Borrower, must be accompanied by copies of invoices or other acceptable documentation and provided to the Lender prior to payment.
11. The Borrower further agrees to compensate the Lender for administrative support in administering this loan at the rate of \$20.00 per hour (with a minimum of 2 hours per month). This amount shall be due by the 30th of each month while this Note is in effect. Lender shall invoice Borrower for the same on a monthly basis. Payment shall be made to the Lender at 112 W. Cass St., Albion, MI 49224.
12. In the event of Borrower's default, interest on any outstanding balance shall accrue at the rate of 1%, compounded monthly. Additionally, Borrower herein agrees and stipulates that in the event of Borrower's default, Lender herein may satisfy any outstanding balance on this Note through the use of any and all other funds held by Lender on Borrower's behalf, except as prohibited by Michigan law.
13. The Borrower may not assign this note to any other person or entity without the written consent of the Lender.
14. This Note may not be modified except in writing and signed by all parties herein.
15. Borrower and Lender agree that any and all disagreements, suits, litigation, complaints, or disputes arising out of this Note shall be litigated in the courts for Calhoun County, Michigan.
16. This Note is effective upon the signature of both parties herein.

Dated: _____

Joe Domingo, Mayor, City of Albion

Dated: _____

Jill Domingo, Clerk, City of Albion

Subscribed and sworn to before me on
this _____ day of _____, 2016.

_____, Notary Public
County of _____, Michigan
My Commission expires: _____

Dated: 02-10-2016



Michael Tymkew, Albion DDA

Subscribed and sworn to before me on
this 10th day of February, 2016.


_____, Notary Public

County of Calhoun, Michigan

My Commission expires: 06-24-17

Memorandum of Understanding

Michigan Heritage Restoration Program (MHRP) Grant

AMENDMENT #1

February 16, 2016

Approval (City) _____ Date _____

Approval (Ismon House) _____ Date _____

Agreement Scope

The Friends of the Ismon House and the City of Albion voluntarily agree to enter into a cooperative agreement as described in the balance of this Memorandum of Understanding (MOU) with regard to the 2014 Michigan Heritage Restoration Program (MHRP) for the rehabilitation of the Ismon House. This MOU is intended by the parties to assist them in the coordination of mutually beneficial activities and to serve as a written record of the intentions and responsibilities of each party at the time of signing the MOU, stated in good faith and with as much accuracy as possible. It is not intended that this document should confer contractual rights on any party or serve as the basis for any legal claim.

The City of Albion will act as fiduciary for the Grant and will designate The Friends of the Ismon House as the administrative agent for the Grant. As the administrator, the Friends of the Ismon House will be authorized and directed to file an application with the City of Albion for the Grant, with additional responsibilities assumed by each of the parties, including the City of Albion which owns the Ismon House, noted in this MOU.

The Michigan State Housing Development Authority (MSHDA), through its State Historic Preservation Office (SHPO) will provide a 2014 MHRP Grant award for the Ismon House of one hundred twenty-seven thousand seven hundred two dollars (\$127,702). The grant requires a 40% matching share which will be provided by the Ismon House Board. The matching share amounts to eighty five thousand one hundred thirty five dollars (\$85,135). The TOTAL PROJECT COST from the grant award and the matching share totals two hundred twelve thousand eight hundred thirty seven dollars (\$212,837).

All grant administration requirements as outlined in the grant manual must be followed by the designated parties.

Agreement Period

This amends the original MOU that was effective March 27, 2015, until September 30, 2016, by and between The Friends of the Ismon House, having its principle place of business at 300 S. Clinton Street, Albion, Michigan, and the City of Albion, having its principle place of business at 112 Cass Street, Albion, Michigan.

This MOU may be modified or amended in writing upon agreement of both parties to this MOU.

Agreement Components

As a partner of the Ismon House project

The Friends of the Ismon House will:

1. Consult with the City of Albion on an ongoing basis to facilitate the administration of the grant agreement.
2. Participate in initial site visit with MSHDA/SHPO staff and the City of Albion.

3. Prepare and submit quarterly progress reports to MSHDA/SHOP describing the project, work completed and accounting for any deviation from the approved performance schedule and budget.
4. Execute the construction bidding process including, but not limited to: writing RFPs, organizing public bid openings, and creating a selection committee comprised of representatives from the City of Albion to evaluate bids and select a contractor.
5. Submit documentation of bidding process and consultant contracts, and recommend contractor selection to MSHDA/SHPO.
6. Execute contract agreement between The Friends of the Ismon House and the selected contractors for the performance of work necessary to complete the Grant Project. Submit copy of contractor agreement to MSHDA/SHPO.
7. Ensure that the project sign required by the MHRP Grant is erected prior to the commencement of construction work.
8. Set up regular meetings to ensure that the work is proceeding according to the project to the City of Albion.
9. Provide weekly site observation.
10. Provide approval of pay requests.
11. Approve all invoices and project expenses for payment by the City of Albion and provide copies to the Downtown Development Authority.
12. Keep the City of Albion informed of the progress of the Grant Project. Notify or seek approval from MSHDA/SHPO of any proposed changes in the scope of work or budget prior to implementing the change.
13. Prepare and submit quarterly progress reports to MSHDA/SHPO describing the project work completed and accounting for any deviation from the approved performance schedule and budget.
14. Prepare and submit final reimbursement request to MSHDA/SHPO.
15. Prepare and submit final completion report to MSHDA/SHPO.
16. Indemnification of the City of Albion by requiring all contractors' consultants to indemnify the City of Albion as well as list the City of Albion as additional insured.

The City of Albion will:

1. File a joint grant application with The Friends of the Ismon House and submit to MSHDA/SHPO for the Grant Project.
2. Provide financial information with support documentation to verify project financing.
3. Supply ownership documentation to The Friends of the Ismon House as outlined in the MRHP grant manual.
4. Provide contact person(s) for the Grant Project who will attend regularly scheduled meetings and provide site observation.
5. Participate in initial site visit with MSHDA/SHPO staff and The Friends of the Ismon House.
6. Provide access, as required to complete the Grant Project, to the buildings and surrounding grounds.
7. Approve all final plans prior to construction.
8. Provide assistance with issuing of RFPs, advertising for the bids, and participating in a selection committee to evaluate bids and select a contractor.
9. Pay all invoices and project expenses as approved by the Friends of the Ismon House.
10. Indemnification of the City of Albion by requiring all contractors' consultants to indemnify the City of Albion as well as list the City of Albion as an additional insured.

Resolution #2016-15

To Approve Purchase of Services for Starr Pump #1

Background: The City of Albion's City Code, Section 2-387, stipulates that "In an emergency or when the purchasing agent deems it advisable, any department head, with the approval of the purchasing agent, may purchase directly any supplies, materials or equipment, the immediate procurement of which is necessary to the continuation of the work of his department. Such purchases and the emergency causing them shall be reported in detail to the city council within a week from the time when made, and such reports shall be preserved for a period of two years."

City Council was advised by the City Manager on February 5, 2016, that repairs and cleaning were required for Starr Pump #1. While the pump was extracted, it was determined that the wall casing also required cleaning in order to remove deposits. It was most prudent to have the cleaning conducted while the pump was already extracted. The transactions for the pump repair and well cleaning exceed the \$5,000 purchasing limit of the City Manager and requires City Council approval.

