



# CITY OF ALBION CITY COUNCIL MEETING AGENDA

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

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

COUNCIL-MANAGER  
GOVERNMENT

Council members and  
other officials normally in  
attendance.

## AGENDA

**COUNCIL MEETING**  
**Monday, October 7, 2019**  
**7:00 P.M.**

**David Atchison**  
Mayor

**Vicky Clark**  
Council Member  
1<sup>st</sup> Precinct

**Lenn Reid**  
Council Member  
2<sup>nd</sup> Precinct

**Sonya Brown**  
Mayor Pro-Tem  
Council Member  
3<sup>rd</sup> Precinct

**Marcola Lawler**  
Council Member  
4<sup>th</sup> Precinct

**Jeanette Spicer**  
Council Member  
5<sup>th</sup> Precinct

**Shane Williamson**  
Council Member  
6<sup>th</sup> Precinct

**Darwin McClary**  
City Manager

**The Harkness Law Firm**  
Atty Cullen Harkness

**Jill Domingo**  
City Clerk

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

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

### **PLEASE TURN OFF CELL PHONES DURING MEETING**

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)
- VI. PRESENTATIONS AND RECOGNITIONS
  - A. Community Policing Update
  - B. Battle Creek Habitat for Humanity-Robert Phillips
  - C. Kids 'N' Stuff Museum
  - D. Proclamation Recognizing October as Breast Cancer Awareness Month
  - E. Proclamation Recognizing Mental Illness Awareness Week
  - F. Proclamation Recognizing National Fire Prevention Week
- VII. PUBLIC HEARING-Proposed Zoning Ordinance Update
  - A. Request Approval Proposed Zoning Ordinance Update
- VIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- VIII. CLOSED SESSION – None
- IX. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
  - A. Approval Regular Session Minutes, September 16, 2019
- XI. ITEMS FOR INDIVIDUAL DISCUSSION
  - A. Request Approval Resolution # 2019-31, A Resolution to Approve Authorized Signatures for the MERS Contracts and Service Credit Purchase Approvals



# 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

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- B. Request Approval Resolution # 2019-32, A Resolution to Approve Amendment to MERS Defined Contribution Plan Adoption Agreement
  - C. Discussion Repair/Replace Drinking Fountain at Holland Park
  - D. Discussion Installation of Holland Park Landscaping Irrigation-Via City Funding
  - E. Discussion Addition of Holland Park Pavilion-Via Grant Funding Received
  - F. Discussion City Ordinance (s) Concerning Litter on City Streets and Parks
  - G. Discussion City Ordinance (s) and Complaints Associated with Dogs/Feral Cats
  - H. Request Approval to Set Study Session Date for City Manager Goals & Priorities
  - I. Request Approval of \$10,152.19 to Monarch Welding & Engineering for Sludge Heating Boiler Repair at the Wastewater Treatment Plant
  - J. Request Approval to Waive Attorney-Client Privilege and Release to the Public, the Full Investigation Report of the November 2018 Incident
- XII. FUTURE AGENDA ITEMS
- XIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required).
- XIV. CITY MANAGER REPORT
- XV. MAYOR AND COUNCIL MEMBER COMMENTS
- XVI. MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)
- XVII. ROLL CALL
- XVIII. ADJOURN

**City of Albion**  
**NOTICE OF PUBLIC HEARING ON THE PROPOSED**  
**Zoning Ordinance Update**

The Albion City Council will conduct a public hearing at their Regular Meeting on October 7, 2019 at 7:00 p.m. at City of Albion, City Hall, 2<sup>nd</sup> Floor Council Chambers, 112 W. Cass Street, Albion, MI 49224 for the proposed Zoning Ordinance Update.

Copies of the updates are available for inspection by the public during regular business hours (8:00 am to 5:00 pm, Monday through Friday) in the City Clerk's office, 112 West Cass Street, Albion, Michigan and online at [www.cityofalbionmi.gov](http://www.cityofalbionmi.gov).

City of Albion  
Jill Domingo, City Clerk  
517-629-7864

City of Albion  
Council Session Minutes  
September 16, 2019

I. CALL TO ORDER

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

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

PRESENT: Vicky Clark (1), Lenn Reid (2); Sonya Brown (3); Jeanette Spicer (5), and Mayor Atchison. Shane Williamson (6) arrived at 7:05 p.m.

ABSENT: Marcola Lawler (4)

STAFF PRESENT:

Scott Kipp, Interim City Manager/Chief Public Safety; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Kent Phillips, Acting Interim Public Service Director.

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

*Mayor Atchison asked to removed Items C & D from Items for Individual Discussion.*

Reid moved, Spicer supported, CARRIED, to Approve the Agenda with the above correction. (5-0, vv)

VI. PRESENTATIONS

A. Restoration of the Coca Cola Sign-Linda Kolmodin

Linda Kolmodin gave the following update of the Coca Cola Sign Restoration:

- \$50,000 needs to be raised to match a State Patronicity grant which will be used for the restoration of the Coca Cola sign; a Malleable Mural and a Tee Ball Statue
- Only towns with bottling companies in town have received funding for restoration of the signs from Coca-Cola

- The cost of the sign is expensive as it is being restored not just repainted; the use of specialized equipment due to the location of the sign being over the river and OSHA and EPA requirements
- Grants and funding will be handled by the Albion Community Foundation
- The Malleable Mural will be located on the back of the Albion Malleable Brewery company as this was a fitting choice for a mural celebrating the backbone of the foundry industry in Albion
- The Tee Ball Statue will be a metal statue of an Albion six-year old player standing at the batting tee and will be placed on a new beautification lot on South Superior Street honoring Jerry Sacharski one of the founders of pee-wee baseball. On June 25, 1956, Albion held the first organized baseball game using this tee.
- There will be a kick-off event on Thursday, September 19<sup>th</sup>, 2019 from 4:00-6:00 p.m. at the Ludington Center, 101 N. Superior St. She invites the community to come in have a coke and some popcorn and learn more about the projects.

Comments were received from Council Member Clark and Spicer and Mayor Atchison.

VII. PUBLIC HEARINGS-None

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

No public comments were received.

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

Spicer moved, Reid supported, CARRIED to adjourn to Closed Session. (6-0, rcv)

Mayor Atchison adjourned to closed session at 7:14 p.m.

Mayor Atchison re-convened the regular session at 7:20 p.m.

ROLL CALL

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

ABSENT: Marcola Lawler (4)

- X. CONSENT CALENDAR (VV) Items on the Consent Calendar are voted on as one unit)
  - A. Approval Study Session Minutes, September 3, 2019
  - B. Approval Regular Session Minutes, September 3, 2019
  - C. Approval of Assembly Permit for Festival of the Forks on September 20<sup>th</sup> & 21<sup>st</sup>, 2019

Williamson moved, Brown supported, CARRIED, to Approve the Consent Calendar as presented. (6-0, vv)

XI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Discussion/Approval Dalrymple Site Recommendations

Council Member Brown stated that most of the residents she spoke to that live in the area of the Dalrymple School are not in favor of a fence surrounding the property but would like to have a path. She also asked whether the lawn and snow removal would be kept up by the City.

Acting Interim Director Public Services Phillips stated the City would mow two passes on either side of the path and would remove snow from the path. The path will run east to west (Dalrymple to Ann Street). The path and signs will be complete by the 2<sup>nd</sup> week of October.

Interim City Manager/Chief Public Safety Kipp stated when the actual school was removed from the site, contaminated dirt was hauled out and was replaced with fill.

Additional comments were received from Council Members Clark, Spicer and Reid and Mayor Atchison.

Brown moved, Clark supported, CARRIED to Authorize the City to Install a Mill Path (east to west), Signs and Garbage Cans on the Dalrymple Site. (6-0, rcv)

B. Request Approval GovHr Settlement Agreement

Williamson moved, Brown supported, CARRIED, To Approve GovHr Settlement Agreement as presented. (6-0, rcv)

C. Discussion/Approval Replacement of Drinking Fountain at Holland Park

*\*\*This item was removed from the agenda.*

D. Discussion/Approval \$950.00 to Install Pipe and Connections to Maintain Landscape at Holland Park

*\*\*This item was removed from the agenda.*

E. Request Approval City Manager Contract

Comments were received from Council Members Williamson and Brown, City Attorney Harkness and Mayor Atchison.

Williamson moved, Brown supported, CARRIED, to Approve City Manager Contract as presented. (6-0, rcv)

## XII. FUTURE AGENDA ITEMS

The following items were requested for the next agenda:

City Attorney Harkness requested the following items for the next agenda:

- A resolution to amend the City's retirement plan
- An amendment to the vaping ordinance due to a change in State law

Council Member Clark asked for a Habitat for Humanity presentation

Council Member Reid asked for the following:

- Discussion/Approval Replacement of Drinking Fountain at Holland Park
- Discussion/Approval \$950.00 to Install Pipe and Connections to Maintain Landscape at Holland Park

Interim City Manager/Chief Public Safety asked for a Community Policing Update Presentation

Mayor Atchison asked for the following items:

- Kids -N- Stuff Presentation
- Discussion Littering Ordinance
- Discussion Dog Ordinance

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

Comments were received from Sybil Sanders, 606 W. Center St; Al Smith, 1209 Adams St; Calhoun County Commissioner Gary Tompkins and Juanita Solis-Kidder, 1211 Edwards St.

#### XIV. CITY MANAGER REPORT

No City Manager report was given.

#### XV. MAYOR AND COUNCIL MEMBER'S COMMENTS

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

#### XVI. EXCUSE ABSENT COUNCIL MEMBER (S)

Brown moved, Spicer supported, CARRIED, To Excuse Council Member Lawler (4). (6-0, vv)

#### XVII. ROLL CALL

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

ABSENT: Marcola Lawler (4)

#### XVIII. ADJOURNMENT

Brown moved, Spicer supported, CARRIED, to adjourn the regular session. (6-0, vv)

Mayor Atchison adjourned the Regular Session at 8:11 p.m.

