



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.

REVISED AGENDA

COUNCIL MEETING Monday, June 17, 2019 7:00 P.M.

David Atchison
Mayor

Vicky Clark
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Sonya Brown
Mayor Pro-Tem
Council Member
3rd Precinct

Marcola Lawler
Council Member
4th Precinct

Jeanette Spicer
Council Member
5th Precinct

Shane Williamson
Council Member
6th Precinct

Scott Kipp
Interim City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

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

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

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)
- VI. PRESENTATIONS AND RECOGNITIONS
 - A. Rental Certification Committee Update
 - B. ARC Update
 - C. Homestead Bank's 130th Anniversary Proclamation
- VII. PUBLIC HEARING-None
- VIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- IX. CLOSED SESSION-None
- X. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
 - A. Approval Study Session Minutes, May 29, 2019
 - B. Approval Study Session Minutes, June 3, 2019
 - C. Approval Regular Session Minutes, June 3, 2019
- XI. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval to Place Delinquent Water Bills & Abatements on Tax Bills
 - B. Request Approval Settlement Agreement with Wells Equipment



CITY OF ALBION

CITY COUNCIL MEETING AGENDA

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

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- C. Discussion/Changes to Single Hauler Contract with Granger Container Service
- D. Request Approval Resolution # 2019-23, A Resolution to Approve M-199 Road Diet
- E. Request Approval of Michigan Economic Development Corporation (MEDC) with the City of Albion to Provide Funding to Replace Aging Utilities & Infrastructure of the Albion Wastewater Treatment Plant
- F. Request Approval Consumers Energy Change in Standard Lighting Contracts
- G. Approval - Confirmation of Initial Appointments Housing Ad hoc Committee:
 - Councilmember Lawler
 - Councilmember Williamson
 - Mary Slater
 - Rob Reed
 - Rick Lang
 - Albion EDC
 - Albion Chamber of Commerce / Visitors Center
 - Calhoun County Land Bank
- H. Request Approval for Purchase of DPW Equipment
- I. Request Approval Resolution # 2019-25, To Set 2019 Tax Levy
- J. Discussion-Alcohol Use/Permits-Public Streets/Parks
- 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
Study Session Minutes
May 29, 2019

I. CALL TO ORDER

Mayor Atchison opened the study session at 6:00 p.m.

II. ROLL CALL

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

ABSENT: Marcola Lawler (4) and Shane Williamson (6).

STAFF PRESENT:

Scott Kipp, Interim City Manager/Chief Public Safety; Haley Snyder, Acting Assistant City Manager/Deputy Clerk/Treasurer; City Clerk and Cullen Harkness, City Attorney.

III. ITEMS FOR INDIVIDUAL DISCUSSION

A. 2nd Grocery Store

Mayor and Council Members identified the following as driving factors behind seeking an additional grocery store:

Council Member Clark (1):

- Prices at Family Fare are rather high.
- Do not currently shop here in town. Works out of town and shops out of town.
- There are somethings the grocery store does not carry in general – for instance, limited Hispanic food selection.

Council Member Reid (2):

- Prices are high here in town.
- Take senior residents shopping out of town and hear comments on how their money does not go very far.

Council Member Brown (3):

- Our City is identified as a food desert.
- Community garden has worked to fix the issue; however, having a second grocery store could help to address the issue.
- Do not currently shop here in town due to high prices.

Council Member Spicer (5):

- Agree with other Council Member comments regarding high prices here in town.
- Work and shop out of town.
- Offering a second option to residents could help to keep money in town.

Mayor Atchison stated a general consensus on driving factors – lower prices, offer more of a variety, and fresh produce.

Amy Deprez, AEDC President provided Council with previous efforts taken, obstacles, and possibilities on bring in an additional grocery store:

- Recently approved the AEDC Strategic Plan – providing other shopping options are included in goals 1, 4, and 7.
- AEDC Office researching and trying to understand current trends with grocery stores.
- Shrinking middle class creates a major obstacle with attracting additional grocery retail.
- Expansion of delivery options – Wal-Mart, Meijer, & Amazon
- Destination Shopping – offer more than just shopping (beer/wine and coffee available while shopping) – Horrocks.
- Urban Development – a Target opening in downtown East Lansing with high-rise apartments on top.

Obstacles:

- Demographics – do not have the population count, or foot traffic.
- Expendable income.
- Three (3) Dollar Stores located in our community.
- Shifting away from rural grocery stores with shrinking of the middle class.
- The City has to have something to offer – great risks for developers to come to our community.

Possibilities & Easy Targets:

- Discussion with Family Fare – discuss what is not acceptable for our community.
- Define what the true needs are – butcher market, produce market, etc.
- Incentives are available – none at Federal level, CDBG funds and CRP (community redevelopment program) available at State level.
- ARC – offer redevelopment subsidized space.