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

RESOLVED, that the purchases of services from Northern Pump & Well for the repair (\$22,939) and Well Cleaning (\$13,236) of Starr Pump #1 are hereby approved.

I hereby certify that the above resolution was adopted on February 16, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk

Manager Mitchell,

February 5, 2016

As we have discussed the Starr #1 pump is currently being serviced, as it has been several years since the prior continuing maintenance has been performed I requested the Northern Pump and Well Company to video record the well to check for obvious deficiencies and any other potential concerns.

Recently, I was provided with a copy of that video which shows the well casing and the rock portion of the well below the casings lowest point.

The well casing itself appears to be in good shape with no apparent issues. However, below the casing level the rock (sandstone) portion of the well shows and extreme amount of iron bacteria build up clinging to the inner walls of the well.

It is my firm belief that this well should be cleaned and that now is the most opportune time to complete this task as the well casing is free of the pump. If we were to wait until the pump is reinstalled then there would be a significant cost to have the pump removed a second time, cleaning completed and the pump reinstalled.

By freeing the well of the substantial iron bacteria deposits we will improve the potential sanitary factor of the water and should reduce water treatment costs as well because there should be less operational time of pumps and motors thus less energy usage.

The cleaning procedure consists of a high chlorine and potassium permanganate chemical application which is applied for a forty eight (48) hour period. After that, there will be a controlled detonation device placed in the well and it will be "blown" which will remove the majority of the iron bacteria from the well. The remainder of the iron will be removed via pump, the well will be video recorded a second time to confirm the effectiveness of the procedure and the pump reinstalled in the casing.

Again, I would like to stress that this is the most opportune time to complete this process as it could be up to five years before the pump is removed again for maintenance and if so, the iron bacteria will only continue to build up within the well.

Respectfully submitted,

Jim Lenardson, Director of Public Services



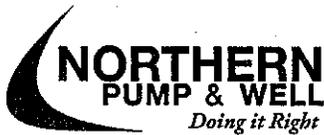
6837 West Grand River Ave
Lansing, Michigan 48906

City of Albion
Attn: Jim Lenardson
Dept. of Public Utilities
112 W. Cass Street
Albion MI 49224

Proposal

Date	Proposal #
1/28/2016	16-Q849

Description	Qty	Rate	Total
Proposal for Explosive Well Cleaning for well Starr 1			
Photo Log after cleaning	1	850.00	850.00
Labor, Mobilization, Demobilization, Scrape casing, and Inject chemicals in well.	10	170.00	1,700.00
Cleaning with Explosive	1	10,686.00	10,686.00
Prima Cord 400 grain (500 Feet) Sodium Hypochlorite (10 Gallon) Potassium Permanganate (5 Pounds) Nu-Well 410 Enhancer (1 Gallon) Mob and Demob (Mixer must let set for 48 Hours) Set Explosive to well bottom and Ten feet from bottom of Camera verified casing Let set for 24 hours after use of Explosives Setting air lift to remove debris from well by means of 6 inch pipe and a 2 inch outer air pipe, Explosive License provided to the Customer Our company is licensed through the Bureau of Alcohol, Tobacco, Firearms and Explosives, to use explosives on well cleanings. We have done three wells in the past year. Note: Should conditions change and additional work be required, beyond the original scope of this project, our standard hourly rates will apply. If this occurs, Northern Pump & Well shall consult with you prior to the additional work being performed. Signature: _____ Date: _____ Purchase Order No. (if required): _____ * If this proposal meets your approval, please sign / date and return to fax number...1-517-322-0135			0.00
If you have any questions please feel free to call: 877-477-1757 or 517-242-8949		Total	\$13,236.00



6837 West Grand River Ave
Lansing, Michigan 48906

City of Albion
Attn: Jim Lenardson
Dept. of Public Utilities
112 W. Cass Street
Albion MI 49224

Proposal

Date	Proposal #
1/28/2016	15-Q669

Description	Qty	Rate	Total
Thank you for the opportunity to present you with this proposal for the repair of your pump #1			
Pump New 1 Stage 1500 GPM at 91 TDH	1	5,868.00	5,868.00
Motor repair, Clean, Check and bearings, Top and Bottom	1	1,300.00	1,300.00
Motor Shaft SST 1 1/4	1	213.00	213.00
Sandblast, Clean and paint head	1	300.00	300.00
8 inch x 5 foot Top Column	1	217.50	217.50
8" x 9'11-1/4" Inter Column	7	438.00	3,066.00
8" x 4'11-1/4" Bottom Column	1	217.50	217.50
1-1/4 inch x 5 foot SST Shaft w/coupling Head Shaft	1	244.50	244.50
1-1/4 inch x 10 feet SST Shaft w/coupling	7	324.00	2,268.00
1-1/4 inch x 5 feet SST Shaft w/coupling Bottom Shaft	1	244.50	244.50
Shaft Sleeves	8	43.50	348.00
8" x 2 DropIn BRZ Spiders	8	144.00	1,152.00
Bolts, Gasket, Tape, Paint, Pressure Gauge	1	150.00	150.00
Video Log	1	850.00	850.00
Labor, Mobilization, Demobilization, Pull Pump, Set Pump, Chlorinate Pump	30	170.00	5,100.00
Disassemble, Clean and inspect, provide a report of condition, repair or replace parts, reassemble, paint	20	70.00	1,400.00
<p>NOTE: Should conditions change and/or any additional work be required, beyond the original scope of this project, our standard hourly rates will apply. Northern Pump & Well will consult with you prior to the additional work being performed.</p> <p>Signature: _____ Date: _____</p> <p>Purchase Order No. (if required): _____ * If this proposal meets your approval, please sign / date and return to fax number...1-517-322-0135</p>			
<p>If you have any questions please feel free to call: 877-477-1757 or 517-242-8949</p>		Total	\$22,939.00

Resolution #2016-16

**To Approve Match for Calhoun County Land Bank Authority
Michigan Blight Elimination Program**

Background: The City of Albion has partnered with the Calhoun County Treasurer and Calhoun County Land Bank Authority for over five years to coordinate revitalizing neighborhoods and strengthening our community through blight removal and demolitions.

The Calhoun County Land Bank Authority has advised that the 2015/2016 demolition project is running over budget. In order to avoid eliminating a site, the City has been requested to increase their match of \$12,500 by an additional \$3,788.

The Calhoun County Land Bank Authority has also submitted a 2016 Michigan Blight Elimination Program Grant to the Michigan Land Bank seeking \$250,000 for the demolition of approximately 17 properties. The grant application deadline was February 8, 2016. If approved, the City of Albion's local match is \$12,500 to assist in the blight removal project.

Finding: The removal of blighted properties is critical to the health, safety and well-being of our community. The collaboration with the Calhoun County Treasurer and Calhoun County Land Bank Authority is a cost effective way to remove dangerous and blighted structures.

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

RESOLVED, that the Albion City Council approves the appropriation of an additional \$3,788 as the local match for the current blight elimination program from the Solid Waste Fund, and allocates \$12,500 as a local grant match for the 2016 Michigan Blight Elimination Program Grant.