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Date

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Jill Domingo  
City Clerk

**Resolution #2019-31**

**A RESOLUTION TO APPROVE AUTHORIZED SIGNATORIES FOR THE MERS CONTRACTS AND SERVICE CREDIT PURCHASE APPROVALS**

**Purpose and Finding:** As the council is aware, the City currently utilizes the Municipal Employee Retirement System (MERS) for its retirement investment provider. The City is presently making certain modifications to the MERS plan agreement as a result of the hiring of the new City Manager. As part of our modifications to the MERS plan, the City needs to update its authorized signatories. The City has listed the relevant departments as authorized signatories to allow for addition and/or removal of certain MERS products and for approval of employees who wish to purchase service credit. Approval is recommended.

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

**RESOLVED**, that the Albion City Council hereby approves the City Manager, the Finance Director, and the City Clerk as authorized signatories for MERS contracts and service credit purchase approvals as set forth in the attached MERS form resolution which is incorporated by reference.

Date: October 7, 2019

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I certify that this resolution was adopted by the City Council of the City of Albion on October 7, 2019.

\_\_\_\_\_  
Jill Domingo  
City Clerk

# Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution applies to reporting unit(s) # \_\_\_\_\_ of the participating municipality listed below.

**WHEREAS**, \_\_\_\_\_ ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

**WHEREAS**, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

**WHEREAS**, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

**WHEREAS**, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. \_\_\_\_\_

Optional additional job positions:

2. \_\_\_\_\_

3. \_\_\_\_\_

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on \_\_\_\_\_, 20\_\_\_\_\_.

Authorized signature (must be currently in a position named above): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness signature: \_\_\_\_\_

Witness name: \_\_\_\_\_

Witness title: \_\_\_\_\_

**Resolution #2019-32**

**A RESOLUTION TO APPROVE AMENDMENT TO MERS DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT**

**Purpose and Finding:** As the council is aware, the City currently utilizes the Municipal Employee Retirement System (MERS) for its retirement investment provider. The City previously adopted Resolution 97-64 which adopted the MERS plan for the City Manager and Department heads, and was later modified in Resolutions 97-69 and 97-88. Resolution 97-64 applies MERS to the Manager and Department heads hired from outside the City after January 1, 1997, with the City contributing 7% of base pay with vesting after 3 years. Recently, the City entered into a contract with a new City Manager whose retirement plan will not be part of the MERS plan. As such, the City is required to specifically exempt the City Manager from the MERS plan. The attached adoption agreement readopts the plan, but specifically excludes the City Manager from the plan. The plan terms are otherwise unchanged and will continue as set forth in Resolution 97-64. Approval is recommended.

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

**RESOLVED**, that the Albion City Council hereby adopts and approves the attached MERS Defined Contribution Plan Adoption Agreement with an effective date of October 1, 2019;

**BE IT FURTHER RESOLVED**, that the position of City Manager is hereby exempted from the MERS Defined Contribution Plan requirements as set forth in the amended Adoption Agreement and is further exempted from the requirements set forth in Resolutions 97-64, 97-69, and 97-88.

Date: October 7, 2019

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I certify that this resolution was adopted by the City Council of the City of Albion on October 7, 2019.

\_\_\_\_\_  
Jill Domingo  
City Clerk



# MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

Vesting credit from date of hire     No vesting credit

This division is for new hires, rehires, and transfers of current Defined Benefit\* division # \_\_\_\_\_ and/or current Hybrid division # \_\_\_\_\_

**Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.** (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (defined benefit or hybrid) employees (select one of the following and see [Plan Document](#), Section 64 for more information):

Will have a one-time opportunity to convert the value of their current defined benefit from the existing defined benefit or hybrid plan into the new Defined Contribution Plan as a lump sum, or continue accruing service in the Defined Benefit. (Complete *MERS Defined Contribution Conversion Addendum*.)

Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Defined Contribution plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for employees to make their election is: \_\_/\_\_/\_\_\_\_

Will be required to cease service accrual in Defined Benefit and will transfer to Defined Contribution for future service accrual.

*\* By completing the section above, the Employer acknowledges receiving Projection Study results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

**B.**  If this is an **amendment** of an existing Adoption Agreement (existing division number \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

**Note:** You only need to mark **changes** to your plan throughout the remainder of this Agreement.

# MERS Defined Contribution Plan Adoption Agreement

- C.  If this is to **separate employees** from an existing *Defined Contribution division* (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.
- D.  If this is to **merge division(s)** \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_\_\_.

### III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

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(Name of Defined Contribution division – e.g. All Full Time Employees, or General After 7/01/13)

To further define eligibility, (check all that apply):

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be \_\_\_\_\_ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement. The temporary exclusion period will be \_\_\_\_\_ month(s).

# MERS Defined Contribution Plan Adoption Agreement

## IV. Provisions

1. **Vesting** (Check one):

- Immediate
- Cliff Vesting (fully vested after below number years of service)
  - 1 year     2 years     3 years     4 years     5 years
- Graded Vesting
  - \_\_\_\_\_ % after 1 year of service
  - \_\_\_\_\_ % after 2 years of service
  - \_\_\_\_\_ % after 3 years of service (min 25%)
  - \_\_\_\_\_ % after 4 years of service (min 50%)
  - \_\_\_\_\_ % after 5 years of service (min 75%)
  - \_\_\_\_\_ % after 6 years of service (min 100%)

Vesting will be credited using (check one):

- Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Employees will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.*

2. **Contributions**

- a. Will be remitted according to Employer's payroll withholding which represents the actual period amounts are withheld from employee paychecks, or within the month during which amounts are withheld (check one):
  - Weekly
  - Bi-Weekly (every other week)
  - Semi-Monthly (twice each month)
  - Monthly
  - Other (must specify) \_\_\_\_\_
- b. Required Employee Contribution Structure to DC (subject to Internal Revenue Code 415(c) limitations). Select one:
  - Employees are required to contribute per payroll period, the percentage \_\_\_\_\_% OR flat dollar amount \$\_\_\_\_\_
  - Employees are required to contribute within the following range for each payroll:  
Percentage range from \_\_\_\_\_% to \_\_\_\_\_% OR  
dollar amount range \$\_\_\_\_\_ to \$\_\_\_\_\_
  - Direct Required Employee Contributions pre-tax

# MERS Defined Contribution Plan Adoption Agreement

c. **Employer Contributions**

**Non-Matching Contributions**

The Employer hereby elects to make contributions to the Program without regard to an employee's contribution to the Program. The Employer elects the following contribution formula (check one):

**Annual Contributions:** A one-time annual contribution of \$\_\_\_\_\_ OR \_\_\_\_\_% of compensation per employee.

\$ \_\_\_\_\_ or \_\_\_\_\_% of compensation per employee for each payroll period.

**Matching Contributions**

The Participating Employer may make matching contributions and/or non-matching contributions into the Defined Contribution plan based on an employee's voluntary election as outlined in the *Matching Employer Contribution Addendum (MD-073)*.

d. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

3. **Compensation**

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals (Note: this definition aligns to MERS' 457 definition of compensation)

Medicare taxable wages reported in Box 5 of Form W-2

Base wages, to which any of the following may be included:

Longevity pay

Overtime pay

Shift differentials

Pay for periods of absence from work by reason of vacation, holiday, and sickness

Workers' compensation weekly benefits (if reported and are higher than regular earnings)

A member's pre-tax contributions to a plan established under Section 125 of the IRC

Transcript fees paid to a court reporter

A taxable car allowance

Short term or long term disability payments

Payments for achievement of established annual (or similar period) performance goals

Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications

Lump sum payments attributable to the member's personal service rendered during the FAC period

Other: \_\_\_\_\_

Other 2: \_\_\_\_\_

NOTE: For purposes of applying the Internal Revenue Code Section 415(c) limits on annual additions, compensation shall be defined as required under that law.

# MERS Defined Contribution Plan Adoption Agreement

4. **Loans:**  shall be permitted       shall not be permitted  
If Loans are elected, please complete and attach the *MERS Defined Contribution Loan Addendum*.
5. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

# MERS Defined Contribution Plan Adoption Agreement

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## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)



# City of Albion

## DPS MEMORANDUM

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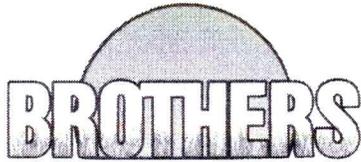
To: City Council  
From: Kent Phillips  
Date: 10/3/19  
Subject: Holland Park Drinking Fountain

Council,

DPS has looked into the issue with the drinking fountain at Holland Park. We feel the problem is with the valve actuator and that is why the water comes out at different levels. DPS has removed the defective valve and is currently looking for an ADA compliant actuator. Total cost should be no more than \$200. If this fails to provide adequate water, then we would recommend replacing the entire fountain. We will provide an update on this issue.

**Kent Phillips**  
**Acting Director of Public Services**  
**City of Albion**  
**Department of Public Services**

Cc:



# Proposal

**CITY OF ALBION**  
**306 WEST CHESTNUT STREET**  
**ALBION, MICHIGAN 49224**

**Sales:** Bryan Beebe  
**306 West Chestnut Street-Irrigation**  
306 West Chestnut Street Albion, Michigan 49224

**Est ID:** EST1544432  
**Date:** Sep-23-2019

**Email:** lenn2646@sbcglobal.net  
**Phone:** 517-960-5517

## Holland Park

**\$3,700.00**

	Irrigation Tech		
	Irrigation Tech		
	Crew Truck + Install Trailer		
	Irrigation Sneaker		
	Saw		
1	Hunter Pro-C Modular Base Unit Indoor Controller 4 Station		
1	Hunter Pro-C Expansion Module 3 Station		
2	Poly Pipe 1-1/4 in. x 300 ft. Non-NSF 100 lb. (Sold per ft.)		
2	1" poly pipe - 300		
20	Hunter Pro-Spray 4 in. Pop Up		
1	Febco 765 Pressure Vacuum Breaker 1 in. Bronze With Ball Valve		
5	EASY PRO PVC BALL VALVE	1"	BV100
6	QUIKRETE CONCRETE 60 LB		REDI-MIX CONCRETE

		<b>Subtotal</b>	<b>\$3,700.00</b>
		<b>Taxes</b>	<b>\$0.00</b>
		<b>Estimate Total</b>	<b>\$3,700.00</b>

This Landscaping Contract is entered into by and between:

herein after referred to as the "Client" and Brothers Outdoor World, herein after referred to as "Landscaper".