I hereby certify that the above resolution was adopted on February 16, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk

Project Expenses

Priority	Parcel Number	Address	Street	Asbestos Assessment	Asbestos Abatement	Demolition	Total Hard Costs	Admin Costs (5%)	Total Hard & Soft Costs
1	51-012-388-00	822	Erie St W	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
2	51-005-706-00	322	Austin Ave	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
3	51-001-248-00 & 249-00	508 - 510	Superior St S	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
4	51-006-529-00	105	Oak St W	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
5	51-000-833-00	223	Cass St W	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
6	51-001-314-00	104	Walnut St W	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
7	51-013-046-00	206	Pearl St S	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
8 Bump	51-013-070-00	500	Erie St W	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
9 Bump	51-013-023-00	314	Erie St W	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
10	51-000-181-00	104	Chestnut St E	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
11	51-000-325-00	112	Mulberry St E	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
12	51-000-209-00	207	Mulberry St E	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
13	51-000-208-00	211	Mulberry St E	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
14	51-009-638-00	712	Ionia St N	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
15	51-001-803-00	401	Chestnut St W	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
16	51-001-796-00	617	Chestnut St W	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
17	51-001-853-00	405	Eaton St N	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
18 Bump	51-001-756-00	620	Ann St N	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
19	51-006-428-00	813	Carson St	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
20	51-010-576-00	1017	Jefferson St	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
21	51-010-581-00	1009	Jefferson St	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
22	51-010-533-00	1013	Albion St N	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
23	51-010-532-00	1015	Albion St N	703.00	3,123.00	7,718.00	11,544.00	577.20	12,121.20
				16,169.00	71,829.00	177,514.00	265,512.00	13,275.60	278,787.60

Total Project Costs	278,787.60
Grant Funding	250,000.00
Local Match - Albion	12500
Local Match - CCLBA	12500
Need	3,787.60



City of Albion

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

February 3, 2016

Michigan Land Bank
Attn: Grant Committee
735 E Michigan Ave
Lansing MI 48909

RE: Letter of Secured Funding for proposed demolitions included in the grant application for the 2016 Michigan Blight Elimination Program grant

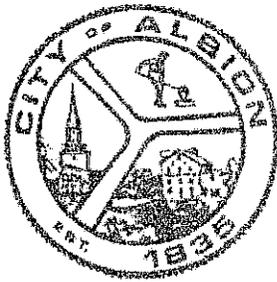
Dear Grant Review Committee:

The City of Albion is excited to partner with the Calhoun County Land Bank Authority, in application for the *2016 Michigan Blight Elimination Program Grant*. The City of Albion has secured \$16,288.00 as a local match to assist with blight removal in our City.

The Land Bank has a long history of removing blight throughout the County and is just completing the successful implementation of *Housing Resource Fund (HRF) – Blight Elimination Grant* in the City of Albion. This important work is supportive of this grant application, and the collaboration it demonstrates in our community as we work together to remove dangerous, blighted structures. It is critical that these efforts be continued in order for the potential impact to be realized in Albion. We look forward to working with the Michigan Land Bank on this project.

Sincerely,

Sheryl Mitchell
City Manager



City of Albion

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

February 3, 2016

Michigan Land Bank
PO Box 30766
Lansing, MI 48909

RE: Letter of support for the Calhoun County Land Bank Authority's application for the 2016 Michigan Blight Elimination Program

Dear Grant Review Committee,

The City of Albion is in full support and is a key partner with the Calhoun County Land Bank in the submission of the 2016 application for the Michigan Blight Elimination Program. The loss of our area's key manufacturer's has had a devastating impact on our housing market. Albion is a small community and with the associated loss of jobs, we are experiencing an exceptional level of poverty. According to a 2014 study by United Way, 63% of Albion households are struggling to afford their basic needs. This has obviously resulted in a large number of houses falling into a state of disrepair and eventually falling into public hands, particularly the Land Bank.

Many of these properties are beyond repair. This is having a detrimental impact on the neighborhoods, destabilizes property values, and discourages future development and neighborhood improvements. We recently held a series of town hall meetings throughout the City of Albion, and many residents voiced grave concerns about their sense of safety because of the empty and abandoned houses that surrounded their homes.

Our Public Safety experiences an increased number of calls in and around abandoned properties ranging from drug activity to break-ins. These properties become havens for squatters and illegal activity. Many of the derelict properties have a demoralizing impact on our citizens.

The targeted sites are along our main corridors into town. This is the route traveled by individuals visiting Albion College, the newly renovated Bohm Theatre, and our nearby parks and trails system. The Albion Community School abuts the Eaton Street Corridor and the elimination of these structures will promote a safe pathway to school for elementary students. Oaklawn Hospital is completing a new dialysis center that is within close proximity of many of these structures. Addressing the blight issues in this corridor will not only improve the esthetics of the main entry into town, but will also greatly enhance safety for students, visitors, and residents.

The cost of monitoring, securing, and maintaining these properties has a huge impact on already diminished budgets. Albion is one of the very few cities in Calhoun County that has not yet seen a

"Our Main Street is Superior"

reversal in the decline in residential property values. From 2013 to 2014, residential property values declined 8%, from 2014 to 2015 there was a decline of 7.5%, and from 2015 to 2016 we are projecting a continued decline of 4%. This has a correlating debilitating effect on the city's revenues and hinders our ability to address these structures without assistance. The elimination of blight conditions is critical to stabilizing our local property values.

The City of Albion is working diligently to attempt to attract new businesses and residents. There are two new business developments already proposed within our downtown corridor – a new hotel and multi-purpose office building that will house departments from Albion College and community services, such as Workforce Development. There is new interest in rehabilitating properties in a corridor that connects the downtown area to the Albion College campus.

However, one of the challenges in attracting new economic development projects is that many of our neighborhoods and business core are tarnished by the significant scattering of abandoned buildings. Working with the Calhoun County Land Bank, we have identified strategic areas and corridors in which to focus blight elimination efforts that will have the most positive impact for current and future development project areas. We are working diligently to expand public-private partnerships to encourage investments in the downtown and main corridors, as well as the neighborhoods immediately adjacent. The Blight Elimination Project will have a positive impact by eliminating these blight clusters in otherwise stable neighborhoods.

We have also partnered with the Calhoun County Land Bank in the Target Market Analysis Study to identify the optimum market position for new urban housing units in Albion. The study identified that in 2015, almost 20% of Albion's housing units are estimated to be vacant and that 54% were built prior to 1950. The potential for new and rehabilitated housing is tremendous, however, private or public investment will realistically only occur in areas that are free of blight and are prime for redevelopment. This requires concerted efforts to remove those structures that are beyond repair.

In addition to working closely with the Calhoun County Land Bank, the City of Albion is partnering with the Albion Economic Development Corporation and Albion College to engage in the State of Michigan's Redevelopment Ready Communities process, so that we can strategically plan for future commercial and residential redevelopment.

The City of Albion is most fortunate to have a close and positive working relationship with the Calhoun County administration, County Treasurer, and the Calhoun County Land Bank. Because of this high level of collaboration, we have been able to utilize Community Development Block Grant funding to demolish 32 resident structures in key areas. Despite this exceptional effort, this only made a small dent in Albion's blight problem caused by our large inventory of vacant properties within the City.

The partnership with the Calhoun Treasurer and Land Bank to address vacant properties is part of a relationship that extends over the past five years. We have demonstrated our ability to collaborate and leverage resources to accomplish our shared goals of eliminating blight conditions and, when possible, returning Albion's vacant, abandoned, and foreclosed properties to productive use. The City of Albion is contributing \$12,500, as part of the local match.

The City of Albion has been one of the hardest hit communities in Michigan. But, we also have the greatest potential! We have been recognized as the hub of four major trail networks in Michigan -

Calhoun County Trail, Great Lake to Lake Trail, Michigan's Iron Belle Trail, and the North Country National Scenic Trail. This is the focal point of our new placemaking initiative to encourage tourism and development. By working closing with Albion College, we were recently awarded a \$285,000 Michigan Department of Natural Resources Trust Fund grant to connect and expand these trailways.

The City of Albion encourages your positive consideration of the application for the maximum level of funding available through the Blight Elimination Program. The measurable results will include improving public safety, stabilizing residential property values, enhancing economic development opportunities, and encouraging future public and private investments in Albion. This funding will further support our ongoing efforts to make the City of Albion a healthy and vibrant "turn-around" city in Michigan.

Should you require any additional information, please feel free to contact me directly. Thank you for your kind consideration of this application.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sheryl L. Mitchell".

Sheryl L. Mitchell
City Manager

**TENTATIVE AGREEMENT
BETWEEN
CITY OF ALBION, MICHIGAN
AND
THE POLICE OFFICERS LABOR COUNCIL (POLC)
SUPERVISORY UNIT
February 4, 2016**

It is hereby agreed by and between the City of Albion and the Police Officers Labor Council (POLC) that these have been tentatively agreed upon:

1. All provisions of the CBA effective through December 31, 2015, shall continue except as modified by this proposal and/or any other agreement to changes, or as required by law.
2. ARTICLE 11. WAGES. Section 1. Wages.
2016: 2.0% Effective Jan. 3, 2016
2017 2.0% Effective Jan. 1, 2017

3. ARTICLE 13. LEAVE TIME. Section 8. Sick Time with Pay.

INSERT:

Sick Time Incentives

If an employee uses forty-eight (48) hours or less per calendar year (26 pay periods) of sick time, then the employee, at his/her discretion, shall be paid for the remaining hours of sick time earned in the calendar year at his /her regular rate of pay (**up to a maximum of 48 hours**).

4. ARTICLE 16. DURATION OF CONTRACT

21 month, ending Sept. 30, 2017
Health Care/Medical Reopener – June 2017

5. APPENDIX B
 - a. PROMOTION TO LIEUTENANT

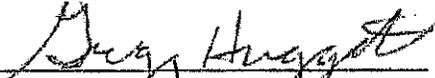
Insert: The following procedure will be used by the City to establish a Promotional Eligibility List. The list will last for a period of two (2) years, or until only two (2) qualified candidates are left on the list, whichever comes first. When the list expires, or the two (2) year period elapses, the process then begin again.

1. All candidates are eligible to participate in an oral interview. The interview panel will consist of three area Public Safety officials, one citizen appointed by the Chief and the Chief or his designee. Upon completion of interviews, the panel will rank all candidates.
2. The Chief may select the most appropriate qualified candidate from those that apply for the position, subject to final approval of City Manager.

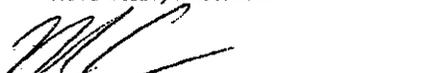
b. PROMOTION TO DETECTIVE SERGEANT

1. When the need to fill the position of Detective Sergeant is known, all eligible candidates shall be advised. All interested candidates shall receive an oral interview conducted by the Chief or his designee.

POLICE OFFICERS LABOR COUNCIL (POLC)

By 
Greg Huggatt, Business Rep.

By 
Kurt Etter, Steward

By 
Mike Kolassa, Steward

CITY OF ALBION, MICHIGAN

By _____
Joseph V. Domingo, Mayor

By _____
Sheryl L. Mitchell, City Manager

By _____
Jill Domingo, City Clerk

CONTRACT FOR RECREATION SERVICES

SECTION ONE. PURPOSE

The City of Albion Recreation Department currently provides recreational activities to the citizens of Albion, including youths. Both the City of Albion and the Albion Community School recognize the importance of providing recreational and physical education activities to the youth and students of Albion to continue to foster their healthy physical development as well as to provide safe community activities for children to participate in. As such, a collaboration to further that objective is in the best interests of both parties herein.

SECTION TWO. PARTIES

City of Albion ("the City") and Albion Community School ("ACS") are parties to this agreement.

SECTION THREE. TERMS

The City, through its Recreation Department, will provide physical education and recreational programming for the ACS as follows:

1. Weekly physical education activities to students attending ACS, grades K-5, on Fridays only, between February 19, 2016 and June 3, 2016;
2. Up to one (1) hour of recreational activities for students arriving at ACS, grades 6-8, after school, between February 1, 2016 and June 3, 2016;

ACS, in exchange for the recreation services outlined above, and in lieu of rent, shall provide the City recreation staff with two (2) offices within ACS, for the sole and exclusive use of the City Recreation Department, for the duration of this agreement;

ACS shall provide internet and/or wifi access to the City in each of the offices provided by ACS, for the duration of this agreement.

SECTION FOUR. EFFECTIVE DATE

This agreement shall take effect upon the date of signature of both parties retroactively to February 16, 2016, and continue through June 30, 2016.

SECTION FIVE. SEVERABILITY

If any part of this agreement is determined to be invalid, the rest of the agreement remains in full effect.

SECTION SIX. NO ORAL MODIFICATION

This agreement may not be modified orally. This agreement may only be modified through a written agreement signed by both parties.

SECTION SEVEN. CONTRACT VENUE AND INTERPRETATION

This contract shall be interpreted under the laws of the State of Michigan. Any and all disputes, disagreements, legal actions, litigation and questions of conflict shall be brought in the courts for the County of Calhoun, State of Michigan.

The terms of this contract are to be read in conjunction with the requirements of The Revised School Code, PA 145 of 1967, MCL 380.1531, et seq., where applicable.

SECTION EIGHT. TERMINATION

City may terminate this Contract at any time should ACS fail to meet the contract service requirements in any form, by providing written notification of termination to ACS. Should the City desire to terminate this contract for any other reason, City may do so upon thirty (30) days written notice to ACS.

SECTION NINE. NON-DISCRIMINATION

ACS shall not discriminate against any persons within the City of Albion regarding employment, housing, public accommodations, and public services on the basis of age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight, pursuant to City Ordinance.

SECTION TEN. INSURANCE

ACS shall list the City of Albion as an additional insured on its general liability insurance policy for the duration of this agreement.

City of Albion

Albion Community School

Joseph Domingo, Mayor

Joni Parks
Joni Parks, Assistant Superintendent

Date

3/10/16
Date

Jill Domingo, City Clerk

Date

Resolution #2016-17

To Approve Purchase of Salt Spreader for DPW

Background: The City of Albion's Department of Public Works has requested to purchase a replacement for the truck mounted salt spreader. The spreader is approximately 19 years old and replacement/repair parts are obsolete and can no longer be obtained.

DPW has solicited several quotes and is recommending the acquisition from Automotive Service Company of Jackson, Michigan for a stainless steel hopper unit which is 9 ft. in length with a 4.0 cubic yard capacity. This unit with all the mechanical support items included is priced at \$8,284.09. The 9 ft. replacement hopper unit is recommended, as it would best fit the current truck.

Albion City Code, Section 2-384, provides that purchases exceeding \$5,000 require City Council approval.