Whereas The Client and Landscaper have agreed for Landscaper to provide the Landscaping project, hereafter "Project", as described and attached to the Contract on a separate sheet:

Now therefore, Client and Landscaper agree as follows:

1. Fifty Percent (50%) of the Contract sum for design scale rendering and/or Scheduling is due upon execution of this Contract. Ten percent (10%) of this payment is non-refundable.

2. Final Payment: Final Payment is due within five (5) days after the completion of the project.

3. Copyright: Landscaper retains a common law Copyright on the Drawings and Specifications which are proprietary to the Landscaper and shall not be used on any other project. The Client may retain copies of the Drawings for reference provided Landscaper has been paid in full for services rendered.

4. Property Lines: Prior to the start of the Project the Client shall provide Landscaper with the location of property lines and all water and irrigation pipe-lines and conduits. Landscaper shall rely on the accuracy of such information and shall not be liable for damages resulting from any omissions in that regard. Unless otherwise provided for herein, Landscaper will be responsible for obtaining any municipal building permits required in relation to the performance of the Project.

5. Building Materials: Unless otherwise specified, all building materials provided shall be new. Landscaper shall have total control of the Project and shall be solely responsible for the construction means, methods, techniques, sequences, and procedures. Landscaper shall comply with all applicable laws, regulations, building and fire codes. Landscaper will also be responsible for and shall restore at its expense all damage to the property of the Client caused by Landscaper in the performance of the Project. Landscaper agrees to remove all debris and leave the premises in broom-clean condition.

6. Concealed Physical Conditions: If subsurface or otherwise concealed physical conditions from those ordinarily found to exist in the vicinity of the Premises are encountered, including subsurface utilities, boulders, tree stumps or construction debris, then the Contract Price shall be amended in writing to account for any changes required to this Contract arising therefrom and for any materials or methods of revisions to the Project.

7. Landscaper Compliance: Should Client believe Landscaper has failed to comply with the requirements of the Contract in any fashion, Client shall notify Landscaper in writing within five (5) days from completion of Project. Otherwise, upon completion, Client shall make final payment as required within five (5) days from completion and invoice.

8. Liability Insurance: Landscaper confirms it has procured comprehensive general liability insurance sufficient for the Project.

9. Changes in the Project: Changes in the Project must be requested and confirmed in writing. The price for a change in the Project must also be agreed to in writing. If the Client and Landscaper cannot agree to a price for the change in the Project the parties may agree in writing that the proposed change in the Project be performed on a time and materials basis.

10. Payment for Changes Project: Payment for change(s) shall be made separately, following Landscaper's completion of the change and within five (5) days of Landscaper's submission of an invoice for same.

11. Payment Method: All invoices are due when issued and shall incur interest after thirty (30) days at a rate of 1.5% per month or 18% per annum. Client shall be responsible for Landscaper's collection costs, including actual attorney fees and court costs. All of the prices quoted are based on cash payments.

11.1 Payment by Credit Card will be subject to a service charge of three percent (3%) per the amount of transaction.

12. Warranties:

12.1 Landscaper warrants the Project against defects in Workmanship and materials for a period of one (1) year for all Softscape installations,

12.2 Two (2) years for all Hardscape installations.

12.3 The warranty takes effect from the date Landscaper submits the invoice for final payment and shall be effective only if

the Client has paid Landscaper in full for all Project performance under this Contract and subject to the following:

12.4 The warranty does not apply if the Client is in default of this Contract or to the effects of normal corrosion, erosion or wear and tear or against damage or deficiencies caused by the faulty operations or maintenance of the Client, including the failure to properly maintain water or protect planting material.

12.5 The warranty of plant material is limited to a one-time replacement per item within the warranty period, and will not apply if salt or calcium chloride is used by the Client on walkways at the Premises, in the area of those walkways or driveways.

12.6 The warranty of plant material also does not apply to Sod (turf), Roses, Annuals or Bulbs.

12.7 The warranty for all low voltage bulbs endures a period of 90 days.

13. Access for Promotion: Landscaper shall have the right to access the site for the purposes of taking photographs in relation to the Project both prior to and after completion of the Project and shall have and retain all copyright in said photographs which may be used by Landscaper at its sole discretion in reference and promotional materials, portfolios and/or publications.

14. Entire Agreement: This Contract constitutes the whole of the agreement between the parties and supersedes all prior negotiations or agreements. Neither party shall assign any part of this Contract without the written consent of the other. No act or failure to act shall constitute a waiver of any right or duty under this Contract nor constitute an approval of or acquiescence in any breach of this Contract unless expressly agreed to in writing by the Parties.

15. Unlawful Activities: The Landscaper shall comply with all the laws of the United States of America and the State of Michigan, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders. If any unlawful activities by the Client should occur on the premises, and the Project is cancelled, there will be no refund of any kind from Landscaper to Client.

16. Amendment and Supplement: Any amendment and supplement to this Contract shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Contract and shall have the same legal effect as this Contract.

In Witness Whereof, the parties hereto have caused this Contract to be executed on their behalf by their authorized representative as of the date first set forth above.

**Contractor:** \_\_\_\_\_  
Bryan Beebe

**Client:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_  
09/23/2019

**Signature Date:** \_\_\_\_\_



# City of Albion

## DPS MEMORANDUM

---

To: City Council  
From: Kent Phillips  
Date: 10/3/19  
Subject: Holland Park Irrigation

Council,

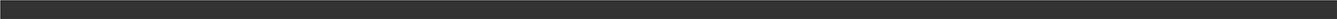
For your consideration on the proposed irrigation system for Holland Park.

1. Cost. Where will the \$3700 come from?
2. Annual maintenance and upkeep. The system will need to be professionally maintained, i.e. backflow preventer, blown out annually, heads cleaned replaced/repared, Electronic Maintenance.
3. Additional noxious weed growth and maintenance from consistent watering.
4. Perpetual care?

The Parks Department consists of two individuals who care for eighteen Parks and the Dog Park. They struggle to keep up with the mowing and weed whipping that is necessary now. They also take care of four sets of bathrooms. Picking up trash usually takes the two of them an entire Monday, leaving only four days to weed whip and mow. As well as many other assigned tasks in taking care of the City. Tasking these individuals with more work will cause other areas to suffer.

My recommendation, at this time, is not to proceed with this project. With the current staffing and sheer amount of the current work load, it would be advisable to not add more maintenance to the Parks of Albion.

**Kent Phillips**  
**Acting Director of Public Services**  
**City of Albion**  
**Department of Public Services**





A Division of Ross & Barr, Inc.

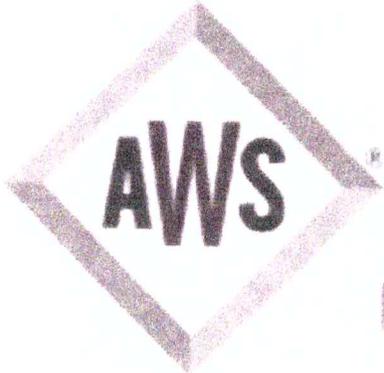
# QUALITY, VERSATILITY AND VALUE

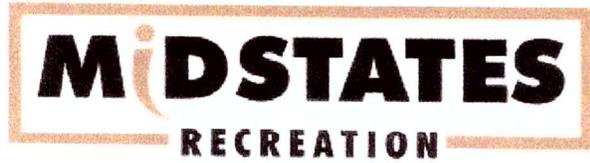
4TH EDITION CATALOG



Contract  
Holder

GS-03F-0143X





5828 Zarley Street, suite B  
 New Albany, OH 43054  
 614-855-3790  
 midstatesrecreation.com

**QUOTATION**

**Sold To** City of Albion  
 112 West Cass St  
 Albion, MI, 49224  
 United States

**Ship To**

Date	Quote #	Terms	Rep	Project	Ship Contact
2019-09-19	QTN-03375			2019 09 Holland Pakr - Mi Albion City Of Albion	

Item Code	Description	Qty	Rate	Amount
Shelter	Coverworx Shelter GA 4060 SW	1.0 Unit	\$ 57,033.33	\$ 57,033.33
Customer Discount	Customer Discounts	1.0 Unit	\$ -3,565.18	\$ -3,565.18
Notes	Shelter only, no installation	1.0 Unit	\$ 0.00	\$ 0.00
<b>Subtotal</b>				\$ 53,468.15
<b>Michigan Sales Tax</b>				\$ 0.00
<b>Total</b>				\$ 53,468.15



## **10 Year Limited Warranty**

Coverworx-Recreational Architecture, a division of Ross and Barr, Inc. (hereinafter "Coverworx") warrants that the structure or product purchased will be free from defects in materials and workmanship under normal use for period of ten (10) years from the delivery date. The entire liability of Coverworx and its suppliers, and the exclusive remedy shall be for Coverworx to repair and replace materials found to be defective. The repair or replacement of materials shall be at the expense of Coverworx. This limited warranty applies to all product(s) under normal use and is void if any damage has resulted from abnormal use, abuse, accident, vandalism, poor or careless installation, lack of maintenance, misapplication, service or modifications by someone other than Coverworx or its suppliers. This warranty excludes color fading within ten (ten) nautical miles of any area retaining salt water or brackish water. Any replacement part under warranty is warranted for the remaining original warranty period or 1 year, whichever is longer.

Steel roof finish shall be warranted for 20 years under a separate roof manufacturer's warranty. Powder coat paint shall be warranted for 10 years after acceptance from owner against peeling, flaking, and rusting under normal use and conditions as described above.

In the event of a defect claim, Coverworx shall be notified in writing within (thirty) 30 days from discovery, no later than thirty (30) days from the receipt of the notice. Coverworx management will determine whether to repair or replace defective materials and respond in writing to advise how Coverworx will proceed on the warranty claim. Coverworx disclaims all other warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose for the product and any accompanying materials required for installation. Coverworx will not be liable for any damages arising out of the use or inability to use the product, regardless of whether notification of such damages has been given.