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

RESOLVED, that the Albion City Council approves the purchase of the truck mounted salt spreader for DPW from Automotive Service Company of Jackson, in the amount of \$8,284.09 .

I hereby certify that the above resolution was adopted on February 16, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk

Sheryl Mitchell

From: Jim Lenardson
Sent: Monday, February 08, 2016 7:38 AM
To: Sheryl Mitchell
Subject: Street Unit Salt Spreader

Sheryl,

I have been informed by Harry Logon that one of our two truck mounted salt spreader's has been taken out of service.

The spreader is approximately 19 years old and replacement/repair parts are obsolete and can no longer be obtained.

Harry has provided me with a couple of options for replacement. Quotes have been secured from Automotive Service Company of Jackson, MI and are as follows:

- 1.) A stainless steel hopper unit which is 9 ft. in length with a 4.0 cubic yard capacity, this unit with all the mechanical support items included is priced at \$8,284.09.
- 2.) A stainless steel hopper unit that is 10 ft. in length with a 4.5 cubic yard capacity, again with all mechanical components included priced at \$8,188.09.

Additional quotes have been acquired from Bonnell Industries, Inc. of Dixon, IL listed below:

- 1.) A carbon steel hopper unit, 9 ft. in length with a 4.0 cubic yard capacity and all supporting mechanical components at a price of \$10,866.00.
- 2.) A stainless steel hopper unit with the same dimensions and mechanical components for \$15,303.00.

In researching this with Harry he has suggested that we look at the 9 ft. replacement hopper unit as it would fit the current truck better and would lessen the weight placed upon our aging fleet.

I would also recommend replacing the 19 year old unit with the Automotive Service Company's #1 option listed above.

If you have further questions please let me know.

Respectfully Submitted,

Jim Lenardson
Director of Public Services
City of Albion
517-629-7200

Automotive Service Company

603 E. Washington Ave.
 P.O. Box 129
 Jackson, MI 49204-0129

Phone: 517-784-6131
 Fax: 517-784-0601

www.automotiveserviceco.com
 asco@automotiveserviceco.com

QUOTATION

Quote Number 1440

Quote Date: Jan 26, 2016
 Page: 1

Quoted To:

CITY OF ALBION
 112 W. CASS ST.
 P.O. BOX 90
 ALBION, MI 49224-0090

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF ALBION	2/25/16	Net 30 Days	

Quantity	Description	Unit Price	Amount
1.00	THANK YOU: MIKE CALDWELL 1400550SSH 9.0' 4.0 CUBIC YARD SST HOPPER SPREADER HYDRAULIC DRIVE 304 STAINLESS STEEL HOPPER, 2 INDEPENDENT HYDRAULIC MOTORS FOUR (4) HINGED TOP SCREENS, 1/4" INCH BAR, INVERTED "V" INSTALLED SPINNER CHUTE HAS TWO (2) ADJUSTABLE BAFFLES SPREADS MATERIAL: BULK SALT, BULK SAND AND SAND MIX 45.5" SIDES, 70" WIDTH, 108" HOPPER LENGTH FEED MECHANISM 14-1/2 WIDE CONVEYOR CHAIN WITH 1/4" CROSSBARS 130.0" OVERALL LENGTH, 4.0 CUBIC YARD CAPACITY OPTIONS:	6,784.00	6,784.00
1.00	1496505 TIE DOWN STRAP SET	59.00	59.00
1.00	3008560 TAIL GATE LATCH KIT	110.00	110.00
1.00	8891145 SST LIGHT BAR WITH LED LIGHTS	331.09	331.09
1.00	LABOR TO INSTALL LIGHT BAR ON SPREADER	200.00	200.00
1.00	FREIGHT CHARGES TO JACKSON MICHIGAN	160.00	160.00
	NOTE: ALL PRICING DOES NOT INCLUDE INSTALLATION ON TRUCK CHASSIS		
8.00	LABOR TO INSTALL SALT SPREADER	80.00	640.00
Subtotal			8,284.09
Sales Tax			
TOTAL			8,284.09



All orders will require a deposit or company purchase order before equipment will be ordered.

Automotive Service Company

603 E. Washington Ave.
P.O. Box 129
Jackson, MI 49204-0129

Phone: 517-784-6131
Fax: 517-784-0601

www.automotiveserviceco.com
asco@automotiveserviceco.com

QUOTATION

Quote Number 1440

Quote Date: Jan 26, 2016
Page: 1

Quoted To:
CITY OF ALBION 112 W. CASS ST. P.O. BOX 90, ALBION, MI 49224-0090

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF ALBION	2/25/16	Net 30 Days	

Quantity	Description	Unit Price	Amount
1.00	THANK YOU: MIKE CALDWELL 1400550SSH 10' 4.5 CUBIC YARD SST HOPPER SPREADER HYDRAULIC DRIVE 304 STAINLESS STEEL HOPPER, 2 INDEPENDENT HYDRAULIC MOTORS FOUR (4) HINGED TOP SCREENS, "1/4" INCH BAR, INVERTED "V" INSTALLED SPINNER CHUTE HAS TWO (2) ADJUSTABLE BAFFLES SPREADS MATERIAL: BULK SALT, BULK SAND AND SAND MIX 45.5" SIDES, 70" WIDTH, 120" HOPPER LENGTH FEED MECHANISM 14-1/2 WIDE CONVEYOR CHAIN WITH 1/4" CROSSBARS 10.0' LENGTH, 5 CUBIC YARD CAPACITY OPTIONS:	6,848.00	6,848.00
1.00	1496505 TIE DOWN STRAP SET	59.00	59.00
1.00	3008560 TAIL GATE LATCH KIT	110.00	110.00
1.00	8891145 SST LIGHT BAR WITH LED LIGHTS	331.09	331.09
1.00	LABOR TO INSTALL LIGHT BAR ON SPREADER	200.00	200.00
1.00	FREIGHT CHARGES TO JACKSON MICHIGAN	160.00	160.00
	NOTE: ALL PRICING DOES NOT INCLUDE INSTALLATION ON TRUCK CHASSIS		
6.00	LABOR TO INSTALL SALT SPREADER	80.00	480.00
		Subtotal	8,188.09
		Sales Tax	
		TOTAL	8,188.09



All orders will require a deposit or company purchase order before equipment will be ordered.



1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

Quote

Order Number: 0106751
 Order Date: 1/28/2016

Bill To: 6293610
 CITY OF ALBION MI
 112 W. CASS STREET
 ATTN RICHARD
 ALBION, MI 49224

Ship To:
 CITY OF ALBION MI
 112 W. CASS STREET
 ATTN RICHARD
 ALBION, MI 49224

Phone: (517) 629-3610 Fax: (517) 629-9530

Phone:
 Fax:

Confirm To: RICHARD

Comment: CHECK DELIVER--NOW IS 90 DAYS

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
BUDGET QUOTE	PRE-PAY/ADD	DIXON, IL	Net 15 Days	2/28/2016

Ordered	Unit	Item Number	Price	Amount
1.0000	EACH	BV SPREADER PER BELOW OPTIONS BV-956-CS 9' LONG X 56" HIGH X 82" WIDE MATERIAL TYPE- CARBON STEEL CONSTRUCTION 50:1, 1.5" DRIVE AND IDLER HYDRUALIC DRIVE 8 TOOTH SPROCKETS 10 GA SIDES 7 GA FLOOR & SILLS	8,423.00	8,423.00
1.0000	EACH	*20" POLY SPINNER IN LIEU OF 18" STEEL	217.00	217.00
1.0000	EACH	*DUMP BODY MOUNTING KIT 4 NYLON STRAPS W/ SS BRACKETS	446.00	446.00
1.0000	EACH	*GREASE EXTENSIONS TO REAR OF SPREADER	301.00	301.00
1.0000	EACH	*TAILGATE LATCH KIT CARBON TAILGATE LATCH KIT	218.00	218.00
1.0000	EACH	*INVERTED V INSTALLED	366.00	366.00
	EACH	-	0.00	0.00
		THE ABOVE BUILT FROM 12 GA.201 STAINLESS---ADD--\$4437.00 TO THE ABOVE PRICE		
1.0000	EACH	*EST FREIGHT EST. FREIGHT TO ZIP CODE 49224	895.00	895.00



1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

Quote

Order Number: 0106751
 Order Date: 1/28/2016

Bill To: 6293610
 CITY OF ALBION MI
 112 W. CASS STREET
 ATTN RICHARD
 ALBION, MI 49224

Ship To:
 CITY OF ALBION MI
 112 W. CASS STREET
 ATTN RICHARD
 ALBION, MI 49224

Phone: (517) 629-3610

Fax: (517) 629-9530

Phone:

Fax:

Confirm To: RICHARD

Comment: CHECK DELIVER--NOW IS 90 DAYS

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
BUDGET QUOTE	PRE-PAY/ADD	DIXON, IL	Net 15 Days	2/28/2016

Ordered	Unit	Item Number	Price	Amount
---------	------	-------------	-------	--------

15% RESTOCKING FEE ON RETURNED ITEMS
 NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS

SUBMITTED BY: _____

0001 Bonnell Industries

DF

Net Order:	10,866.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	10,866.00

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.
 NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.
 NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE
 NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.
 ACCEPTED BY: _____
 **BILL TO: _____
 PO Number: _____
 DATE ACCEPTED: _____
 CHASSIS ARRIVAL DATE: _____

VIN# _____
 MAKE: _____
 MODEL: _____
 W.B. _____ C.A.: _____
 TRANS MODEL: _____
 ENGINE: _____
 PAINT CODE: _____
 **CHANGES MAY CAUSE DELAYS AND FEES.

Sec. 2-388. - Sale of obsolete property.

(a) The sale of unusable or obsolete personal property from any using agency of the value of \$2,500.00 or more or other limit as established by resolution of the council shall be accomplished as follows:

(1) The sale of obsolete or unusable personal property of a value of more than \$2,500.00 shall be by public auction, either at an established state sale of unusable or obsolete personal property or at a public auction held after a five-day publication of the time of sale, the items of personal property to be sold, along with any other terms of sale; and

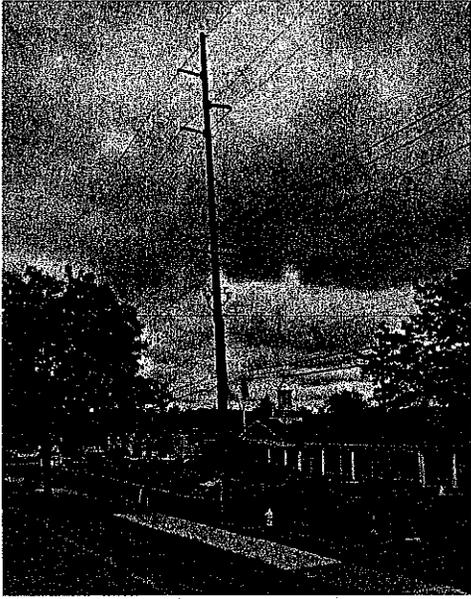
(2) The proceeds of the sale shall be paid to the general fund unless otherwise advertised in the five-day publication.

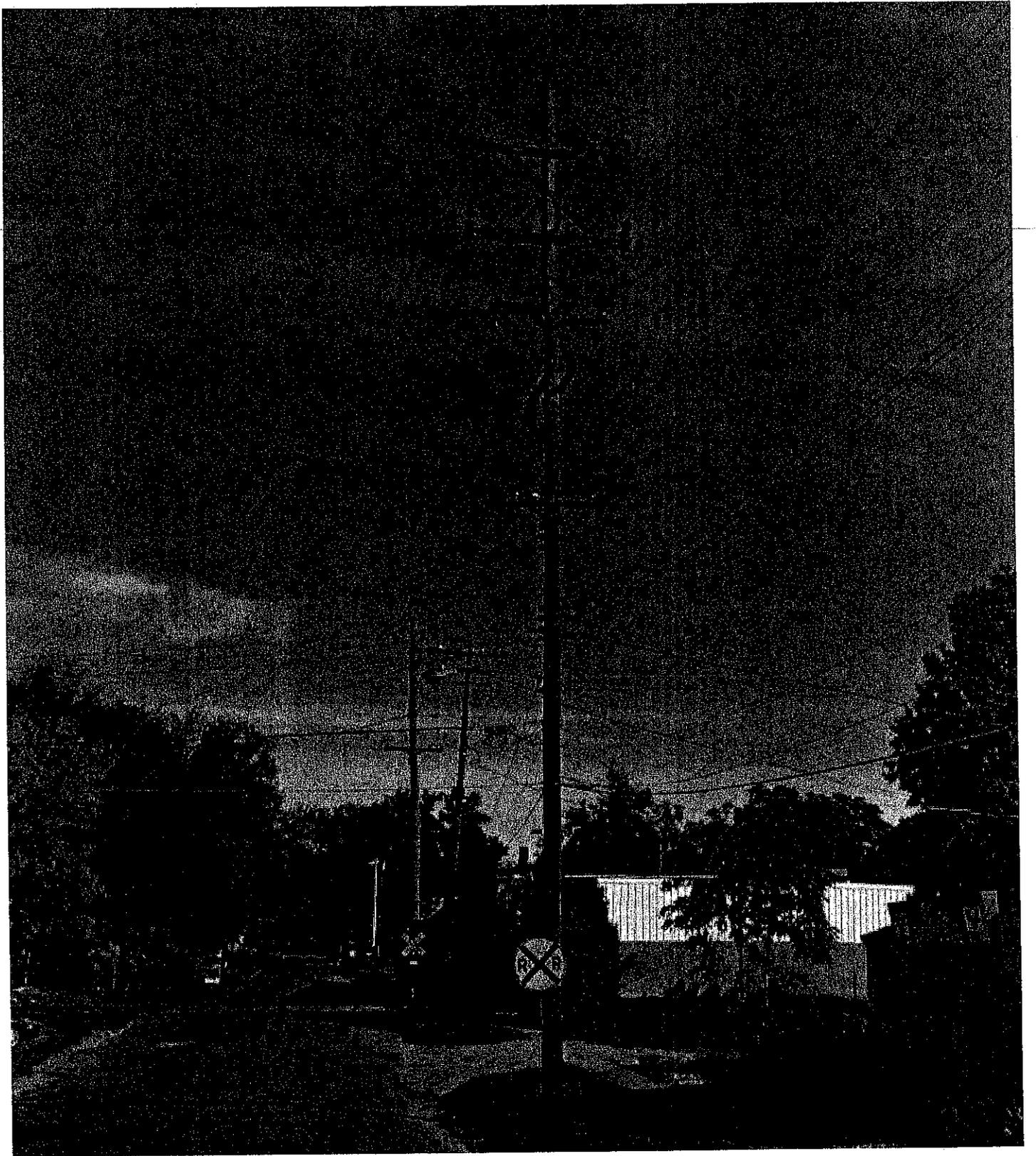
(b) Subsection (a) of this section shall not apply to the sale of unusable or obsolete personal property in the following situations:

(1) Unusable or obsolete personal property under the value of \$2,500.00 or other limit as established by resolution of the council, which may be sold directly by the purchasing agent without public auction.