11800 East 9 Mile Road, Warren, MI 48089  
(586) 759-5490 Office (586) 754-9130 Fax (800) 657-6118 Toll Free  
[www.Coverworx.net](http://www.Coverworx.net) [info@coverworx.net](mailto:info@coverworx.net)

**Model: Steelworx Gable Shelter, 40' x 60'**  
**Model # GA-4060-SW**

**Manufacturing Mission:** To provide all prefabricated components and installation instructions for a 40' wide (measured from eave to eave) by 60' long free standing bolt together, tubular steel constructed shelter kit.

**Design Criteria:** Structure is typically designed for a 25 lb live load and a 90 mph wind load capacity, but can be designed based on specific site requirements upon request. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

**Tubular Steel Columns and Beams:** Standard column dimension shall be 8" x 6" x 3/16" tubular steel welded to 5/8" base plates for surface mounting. Main support beams are 8" x 6" x 3/16" and purlins are 6" x 4" x 1/8". Steel sizes are preliminary and may change due to ongoing review and final engineering.

**Roofing:** 24 Ga. pre-cut steel Multi-Rib panels with Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 8'-0". Attached to structural framing with exposed self tapping screws painted to match roof color. Matching 24 Ga. trim included.

**Frame Finish:** All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

**Foundation:** All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted to footings with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing without base plates upon request. Anchor bolts and bracing templates are included. Optional base plate covers are available at an additional cost.

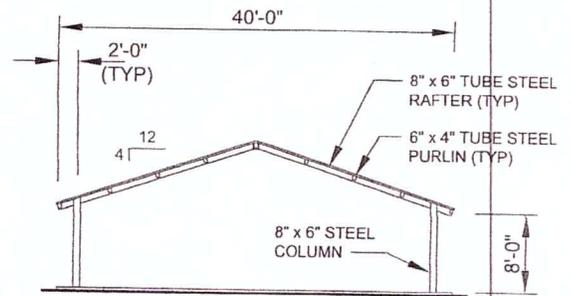
**Hardware:** All structural hardware and roofing fasteners shall be provided.

**Warranty:** 10 years against manufacturer defects.

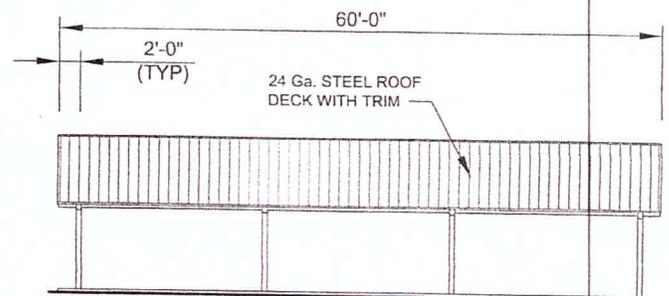
**Not Included:** Concrete work of any kind, unloading of product and installation.

**Additional Options:**

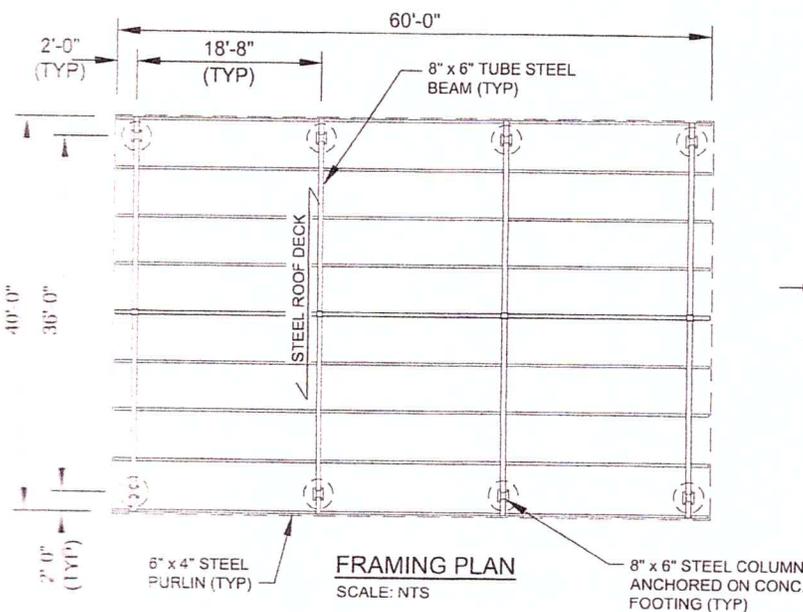
- Flexibility of Design  
Such as: Height and Pitch
- Additional Engineering
- Variety of Colors
- Decorative Railings, Lattice, Braces, Trim, etc.
- Cupolas and Rooftop Accs.
- Column Style Variations
- Provisions for Electrical
- Lexan Wind Screens
- Tongue & Groove Roof Decking
- Asphalt Shingles, Standing Seam, Cedar Shake, or Clay Tile Roofing
- Composite Finished Ceiling
- Solar Panels & Solar Lighting
- Site Furnishings and Accs.



**FRONT ELEVATION**  
SCALE: NTS



**SIDE ELEVATION**  
SCALE: NTS



**FRAMING PLAN**  
SCALE: NTS



11800 East 9 Mile Road  
 Warren, MI 48089  
 Office: (586) 486-1088  
 Fax: (586) 754-9130  
 Toll Free: (800) 657-6118  
 Email: info@coverworx.net  
 www.CoverWorx.net

**Steelworx Gable Shelter - 40' x 60'**

**Model: GA-4060-SW**

**DESIGN SPECIFICATIONS**



[Click to view more photos & specs](#)

<p><b>Customer Service</b></p> <p><a href="#">Contact Info</a>  <a href="#">Help</a>  <a href="#">Payment Options</a></p>	<p><b>Shopping Help</b></p> <p><a href="#">Gift Certificates</a>  <a href="#">Video Center</a>  <a href="#">Personal Gallery</a></p>	<p><b>Company Info</b></p> <p><a href="#">About Us</a>  <a href="#">Privacy Policy</a></p>	<p><b>Tools &amp; Resources</b></p> <p><a href="#">Affiliates</a>  <a href="#">Site Map</a>  <a href="#">Commercial Customers</a>  <a href="#">Partner Program</a></p>	<p><b>Fifthroom Living</b></p> <p>Design. Comfort. Style.</p> <p>Visit Our Site </p>
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Enter your email to receive social offers.



**We Accept:**



WARNING: Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

Quote #:	3004742 - C
Date:	9/20/2019
Good Until:	10/20/2019

## QUOTE

Mike Donaldson  
Mike@Fifthroom.com  
1-888-293-2339 x229  
Fax: 1-724-444-5301

**Quote:**

Company	Albion Parks		
Name	Lenn Reid		
Address	306 West Chestnut Street		
City	Albion	State:	MI Zip: 49224
Phone	517-960-5517	Fax:	
Email	lenn2646@sbcglobal.net		

Qty	Description	Unit Price	TOTAL
1	LWG4060-03 - 40' x 60' Wood Gable Rectangular Savannah Pavilion	\$53,899.00	\$ 53,899.00
1	Tube Steel Columns - Poswder Coated - Color TBD	\$3,499.00	\$ 3,499.00
	Unstained		\$ -
1	Metal 26 Gauge Roofing - Color TBD	\$13,799.00	\$ 13,799.00
	No Cupola		\$ -
	Engineered to Local Code, Included Drawings with MI stamp		\$ -
	Not Included - Unloading, Install; Concrete or Concrete embedment (Anchor Bolts, rebar, etc.)		\$ -
			\$ -
	<i>Actual design of structure and member size, material and hardware are subject to engineering. We reserve the right to update pricing accordingly, based on engineering.</i>		\$ -
			\$ -

Subtotal	\$ 71,197.00
Shipping	\$ 1,100.00
Discount	\$ (7,120.00)
<b>TOTAL</b>	<b>\$ 65,177.00</b>

**Notes:**

Ships As Kit via Motor Freight  
Estimated 10-12 Weeks Delivery  
After Drawing confirmation / approval

**Ship To:**

Company	Albion Parks		
Name	Lenn Reid		
Address			
City	Albion	State:	MI Zip: 49224
Phone	517-960-5517	Email:	lenn2646@sbcglobal.net



— Checks Accepted by Mail —

Quote #:	3004742-D
Date:	9/20/2019
Good Until:	10/20/2019

## QUOTE

**Quote:**

Company Name	Albion Parks		
Name	Lenn Reid		
Address	306 West Chestnut Street		
City	Albion	State:	MI Zip: 49224
Phone	517-960-5517	Fax:	
Email	lenn2646@sbcglobal.net		

Mike Donaldson  
Mike@Fifthroom.com  
1-888-293-2339 x229  
Fax: 1-724-444-5301

Qty	Description	Unit Price	TOTAL
1	CUST-RCP - 40' x 60' All Steel Rectangular Savannah Pavilion	\$89,790.00	\$ 89,790.00
1	Tube Steel Columns - Color TBD		\$ -
	Unstained		\$ -
1	Metal 24 Gauge Roofing - Color TBD		\$ -
	No Cupola		\$ -
	Includes all fasteners except concrete embedded anchors		\$ -
	Engineered to Local Code, Included Drawings with MI stamp		\$ -
	Not Included - Unloading, Install; Concrete or Concrete embedment (Anchor Bolts, rebar, etc.)		\$ -
			\$ -
	<i>Actual design of structure and member size, material and hardware are subject to engineering. We reserve the right to update pricing accordingly, based on engineering.</i>		\$ -

Subtotal	\$ 89,790.00
Shipping	\$ 1,100.00
Discount	\$ (8,979.00)
<b>TOTAL</b>	<b>\$ 81,911.00</b>

**Notes:**

Ships As Kit via Motor Freight  
Estimated 7-9 Weeks Delivery  
After Order Confirmation

**Ship To:**

Company Name	Albion Parks		
Name	Lenn Reid		
Address			
City	Albion	State:	MI Zip: 49224
Phone	517-960-5517	Email:	lenn2646@sbcglobal.net



— Checks Accepted by Mail —



# Shafer Redi-Mix Inc.

Albion, Jackson, Mason & Battle Creek MI

Phone 517-629-4800  
 Fax 517-629-3493  
 Cell 517-202-1178

Customer / Project: **Lenn Reed / Albion Pavilion**  
 Location: Albion, Mi.

Quantity	Material Description	Price	UOM
	4000 PSI Limestone MRWR	\$ 150.00	cu yd
	4" thick = 38 yards		
	6" thick = 55 yards		

Requested	Constituent Description	Price	UOM
	Mid-Range Water Reducer	\$ 4.00	cu yd
	High Range Water Reducer	\$ 5.50	cu yd
	Retarder	\$ 4.00	cu yd
	Non-Chloride Accelerator 1%	\$ 5.00	cu yd
	Non-Chloride Accelerator 2%	\$ 10.00	cu yd
	Fiber Reinforcement 1 #	\$ 5.50	cu yd
	Fiber Reinforcement 1.5 #	\$ 8.00	cu yd

Additional Charges	Price	UOM
Saturday Deliveries	\$ 50.00	Per Load
Sunday Deliveries	\$ 150.00	Per Load
Saturday Plant Opening Charge	\$ 300.00	Per Open
Sunday Plant Opening Charge	\$ 750.00	Per Open
Late Deliveries (After 4:00 p.m.)	\$ 50.00	Per Load
Split Load Charge	\$ 35.00	Per Drop
12-31-2019 price escalator	\$ 10.00	Cu yd
fuel surcharge		NA
Small Load Charge (2-4.75 Yds)	\$ 80.00	Per Load
Frost Law Charges	\$ 50.00	Per Load
Demurrage (:45 Min per 10 Yds) Overage	\$ 120.00	Per Hour
Winter Heat Hot Water (November and April) As needed depending on conditions & specifications***	\$ 5.00	cu yd
Winter Heat Hot Water & Heated Aggregates (December through March) As needed depending on conditions & specifications***	\$ 10.00	cu yd
Cleaning charge for color	\$ 75.00	Per Load

**Sales Tax Not Included**

- \*\* All Small load charges apply during winter weight restrictions (Michigan Only).*
- \*\* Wrecker Service incurred on job site will be at customer's expense. Fuel charges may be accessed.*
- \*\*All prices are F.O.B. Job Site and Good for 30 Days.*
- \*\*Prices are subject to change without notice.*
- \*\* Weekend Plant Opening Charges Can Be Added From November 1 – April 1.*
- \*\*\*Heat charges will be added early and later if Ambient & Concrete temperatures require.*
- \*\*Performance mix price is based on availability of flyash. If not available pricing will be based on straight sack mixes.*
- \*\* Any additional insurance requirements will be at the customer's expense.*
- \*\* Wash-Out area on the job site is required. Any additional conditions on Wash-Out is the financial responsibility of the contractor.*
- \*\* All leftover concrete spoils and the removal of are the responsibility of the Contractor.*
- \*\* Any damage caused beyond the curb is the responsibility of the contractor.*
- \*\*Shafer Redi-Mix (SRM) guarantees plastic concrete conformance to the project specifications by direct placement from the truck chute. If the concrete is tested in accordance with ASTM standards and found to be out of project specification the concrete must be brought into compliance with the spec or rejected SRM QC must be contacted either way. SRM will not be responsible for plastic concrete conformance to the project specifications on concrete placed by pump, curb machine or paving machine etc. As a result of SRM will not be responsible for negative pay adjustments on PWL or Non-PWL projects for concrete that is placed by any method other than direct truck chute dump.*

**THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR PROJECT!**

**Prepared By:** Doug Shafer

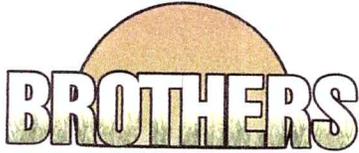
**Date:** September 24, 2019

**Customer signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



GA-3070-SW



# Proposal

**CITY OF ALBION**  
**306 WEST CHESTNUT STREET**  
**ALBION, MICHIGAN 49224**

**Sales:** Bryan Beebe  
**306 West Chestnut Street-Irrigation**  
306 West Chestnut Street Albion, Michigan 49224

**Est ID:** EST1544432  
**Date:** Sep-23-2019

**Email:** lenn2646@sbcglobal.net  
**Phone:** 517-960-5517

## Holland Park

**\$3,700.00**

	Irrigation Tech		
	Irrigation Tech		
	Crew Truck + Install Trailer		
	Irrigation Sneaker		
	Saw		
1	Hunter Pro-C Modular Base Unit Indoor Controller 4 Station		
1	Hunter Pro-C Expansion Module 3 Station		
2	Poly Pipe 1-1/4 in. x 300 ft. Non-NSF 100 lb. (Sold per ft.)		
2	1" poly pipe - 300		
20	Hunter Pro-Spray 4 in. Pop Up		
1	Febco 765 Pressure Vacuum Breaker 1 in. Bronze With Ball Valve		
5	EASY PRO PVC BALL VALVE	1"	BV100
6	QUIKRETE CONCRETE 60 LB		REDI-MIX CONCRETE

**Subtotal** **\$3,700.00**

**Taxes** **\$0.00**

**Estimate Total** **\$3,700.00**

Brothers Outdoor World LLC  
4780 Scarborough Rd  
Jackson

P.517-768-7400

brothersoutdoorworld.com  
bryan@brothersoutdoorworld.com



# City of Albion

## DPS MEMORANDUM

---

To: City Council  
From: Kent Phillips  
Date: 10/3/19  
Subject: Holland Park Pavilion

Council,

I have been given quotes for the suggested pavilion, cement needed for the pavilion, and have met with the vender and Council Member Reid on two occasions. In our meetings I have said that our staff would probably be able to handle such a project. In further discussion with staff and reviewing the entire scope of the project, we (city staff) feel we would not be able to successfully deal with a project of this magnitude. We do not have the proper equipment, staffing, and expertise. Also, these types of structures require ongoing maintenance. Take a look at the Victory Park Pavilion for reference. Is there a plan for the expense of the future maintenance needs.

It is the DPS recommendation that the entire project be put out for bid and built by a professional team.

**Kent Phillips**  
**Acting Director of Public Services**  
**City of Albion**  
**Department of Public Services**

Cc:

Sec. 66-241. - Deposit in public places.

No person shall throw or deposit any putrescible and no putrescible solid wastes, including street cleanings and solid market and industrial wastes and no putrescible wastes consisting of both combustible and noncombustible wastes such as paper, wrappings, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials, referred to as litter, in or upon any street, sidewalk or other public place except in public receptacles, in authorized private receptacles for collection or in official city recycling centers, dumps and waste yards.

(Code 1984, § 14-1)

- (Code 1984, § 14-1)
- **Sec. 66-242. - Snow, ice or debris.**

No person shall place snow, ice or other debris by depositing such on any public street, sidewalk or way.

(Code 1984, § 14-2)

- **Sec. 66-243. - Sweeping into gutters.**

No person shall sweep into or deposit in any gutter, street or other public place the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalks in front of their premises free of litter, dirt, waste, trash or debris.

(Code 1984, § 14-3)

- **Sec. 66-244. - Throwing from vehicles.**

No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place or upon private property.

(Code 1984, § 14-4)

- **Sec. 66-245. - Scattering from trucks.**

No person shall drive or move any truck or other vehicle unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley or other public place nor shall any person drive or move any vehicle or truck, the wheels or tires of which carry onto or deposit in any street, alley or other public place mud, dirt, sticky substances, litter or foreign matter of any kind.

(Code 1984, § 14-5)

- **Sec. 66-246. - Deposit in parks.**

No person shall throw or deposit litter in any park except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided by ordinance.

(Code 1984, § 14-6)

- **Sec. 66-247. - Deposit in rivers and streams.**

No person shall throw or deposit litter in any pond, river, stream or any other body of water in a park or elsewhere within the city.

(Code 1984, § 14-7)

- **Sec. 66-248. - Dumping on premises of another without permission.**

No person shall dump, deposit or place any filth, garbage or refuse on the grounds or premises of another without the specific permission of the owner thereof.

(Code 1984, § 14-8)

## Chapter 14 – ANIMALS

### Sec. 14-5. - Poisoning.

No person shall throw or deposit any poisonous substance on any public or exposed private place, except for pest control purposes, where it endangers or is likely to endanger any animal or bird.

(Ord. No. 2000-19, § 2, 6-19-00)

### Sec. 14-2. - Running at large.

No person shall permit any animal or fowl owned by him or within his charge or possession to run at large in any street or public place or upon the premises of another unless by permission of the owner or occupant thereof. This section shall apply to dogs, cats, and other animals commonly kept or housed inside dwellings as household pets. A dog or cat on a leash in the hands of a capable person or confined in a motor vehicle is not considered running at large.

(Ord. No. 2000-19, § 2, 6-19-00)

### Sec. 14-3. - Sanitation.

- (a) All animals and fowl kept or housed in the city shall be kept and housed in a clean and sanitary manner, and all refuse resulting from their keeping or housing shall be disposed of in such manner as to prevent any nuisance or any unsanitary, odorous or offensive condition which might otherwise arise therefrom.
- (b) No animal shall be permitted to defecate on public property or another person's private property unless the person who is charge of the animal immediately cleans up the animal's defecation and disposes of it in a sanitary manner.

### Sec. 14-8. - Feeding and management of animals.

- (1) No person shall place food outdoors, or maintain placement of food outdoors, unless the food is located inside a proper enclosure that is inaccessible to at-large animals. Additionally, no person shall knowingly feed an animal that he or she does not own. This section shall not apply to:
  - (a) A person who knowingly feeds an animal with the express permission from the animal's owner, if the animal's owner is known; or
  - (b) A person who knowingly feeds an animal while participating in a city-approved trap/neuter/return program; or
  - (c) A person who maintains a bird feeder, for the exclusive purpose of feeding birds, with placement of the feeder so as to make it inaccessible to non-avian (bird) at-large animals;

(Ord. No. 2014-01, 4-21-14)

## Chapter 14 - ANIMALS<sup>(1)</sup>

### Footnotes:

--- (1) ---

**Editor's note**— Ord. No. 2000-19, § 2, adopted June 19, 2000, repealed former ch. 14, §§ 14-1—14-110, and enacted a new ch. 14, §§ 14-1—14-111, as set out herein. Former ch. 14 pertained to similar subject matter and derived from: an ordinance of 3-30-81; the Code of 1984, §§ 4-2—4-8, 4-21—4-24, and 4-36—4-39; and Ord. 1990-5, § 2, 9-17-90.