(2) The sale of personal property used as a trade-in for the purchase of new supplies or materials or equipment.

(Code 1984, § 2-83; Ord. No. 93-2, § 2(2-83), 4-19-93)





Jill Domingo

From: Sheryl Mitchell
Sent: Wednesday, February 10, 2016 11:13 PM
To: Jill Domingo
Subject: FW: Consumers Energy
Attachments: New design - pole located Beckley Rd. Battle Creek.pdf; Existing pole on N Ionia St to be replaced.pdf

Jill – would you please add an item to the agenda-

Approve Request from Consumers Energy to Survey City Owned Property

- Please include emails below and pictures attached.

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)

From: William C. Carlson [<mailto:WILLIAM.CARLSON@cmsenergy.com>]
Sent: Wednesday, February 10, 2016 10:57 AM
To: Sheryl Mitchell <smitchell@cityofalbionmi.gov>
Cc: Jim Lenardson <jlenardson@cityofalbionmi.gov>; Sandee MacGeorge <smacgeorge@cityofalbionmi.gov>
Subject: RE: Consumers Energy

Sheryl,
Would it be possible to get permission to have our surveyors locate the proposed line route on City and ABA properties? It would be non-evasive, with minimal clearing (no tree cutting). I think it would be beneficial for everyone to know where we are going to be for evaluation purposes. Is this something that will need to be approved by a board?

William C. (Bill) Carlson

Consumers Energy

Count on Us

Acquisitions Project Manager
Real Estate Department
616-530-4245 – O
517-262-2414 – C

Sheryl,

Attached are pictures of what is existing and about what the line will look like when we make the upgrades. The original line was built in the early 1950's. The picture of the new design is of a line we put up in Battle Creek about 8-9 years ago.

The existing lines we have running down the tracks are 46,000 volt. The upgrade isn't increasing the voltage, it is replacing the old poles, wire and insulators. The wire is a little larger which will allow us to bring a little more power to Albion without increasing the voltage. Since everything is new, the line should also be more reliable. It will be built to the most recent National Electric Safety Code standards.

The new line is being built for a similar reason. To increase the power capacity and reliability to the area by providing an additional feed to the Albion electrical system. With the upgrades, you should experience less outages and for a shorter duration and should have plenty of capacity for future growth.

I hope this helps better explain the project. Should you have any additional project questions, want any additional pictures or whatever, please let me know. Thanks again for your assistance on our gathering the valuation information and for getting us with the correct person at the Calhoun Land Bank. Hopefully we can get something worked out soon and finalize the route. Thanks and have a wonderful day.

William C. (Bill) Carlson

Consumers Energy

Count on Us

Acquisitions Project Manager

Real Estate Department

616-530-4245 – O

517-262-2414 – C

**INFORMATION
ONLY**

Memorandum

To: Albion City Council
From: Cullen C. Harkness, Albion City Attorney
cc: Sheryl Mitchell, Albion City Manager
Date: January 28, 2016
Re: Annexation of Albion Public Schools and Opinion Provided by Bloom, Sluggett, Morgan, P.C.

Albion City Council-

At the January 18, 2016 council meeting Councilman Barnes asked for my legal opinion regarding the opinion produced by Bloom, Sluggett, Morgan, P.C. (Bloom Firm) on behalf of the Albion Library. As I indicated at the council meeting, I have reviewed their opinion and I concur with their legal assessment. I have set forth specific information below in a more concise form for sake of brevity.

I. Library District Boundaries

- a. As the council is likely already aware, the district library is governed by the District Library Establishment Act, MCL 397.171 et seq. Most applicable in this scenario is MCL 397.173c (Section 3c), which governs annexation. Section 3c, provides, in pertinent part:

If 2 or more participating municipalities establish a district library under this act and 1 or more of those participating municipalities is subsequently...annexed...the...annexation...does not affect the validity of the district library, and all of the following apply:

- a. The district library shall continue to be recognized for all purposes as a lawfully established district library...as provided in the agreement...
- b. If 2 or more participating municipalities remain in the district library, those municipalities shall amend the agreement to reflect the...annexation...
- c. The terms of the district library board members shall continue as provided in the agreement and this act... *Id.*
- b. As the council is also likely aware, pursuant to MCL 397.171 et seq., a district library agreement was formed in 2007, between the City of Albion,

Albion Township and Albion Public Schools. The agreement, in section 1.D. provides a description of the district, in pertinent part, as "...all of that territory which is currently located in the jurisdictional limits of the City of Albion, Albion Township and the Albion Public Schools district..." "Currently located" specifically refers to the time when the agreement was formed in 2007. Given that both the City of Albion and Albion Township are participating municipalities both will remain in the district with unchanged boundaries. Additionally, although the Albion Public School boundaries do define the boundaries of the library district as it relates to Sheridan Township since Sheridan Township is not a participating municipality, given that the library agreement clearly defines the boundaries of the library district as of 2007, the district boundaries would remain unchanged.

- c. Given the foregoing, I come to the same conclusion as the Bloom Firm. Upon annexation, the library district would continue to consist of the City of Albion, Albion Township and a portion of Sheridan Township. As such, the library would be able to continue to levy its authorized millage within the original library district. If necessary, the library may seek the approval of the voters to renew the current millage or seek a new millage from voters within the original district.

II. Appointment of Board Members

- a. As the council is likely aware, the Revised School Code, MCL 380.901 provides specific details on the process and procedure surrounding annexation of one school district by another. Specifically, subsection (3) requires, assuming annexation is successful, that all of the property and money belonging to Albion Public Schools would become property of Marshall Public Schools. Likewise, the indebtedness of Albion Public Schools would also transfer. Upon completion of the transfer, the offices of the officers of Albion Public Schools are terminated. (The bonded indebtedness would not be absorbed, however, and would remain a liability to the Albion taxpayers).
- b. Given that Albion Public Schools is a participating municipality in the district library agreement, they are required to appoint two members to the library board. MCL 397.178(1) of the District Library Establishment Act requires that the appointees be both a resident of the library district and the municipality making the appointment. Thus, any new board members appointed to the library board by Marshall Public Schools as the successor to Albion Public Schools would need to be residents of the original Albion Public School district (prior to annexation).
- c. Given the foregoing, I again come to the same conclusion as the Bloom firm. Upon the annexation, the district library agreement would need to be amended to reflect the annexation of Albion Public Schools by Marshall Public Schools and to provide for the appointment of two board members from what would have been Albion Public Schools. The

agreement would need to designate Marshall Public Schools as a successor to Albion Public Schools in the agreement, though the appointees will still originate from the original area encompassed by Albion Public Schools.

Should you require any further information in this regard, please do not hesitate to contact me.