**Cross reference**— Administration, ch. 2; businesses, ch. 22; offenses and miscellaneous provisions, ch. 58.

**State Law reference**— Authority to adopt animal control ordinances, MCL 287.290; crimes relating to animals and fowl, MCL 750.49 et seq.; dog law of 1919, MCL 287.261 et seq.

### ARTICLE I. - IN GENERAL

#### Sec. 14-1. - Location restrictions.

(a) *Keeping of animals.* No livestock, animals or fowl, other than customary household pets, may be housed in any residential district within 100 feet of any residential property except as provided in section 14-1(a)(1)—(4).

(b) *Keeping of female chickens.*

(1) Any person who keeps female chickens in the City of Albion shall obtain a permit from the city prior to acquiring the female chickens. Application must be made by the property owner and shall be made to the city clerk and the fee from the permit shall be as determined by council resolution.

Permits expire and become invalid two years after the date of issuance. Person who wishes to continue keeping female chickens shall have obtained a new permit on or before the expiration date of the previous permit. Application for a new permit shall be pursuant to the procedures and requirements that are applicable at the time the person applies for a new permit.

(2) Notwithstanding the issuance of a permit by the city, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restriction, condominium master deed restrictions, neighborhood association by-laws and covenant deeds. A permit issued to a person whose property is subject to interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.

(3) A person who keeps or houses female chickens on his or her property shall comply with all the following requirements:

a. Have been issued the permit required under subsection (1) of this section.

b. If the lot is less than one acre, keep no more than five female chickens. If the lot is larger than one acre, keep no more than seven female chickens.

c. The principal use of the person's property is for a single-family dwelling or two-family dwelling.

d. No person shall keep any rooster.

e. No person shall slaughter any female chickens.

f. The female chickens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times. The fenced enclosure shall be no

larger than 11 square feet per female chicken in area. The coop and enclosure shall be constructed in such a manner as to prevent access by dogs, cats and wildlife. Fenced enclosures are subject to all provisions of article VII, sections 18-296, et seq., of the Albion Code of Ordinances.

- g. A person shall not keep female chickens in any location of the property other than in the backyard. For purposes of this section, "backyard" means that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family or two-family structure and extending to the side lot lines.
  - h. No covered enclosure or fenced enclosure shall be located closer than ten feet to any property line of an adjacent property.
  - i. All enclosures for the keeping of female chickens shall be so constructed or repaired as to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure. A covered enclosure or fenced enclosure shall not be located closer than 20 feet to any residential structure on an adjacent property provided, however, this requirement can be waived as follows:
    - 1. If the principal use of applicant's property is for a single-family dwelling, to obtain such a waiver the applicant shall present at the time of applying for a permit the written statements of all adjacent landowners that there is no objection to the issuance of the permit.
  - j. All feed and other items associated with the keeping of female chickens that are likely to attract or to become infested shall be protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them.
  - k. If the above requirements are not complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation.
  - l. Female chickens shall be kept humanely.
  - m. Female chickens waste shall be removed in an environmentally responsible manner. Waste can be composted or bagged and removed. Dead female chickens shall be immediately removed and disposed of properly. Piling waste on the property is not allowed.
- (4) A person who has been issued a permit shall submit it for examination upon demand by any public safety officer or code enforcement officer.

(Ord. No. 2000-19, § 2, 6-19-00; Ord. No. 2008-01, § 2, 2-4-08; Ord. No. 2013-04, 8-19-13; Ord. No. 2015-02, 6-1-15)

#### Sec. 14-2. - Running at large.

No person shall permit any animal or fowl owned by him or within his charge or possession to run at large in any street or public place or upon the premises of another unless by permission of the owner or occupant thereof. This section shall apply to dogs, cats, and other animals commonly kept or housed inside dwellings as household pets. A dog or cat on a leash in the hands of a capable person or confined in a motor vehicle is not considered running at large.

(Ord. No. 2000-19, § 2, 6-19-00)

#### Sec. 14-3. - Sanitation.

- (a) All animals and fowl kept or housed in the city shall be kept and housed in a clean and sanitary manner, and all refuse resulting from their keeping or housing shall be disposed of in such manner

as to prevent any nuisance or any unsanitary, odorous or offensive condition which might otherwise arise therefrom.

- (b) No animal shall be permitted to defecate on public property or another person's private property unless the person who is charge of the animal immediately cleans up the animal's defecation and disposes of it in a sanitary manner.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-4. - Cruelty.

No person shall cruelly treat or abuse any animal or bird.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-5. - Poisoning.

No person shall throw or deposit any poisonous substance on any public or exposed private place, except for pest control purposes, where it endangers or is likely to endanger any animal or bird.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-6. - Killing birds; molesting birds' nests.

No person, except a public safety officer acting in his official capacity, shall molest, injure, kill or capture any wild bird or molest or disturb any wild bird's nest or the contents thereof.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-7. - Penalty for violation.

- (a) Any person who violates sections 14-4, 14-5, or 14-6 of this article shall, upon conviction, be punished by a fine of not less than \$100.00 and not more than \$500.00 or imprisonment of not more than 90 days in jail or by both fine and imprisonment. Such violator shall also be liable for all reasonable costs incurred by the city in enforcing this article.
- (b) A violation of subsections 14-1, 14-2, 14-3, or 14-8 shall constitute a civil infraction and complaints shall be processed and punished according to section 1-26 of this Code, et seq.

(Ord. No. 2000-19, § 2, 6-19-00; Ord. No. 2014-01, 4-21-14)

Sec. 14-8. - Feeding and management of animals.

- (1) No person shall place food outdoors, or maintain placement of food outdoors, unless the food is located inside a proper enclosure that is inaccessible to at-large animals. Additionally, no person shall knowingly feed an animal that he or she does not own. This section shall not apply to:
  - (a) A person who knowingly feeds an animal with the express permission from the animal's owner, if the animal's owner is known; or
  - (b) A person who knowingly feeds an animal while participating in a city-approved trap/neuter/return program; or

- (c) A person who maintains a bird feeder, for the exclusive purpose of feeding birds, with placement of the feeder so as to make it inaccessible to non-avian (bird) at-large animals;

(Ord. No. 2014-01, 4-21-14)

Secs. 14-9—14-35. - Reserved.

## ARTICLE II. - DOGS

### DIVISION 1. - GENERALLY

Sec. 14-36. - Collar and license.

- (a) No person shall own, keep, possess, harbor or have the care or charge of any dog which is at least six months old unless such dog shall wear a collar to which is attached the license tag provided for by state law. This section shall not apply to any person transporting a dog through the city, such dog being taxed at the residence of the owner. The fee for such a license shall be established by Calhoun County.
- (b) A violation of this section (14-36), shall constitute a civil infraction and complaints shall be processed and punished according to section 1-26 of this Code, et. seq.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-37. - Disposal of dead dogs.

The city departments of public safety and public works shall, upon notice, have the duty of immediately picking up any dead dogs that may be found lying or abandoned upon any street or elsewhere within the city limits and removing such dead dogs.

(Ord. No. 2000-19, § 2, 6-19-00)

Secs. 14-38—14-65. - Reserved.

### DIVISION 2. - IMPOUNDMENT

Sec. 14-66. - Pound; authority.

The city shall provide for a pound. It shall be the duty of the county animal control officer or any city public safety officer to promptly seize, take up and place in the pound all dogs that may be found running at large or being kept or harbored any place within the city contrary to this chapter.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-67. - Redemption from city.

No dog in the custody of the city shall be released to the owner or other person entitled to demand the dog, unless such owner or person shall pay the sum established by resolution of the city council for the care and feeding of such dog, together with any other expenses incurred by the city. No dog shall be released unless it has been immunized and has been properly licensed.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-68. - Transfer to county pound.

Dogs impounded by the city shall, unless redeemed by their owners or other persons entitled to demand dogs, be kept until the regular next working day, at which time they shall be transferred to the county pound.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-69. - Notice to owners.

It shall be the duty of the department of public safety, as soon as any dog is received by the officer under this chapter, to serve notice of impoundment in writing upon the owner of such dog, if such owner is known, and further to take reasonable steps to ascertain the identity of the owner.

(Ord. No. 2000-19, § 2, 6-19-00)

Secs. 14-70—14-95. - Reserved.

### DIVISION 3. - VICIOUS OR RABID DOGS

Sec. 14-96. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Owner* means a person keeping, possessing, harboring or having the care or custody of a dog.

*Vicious dog* means any dog:

- (1) With a known propensity, tendency or disposition to attack without provocation; to cause injury; or to otherwise threaten the safety of human beings or domestic animals;
- (2) Which, without provocation, has attacked or bitten a human being or domestic animal;
- (3) Owned or harbored primarily or in part for the purpose of dog fighting or trained for dog fighting; or
- (4) Which, without provocation, chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack.
- (5) However, a vicious dog does not include any of the following:
  - a. A dog that bites or attacks a person who provokes or torments the dog, or
  - b. A dog that bites or attacks a person who is knowingly trespassing on the property of the dog's owner, or
  - c. A dog that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.

*Provoke* means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack by an ordinary dog.

*Torment* means an act or omission that causes unjustifiable pain, suffering, and distress to an animal, or causes mental and emotional anguish in the dog as evidenced by its altered behavior, for a

purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-97. - Exemptions.

The following exemptions shall apply to this division:

- (1) This division shall not apply to dogs used by a police department or law enforcement agency.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-98. - Harboring a vicious or rabid dog.