****Please note that this legal opinion is intended to be advisory in nature for the Albion City Council only and is not intended as legal advice for any other entity****

Respectfully Submitted,

/s/

Cullen C. Harkness
Albion City Attorney



Festival of the Forks
C/o Greater Albion Chamber of Commerce & Visitors Bureau
310 S. Superior St. P.O. Box 238
Albion, MI 49224
www.festivaloftheforks.org
(517) 629-5533

January 22, 2016

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

Festival of the Forks is celebrating 50 years in downtown Albion this year!

On behalf of the Festival of the Forks committee and the Board of Directors of the Greater Albion Chamber of Commerce, we would like to say "thank you very much" for sponsoring Festival of the Forks last year. Because of your donation, we were able to, again, offer participants a fantastic array of musical acts on Friday and Saturday of Festival of the Forks, a Friday night Cruise-In Car Show, an all-ages Saturday morning 5K Run/Walk, the children's Barnyard Bonanza of fun (including one very vocal donkey), and the teen 3-on-3 Basketball tournament to downtown's Festival of the Forks' festivities.

This year, we want to get started early – entering into contracts for entertainment, securing venues for adults and children's activities, and trying very hard to bring back the carnival. All of this means we need your financial contribution as soon as possible. Planning takes money and we aim to plan BIG for our 50th Anniversary!

For an early financial contribution to the Festival's efforts, your name and/or logo will be prominently displayed on everything related to Festival of the Forks –

- The Almost Famous Tween and Teen Talent Show
- The Famous @ the Forks Adult Talent competitions
- On the Festival's website (www.festivaloftheforks.org)
- In all promotional materials distributed to the public, including TV ads and on signage displayed throughout town during the two days of Festival of the Forks.

If you should have any questions regarding this solicitation, please do not hesitate to contact me at the telephone number listed above or via email at president@greateralbionchamber.org I look forward to hearing from you!

Sincerely,

Amy Robertson, President/CEO
Greater Albion Chamber of Commerce & Visitors Bureau

Selection A Sponsor
Remains from page to page



The 50th Anniversary of Festival of the Forks

Cruise In Car Show
Pet Show
Festival 5K Run/Walk
Parade
Contact Us
En-



www.festivaloftheforks.org

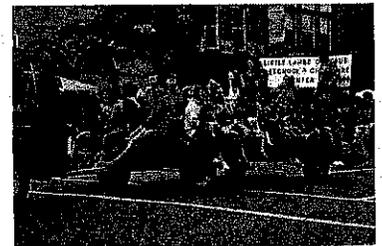
EVENTS SEPTEMBER 16 - 17 2016

Friday Sept. 16, 2016 5 - 9 PM

- Cruise In Car Show (5:00-9:00 PM)
- Friends of Albion's Animals Pet Show (7:00-8:00 PM)
- Genesis Terrell's Gospel Revue (7:30-9:00 PM)
- Food & Vendors

Saturday Sept. 17, 2016 9 AM - 8PM

- 5K Run/Walk & 1K Fun Walk (9:00 AM)
- Morning Parade (10:00 AM)
- Kids Barnyard Bonanza (11:00-4:00 PM)
- Evening Parade (6:00 PM)
- Live Music Schedule
- Food & Vendors



Selection B
Sponsor(s)
Remain from
page to page

Selection C



The Official Festival of the Forks Website

Selection A Sponsor
Remains from page C page

The 50th Anniversary of

Festival of the Forks

HOME
Pet Show
Festival 5K Run/Walk
Parade
Contact Us
Entertainers Submission Page
Vendor Applications



Selection D

Festival of the Forks Cruise In Car Show

The Festival of the Forks Cruise-In Car Show starts on Friday night, September 16th, 2015. It runs from 5:00 - 8:00 P.M. FREE Registration will occur in front of Cascarelli's starting at 5:00 P.M. The first 100 cars to register will receive a Festival of the Forks Cruise In Car Show dash plaque (see last year's sample to right).

More information to come.

For questions, call the Greater Albion Chamber of Commerce & Visitor Bureau at (517) 629-5533



<https://www.festivaloftheforks.org/cruise-in-car-show.html>



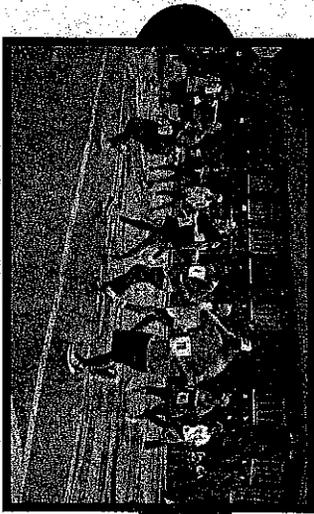
The Official Festival of the Forks Website

Selection A Sponsor
Remains from page C page

The 50th Anniversary of

Festival of the Forks

HOME
Pet Show
Festival 5K Run/Walk
Parade
Contact Us
Entertainers Submission Page
Vendor Applications



Selection G

Festival of the Forks 5K Fun Run/Walk

Help us celebrate the 50th Festival of the Forks by racing your best time while running through Albion or enjoying a nice one-mile walk! Stay for a day of great entertainment, delicious food, and fun vendors!

More information to come.

For questions, call the Greater Albion Chamber of Commerce & Visitor Bureau at (517) 629-5533

Selection G

<https://www.festivaloftheforks.org/festival-5k.html>

Festival of the Forks
C/o Greater Albion Chamber of Commerce & Visitors Bureau
310 S. Superior St. P.O. Box 238
Albion, MI 49224
(517) 629-5533



Yes! I would like to sponsor Festival of the Forks!
(Downtown Albion, Sept. 16 - 17, 2016)

Name as it should appear in print: _____

Contact Person: _____ Email: _____
(In case we have questions)

Address: _____ City: _____ ST: _____ Zip: _____ Tele: _____

Naming Rights & Exclusive Promotional Opportunities:

I would like exclusive sponsorship rights (first come, first served) to the following section of the festivaloftheforks.org website, on promotional materials, and signage:

- Selection A (\$6,000) (see illustration of website pages, attached)
- Selection D (\$3,000) (see illustration of website Cruise In page, attached)
- Selection E (\$3,000) (see illustration of website 5K Run/Walk, page attached)

Please note: Selection "areas" A and B sponsors will show on all pages of the website. Selection C sponsors only show on the homepage. Sponsors of the Cruise In and/or 5K Run/Walk (selections areas D & E) will show on their respective pages, as well as within Selection area B.

Co-Sponsorship Opportunities: While

I would like to be listed within selection B or C, alongside other sponsors.

- Selection B (\$2,000) (see illustration of website pages, attached)
- Selection C (\$500) (see illustration of website home page, attached)
- Selection F (\$250) (see illustration of website Cruise In page, attached)
- Selection G (\$250) (see illustration of website 5K Run/Walk page, attached)

Friends of the Festival of the Forks: for any donation amount up to \$500, your name (as it should appear in print) will be listed on a webpage called "Friends of Festival" (not yet created). The name "Friends of Festival" will also be placed in Selection C area of the home page and link to the Friends' page.

- Friend of the Festival of the Forks..... Amount of donation: \$_____.

Make Checks Payable to: "Festival of the Forks" and return to: GACOC, P.O. Box 238, Albion, MI 49224