- (a) No person shall own or harbor a vicious dog, except pursuant to section 14-102, or a dog that has been bitten by any animal known to have been afflicted with rabies.
- (b) Any person who shall have in his possession a dog which has contracted rabies or which has been subjected to rabies or which is suspected of having rabies or which has bitten any person shall, upon demand of a public safety officer or the city health officer, produce and surrender such dog to the officials stated in this subsection to be held for observation as provided in this division. It shall be the duty of any person owning or harboring a dog which has been attacked or bitten by another dog or another animal showing the symptoms of rabies to immediately notify a public safety officer or the health officer that such person has such a dog in his possession. Whenever a dog is brought to the pound after having bitten any person, a public safety officer may, if deemed necessary and advisable after holding such dog for a sufficient length of time to meet the requirements of the health department for investigation, cause such dog to be destroyed as a vicious dog, pursuant to section 14-102.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-99. - Declaring a dog vicious.

If a public safety officer has reasonable cause to believe that a dog is vicious, the chief of public safety, or his designee, may declare it to be a vicious dog and may direct that the dog be immediately impounded.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-100. - Notice of vicious dog declaration.

Within five days of declaring a dog vicious, the chief of public safety, or his designee, shall notify the dog's owner in writing of the declaration of viciousness. The notice shall identify the requirements and conditions for maintaining a vicious dog as set forth in this division. If the owner cannot be located, the dog may be immediately impounded, and notice shall be posted on the owner's property or sent by first class mail to the owner's last known address.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-101. - Requirements for keeping vicious dog.

The owner of a vicious dog who wishes to keep the vicious dog, shall be subject to the following:

- (1) *Confinement.* All vicious dogs shall be securely confined indoors or in an enclosed and locked pen or structure upon the premises of the owner. The pen or structure must have minimum dimensions of five feet by ten feet and must have secure sides and a secure top attached to the sides. If no bottom is secured to the sides, the sides must be imbedded into the ground no less than two feet. All pens or structures must be adequately lighted and kept clean and sanitary. The enclosure must also protect the dog from the elements. The dog must be provided with fresh water at all times and fed regularly.
- (2) *Leash and muzzle.* The owner of a vicious dog shall not allow the dog to go outside the house or its kennel, pen or structure unless the dog is muzzled, restrained by a chain or leash not more than four feet in length, and under the physical control of a person of at least 14 years of age. The muzzle must not cause injury to the dog or interfere with its vision or respiration, but must prevent the dog from biting any human or animal.
- (3) *Signs.* The owner of a vicious dog shall display in a prominent place on the owner's premises a clearly visible warning sign indicating that there is a vicious dog on the premises. The sign must be readable from the public highway or thoroughfare. The owner shall also display a sign with a symbol warning children of the presence of a vicious dog. Similar signs shall be posted on the dog's kennel, pen or enclosed structure.
- (4) *Insurance.* The owner of a vicious dog must provide proof to the city clerk that the owner has procured public liability insurance of at least \$1,000,000.00 per dog insuring the owner, with the city named an additional insured, for any damage or personal injury which may be caused by the owner's vicious dog.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-102. - Impoundment and destruction of vicious dog.

After the chief of public safety has ordered the impoundment of a dog he shall apply to the district court for the destruction of a dog by filing a sworn complaint if:

- (1) The dog has attacked, bitten or injured a human being or domestic animal; or
- (2) The dog is a vicious dog as defined in section 14-96 and/or the owner has failed to comply with the requirements and conditions for keeping a vicious dog as required in section 14-101; or
- (3) The dog poses a threat of serious harm to the public health or safety; or
- (4) The dog is rabid; or
- (5) There is any other reason provided by this Code or state law.

The chief of public safety, or his designee, may ask the court to impose the conditions in section 14-101 on continued ownership of a dog that the court determines to be vicious but does not meet the criteria for destruction.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-103. - Notice of impoundment.

Under this division, within five days of an impoundment, the city shall notify the dog's owner in writing of the impoundment in accordance with the notification procedure set forth in section 14-100.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-104. - Change of status of vicious dog.

The owner of a vicious dog shall immediately notify the chief of public safety if the vicious dog is unconfined and on the loose or has attacked a human being or domestic animal.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-105. - Change of ownership of vicious dog.

If the owner of a vicious dog sells, gives away or otherwise transfers ownership of the vicious dog, he shall within three days provide the chief of public safety with the name, address and telephone number of the new owner. The previous owner shall notify the new owner of the dog's designation as a vicious dog and of the requirements and conditions for keeping a vicious dog.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-106. - Fighting.

No person shall possess, harbor or maintain care or custody of any dog for the purpose of dog fighting nor shall any person train, torment, badger, bait or use any dog for the reason of causing or encouraging the dog to attack human beings or domestic animals.

(Ord. No. 2000-19, § 2, 6-19-00)

Sec. 14-107. - Penalty for violation.

Any person who violates any provision of division 3 shall, upon conviction, be punished by a fine of not less than \$100.00 and not more than \$500.00 or imprisonment of not more than 93 days in jail or by both fine and imprisonment. Such violator shall also be liable for all reasonable costs incurred by the city in enforcing this division.

(Ord. No. 2000-19, § 2, 6-19-00)

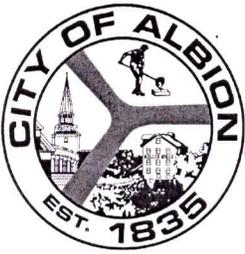
Secs. 14-108—14-110. - Reserved.

#### DIVISION 4. - HARBORING NOISY DOGS

Sec. 14-111. - Noisy dogs.

No person shall harbor or keep any dog which by loud or frequent or habitual barking, yelping or howling shall cause a serious annoyance to the neighborhood or to people passing upon the streets. A violation of this section shall constitute a civil infraction and complaints shall be processed and punished according to section 1-26 of this Code, et seq.

(Ord. No. 2000-19, § 2, 6-19-00)



# Council Action Summary Sheet

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<b>Agenda Item #:</b>	
<b>Agenda Item Title:</b>	<i>Council/Manager Work Sessions – City Manager Goals and Priorities</i>
<b>Meeting Date:</b>	October 7, 2019
<b>Submitted by:</b>	Darwin McClary, City Manager
<b>Contact Information:</b>	(517) 629-7172; dmccclary@cityofalbionmi.gov
<b>Agenda Item Approvals:</b>	<input type="checkbox"/> City Clerk <input type="checkbox"/> Finance Director/Treasurer <input type="checkbox"/> City Attorney <input checked="" type="checkbox"/> 4 City Manager

### Background Brief:

City Manager McClary is respectfully requesting that the city council schedule one or more work sessions for the purpose of discussing and formulating goals and priorities for which the City Manager should devote his attention and efforts for the next 3 months, 6 months, and 1 year. The City Manager will use the information and direction provided during the work session(s) to assist in task assignment scheduling, project management prioritization, budget resource allocation, and other considerations for the next year to assist the city council in completing its key legislative priorities.

### Alternatives Analysis:

1. **Take no action.** If the city council takes no action on this matter, the City Manager will lack valuable information and clear direction from council on its key priorities for the upcoming year. The lack of information will seriously hinder a coordinated team effort between council and administration in completing the council's priority projects and legislative goals.

### Summary of Previous Council Action:

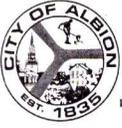
None

### Financial Impact:

None

### Recommended Motion(s):

To schedule council work sessions for the following dates and times for the purpose of discussing and formulating priorities and goals for the City Manager for the next 3 months, 6 months, and 1 year, together with completion timelines, cost estimates, and performance



benchmarks: (1) \_\_\_\_\_ at \_\_\_\_\_ am/pm; (2) \_\_\_\_\_ at \_\_\_\_\_ am/pm;  
and \_\_\_\_\_ at \_\_\_\_\_ am/pm.

**Attachments:**

None



# City of Albion

## DPS MEMORANDUM

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To: City Council  
From: Kent Phillips  
Date: 10/3/19  
Subject: Boiler Expense

Council,

An Emergency repair was required on the Sludge Heating Boiler at the Wastewater Treatment Plant. The Boiler is an integral part of the treatment process. In order to treat sludge it must maintain a constant temperature. The heat exchange tubes failed and needed to be replaced to remain compliant with our permit.

The Heat Exchanger boiler was purchased in the plant upgrades of 1978. This emergency repair of tube replacement was performed over a two week period in July of 2019 by Monarch Welding at a cost of \$10,152.19. We do have this amount budgeted in line item 590-536-781 Maintenance of pump equipment. The repair should add approximately ten years to the life of this piece of equipment which we may be able to capitalize rather than expense.

**Kent Phillips**  
**Acting Director of Public Services**  
**City of Albion**  
**Department of Public Services**

---

Cc:



# W & Engineering, Inc.

Boiler Repair · ASME Shop Fabrication · Structural Erection · Mechanical Installation

WASTEWATER TREATMENT PLANT  
 ACCOUNTS PAYABLE  
 100 BROWNSWOOD DR.  
 WASTEWATER, MI 49224

*Handwritten:* 100  
8/11/19

**INVOICE ID: 1949**

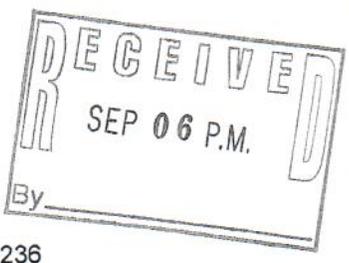
CUSTOMER ID: U-ALB001  
 CONTRACT ID: U-A1754-BM

Date: 7/18/2019	PO NO:	Terms: Net 30 Days
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**WORK DESCRIPTION:**  
 LABOR, MATERIAL AND EQUIPMENT NECESSARY TO RETUBE THE ENVIREX SLUDGE HEATING BOILER.  
 REFERENCE TO MONARCH QUOTE #319-217.

Labor						
Union	Class	Pay ID	Shift	Hours	Rate	Amount
BM	GENERAL FOREMAN	ST	1	22.00	117.38	2,582.36
BM	JOURNEYMAN	ST	1	22.00	101.76	2,238.72
TM	TEAMSTER	ST	1	18.00	72.49	1,304.82
	GENERAL SUPERVISOR	ST	1	4.00	127.54	510.16
				Labor sub-total	66.00	6,636.06

Subcontract			
Vendor	Description	Invoice	Amount
DAVID HUGHES	MACHINING	409465	115.50
Subcontract sub-total			115.50



Material			
Vendor	Description	Invoice	Amount
CSE MORSE, INC.	FABRICATION	29424	393.57
EVOQUA WATER TECH.	GASKETS/O-RINGS	904039236	94.91
WOLVERINE BOILER & TUBE	BOILER TUBES	24723	370.70
Subcontract sub-total			859.18

Equipment				
Vendor/Equipment	Qty/Inv	UOM	Rate	Amount
BURNING OUTFIT	2.00	/DAY	53.44	106.88
FAN	3.00	/DAY	69.44	208.32
DISC GRINDER	6.00	/DAY	53.44	320.64
ROLLING MOTOR	1.00	/DAY	227.27	227.27
PICK-UP TRUCK	6.00	/DAY	53.27	319.62
SERVICE TRUCK	22.00	/HOUR	22.52	495.44
TUBE EXPANDER	1.00	/DAY	72.20	72.20
Equipment sub-total				1,750.37

Other				
Vendor/Item	Qty/Inv	UOM	Rate	Amount
R1 DOCUMENT REVIEW	1.00	/EACH	193.21	193.21
MILEAGE	360.00	/MILE	1.25	450.00
STATE OF MI PERMIT	1.00	/FEE	147.87	147.87
Other sub-total				791.08

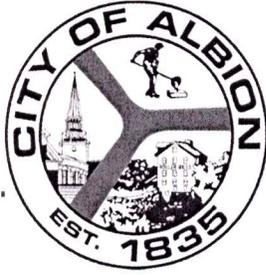
**Amount Due This Invoice \$ 10,152.19**

*Handwritten:* EQA-536-776 *Signature*

Subj: **SUMMARY OF RESULTS – INDEPENDENT INVESTIGATION**

**BACKGROUND:** Albion City Council voted on June 3, 2019 to have a comprehensive investigation conducted into a November 24, 2018 incident and the City’s subsequent handling of the incident, including the termination of a Public Safety Officer (“PSO”) in February 2019. During the months of July and August 2019, Attorney Nancy L. Niemela of the law firm Keller Thoma conducted the investigation. Individual interviews were conducted with members of the Albion Department of Public Safety (ADPS), the mayor and all members of the city council. As a part of the independent investigation, ADPS policies, and all internal and external investigation reports related to the November 24, 2018 incident were reviewed.

The independent investigation found that the ADPS properly initiated an internal and external investigation based upon the Department’s policies. The external investigating agency (Michigan State Police) was supplied with all body camera footage related to the incident. City Administration properly notified the Council in a timely manner of the employment actions taken in conjunction with the internal investigation.



# Memorandum

Office of the City Manager

**TO:** Honorable Mayor Atchison and Albion City Council  
**FROM:** Darwin D. P. McClary, City Manager  
**DATE:** October 2, 2019  
**RE:** **CITY MANAGER'S REPORT**

## MEETING WITH MAYOR ATCHISON

Mayor Atchison and I met on September 30 to discuss several items of importance:

- City Manager's Work Routine – My office hours are 8:00 AM to 5:00 PM with a one-hour lunch period. My daily meeting schedule varies considerably.
- Lines of Communication – I encourage city council members to communicate directly with department heads when you have questions on routine matters, such as department procedures, policies, methods of completing specific work, and similar inquiries to which department heads should have immediate answers. Please contact me with requests for work tasks (i.e., research items, a project, or any other matter requiring action), and I will coordinate such requests with city staff. These procedures will help to ensure that you receive timely answers to questions as well as timely and proper coordination of work.
- Process for Setting City Council Agenda – The City Clerk is responsible for preparing and disseminating the city council meeting agendas to council members, staff, and the public. Agenda items must be submitted to the clerk no later than Wednesday at noon the week prior to regular council meetings so that agenda packets can be prepared and disseminated to city council by Thursday afternoon as requested by council. I am working with city staff to develop a "Council Action Summary Sheet" for staff's submission of agenda items to council so that a uniform and complete submission and request for action is presented to council on all matters. Attached is a draft for council's information. I would appreciate any feedback or suggestions from council members regarding this format. Please keep in mind that staff members do not have adequate time to review and make recommendations on agenda items submitted by the city council unless they are requested at the previous council meeting.
- Priority Based Budgeting - Mayor Atchison inquired about the possibility of moving from the city's current incremental budgeting method to Priority Based Budgeting (PBB) and whether I felt PBB was beneficial. PBB is a budgeting method that allocates the city's scarce resources to the community's established priorities. PBB is undertaken after the community has completed a comprehensive visioning and strategic planning process. If council is interested in exploring PBB further, I would be happy to talk to you further about this important budgeting method.

- Election Integrity – Mayor Atchison discussed with me his concerns about insuring that the city’s election systems and processes are free, fair, open, secure, accurate, and worthy of the public’s trust and confidence. City Clerk Domingo works hard to make sure that these election goals are accomplished, and administration will continue make these goals a top priority.

#### REGULAR MEETINGS WITH COUNCIL MEMBERS

Mayor Atchison and I have established a regular meeting schedule for the two of us to discuss items of importance or concern, and I invite and encourage each council member to schedule similar individual regular meetings with me. These regular meetings help to improve communication and understanding of priority issues and create a strong, positive working relationship between council members and the City Manager. I will follow up with council with some suggested meeting days and times.

#### MANAGEMENT TEAM MEETING

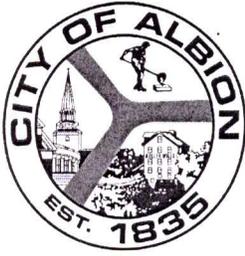
On October 1, I held the first management team meeting with department heads and key management staff for introductions and discussion of some key issues. I shared with them my thoughts on the values we should always adhere to in creating and maintaining a high-performance municipal organization (attached is a copy of my “Organizational Values for Municipal Excellence). We have an awesome team that is truly dedicated and committed to these values. I appreciated the opportunity to meet and talk with our management team, and we will be meeting after each regular council meeting to review council actions, work tasks, and department projects and issues, among other items.

#### BUILDING AUTHORITY MEETING

I attended the Albion Building Authority meeting on October 2. The building authority requested my assistance with issues regarding grant funding for the Food Hub building renovations and in preparing and advertising its Request for Qualifications (RFQ) for property management services for Maple Grove Apartments.

#### PURCHASING AND BIDDING PROCEDURES

I am working with city staff to develop streamlined procedures for the preparation, advertisement, acceptance, opening, and awarding of bids under the city’s purchasing policies. Part of this effort will involve the utilization of the Michigan Intergovernmental Trade Network (MITN) web-based bid system, as well as including monies in the FY 2020 budget to purchase BS&A’s purchase order system. I will discuss these items with council in more detail at a later date.



# Council Action Summary Sheet

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<b>Agenda Item #:</b>	
<b>Agenda Item Title:</b>	
<b>Meeting Date:</b>	
<b>Submitted by:</b>	
<b>Contact Information:</b>	
<b>Agenda Item Approvals:</b>	<input type="checkbox"/> City Clerk <input type="checkbox"/> Finance Director/Treasurer <input type="checkbox"/> City Attorney <input type="checkbox"/> City Manager

**Background Brief:**

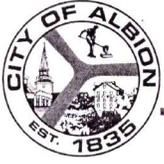
**Alternatives Analysis:**

**Summary of Previous Council Action:**

**Financial Impact:**

**Recommended Motion(s):**

**Attachments:**



## ORGANIZATIONAL VALUES FOR MUNICIPAL EXCELLENCE

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### TRUST

- We will maintain honesty, integrity, and the highest ethical standards in everything we do.
- We will be competent, reliable, dependable, fair, and consistent in our actions.
- We will be fair, courteous, approachable, and accessible in serving our citizens, businesses, and visitors.

### QUALITY

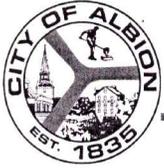
- We will strive for excellence, professionalism, and pride in our work.
- We will provide the best quality public services and programs to our citizens, businesses, and visitors.
- We will expect quality in work, products, and service from employees, vendors, and contractors.

### INNOVATION

- We will support innovative ideas and reasonable risk-taking in program development and service delivery.
- We will strive to recognize and take advantage of all opportunities that benefit our community and organization.
- We will encourage creative thinking in fiscal management to achieve cost savings and identify new revenue sources.
- We will accept that innovators have their fair share of failures, and we will understand that our failures lead to valuable learning, professional growth, and greater competency.

### INDIVIDUALISM

- We will respect individuals, value their uniqueness, and be sensitive to their needs.
- We will embrace the rich diversity of our workforce, citizenry, and visitors and will seek to create an organization that reflects the diversity of our community, state, and country.
- We will treat all people with fairness, dignity, and respect in the provision of municipal services and programs.
- We will seek ideas and participation from individuals from all levels of our organization and from the community at large in our continuous improvement efforts and in our decision making.
- We will encourage individual initiative and acceptance of responsibility.



## ORGANIZATIONAL VALUES FOR MUNICIPAL EXCELLENCE

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### TEAMWORK

- We will recognize that no one person can accomplish the community's mission alone.
- We will value teamwork and understand that our own actions reflect on the rest of the team.
- We will work cooperatively to accomplish our mission and goals.
- We will promote open, honest, and unfettered communication whenever possible so that we understand our own and each others' roles and impact on our organization and our community.

### EFFECTIVE SERVICE

- We will strive for timely, efficient, and effective public service.
- We will be trendsetters and leaders in municipal government and services.
- We will conduct sound and prudent financial management.
- We will take pride in conserving public resources.
- We will cooperate with other public and private entities in the conduct of our work without sacrificing the best interests of our community.

### FUTURE ORIENTATION

- We will make decisions that endure the test of time.
- We will control our own destiny.
- We will promote our community's financial security and independence for the long term.
- We will work tirelessly in the pursuit of our organization and community vision.
- We will create and sustain a place that ALL people and businesses are proud to call HOME.