- Strip Mall Developers – interested in incenting developers to come to our community.
- Partner with Albion Food Hub – possible Food Co-Op.

Council Member Clark and Brown offered to take the lead on this goal and work with Assistant City Manager Snyder to develop a survey to disseminate to residents to help identify what our needs are as a community.

Comments were received from Council Members Clark, Reid, Brown, Spicer; Mayor Atchison; Amy Deprez, AEDC President, and Joyce Spicer, AEDC Board President.

B. Senior/Affordable Housing

Amy Deprez, AEDC President provided Council with an update, obstacles, and possibilities on housing developments:

- Currently, the City has a lot going on with potential housing. There are many prospects, but the process takes time.
- Calhoun County Land Bank Authority (CCLBA) conducted a Target Market Analysis study in 2014. Received good info on demands in our area.
- The City's needs are in every single category – single family homes, apartments, condos/townhomes, complexes etc.

Obstacles:

- There is a lack of skilled workers for housing projects.
- Builders are choosing \$300k and up homes to develop.
- City's demographics.
- Lack of comparable – many vacant areas are located on contaminated sites.
- Consensus of Council – how stable is the community?
- Lack of full time City Manager.

Comments were received from Council Members Clark, Lawler, Brown, Spicer, Reid and Williamson; Mayor Atchison and Interim City Manager/Chief Public Safety Kipp.

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

Comments were received from Garrett Brown, 1016 S. Superior St and Mary Slater, 517 E. Michigan Ave.

V. CITY MANAGER REPORT-None

VI. MAYOR AND COUNCIL MEMBER COMMENTS

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

VII. ADJOURNMENT

Spicer moved, Brown supported, CARRIED, to adjourn the study session. (5-0, vv)

Mayor Atchison adjourned the Study Session at 7:51 p.m.

Date

Haley Snyder
Acting Assistant City Manager
Deputy Clerk/Treasurer

City of Albion
Study Session Minutes
June 3, 2019

I. CALL TO ORDER

Mayor Atchison opened the study session at 6:00 p.m.

II. MOMENT OF SILENCE

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

PRESENT: Vicky Clark (1), Lenn Reid (2), Sonya Brown (3); Marcola Lawler (4), Shane Williamson (6) and Mayor Atchison.

ABSENT: Jeanette Spicer (5) was absent.

STAFF PRESENT:

Scott Kipp, Acting City Manager/Chief Public Safety; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; John Tracy, Director Planning, Building & Code Enforcement and Haley Snyder, Acting Assistant City Manager/Deputy Clerk/Treasurer.

V. ITEMS FOR INDIVIDUAL DISCUSSION

A. Discussion Ad hoc Committee for Workforce Development

Mayor and Council Members identified the following as factors for an Ad hoc Committee for Workforce Development:

Mayor Atchison:

- Lack of tradesman in the community
- Interested in trades involving construction

Council Member Brown:

- Important to hear from the community to discuss barriers and obstacles for entering the workforce
- Data pertaining to high school dropout rates

Council Member Reid:

- Classes and/or hands-on training for carpentry, welding and appliance repair

Representatives for the Committee should include:

- Local contractors and urban trades
- Representative from Opportunity High School
- Representative from Kellogg Community College
- Aspiring business owners
- Representative from Michigan Works

Council Member Brown will take the lead on this committee. Mayor Atchison suggested working with the EDC on getting a list of local contractors.

B. Rental Certification

Director of Planning, Building & Code Enforcement Tracy detailed the timeline of rental certification as follows:

2020 (1st yr.):

- Registration
- Registration Cost-\$25.00 per unit
- Determine number of rentals
- Four (4) training classes/informational meetings (1 per quarter) for landlords

2021 (2nd yr.):

- Inspect first half of the registered apartments & single-family dwellings
- Outsource the inspections. Would not be subsidized by tax payers
- Make adjustments to system as necessary
- Two (2) training/informational meetings for landlords
- Information packets for renters

2022 (3rd yr.):

- Inspect second half of registered apartments & single-family dwellings
- Make adjustments to system as necessary
- Re-inspect units every 2 years unless there is a complaint
- Two (2) training/informational meetings for landlords
- Information packets for renters

- Inspections will be based on the 2015 International Property Maintenance Code
- Inspection cost per unit will be approximately \$66.00
- Average wait time for a permit is two days
- The following City ordinances are enforced separate from Rental Certification:
 - Zoning

- Solid Waste. Required refuse storage and pick-up, littering and related refuse violations
- Noxious vegetation
- Snow & ice removal
- Abandoned vehicles (A.D.P.S.)
- Parking Violations (A.D.P.S.)

Comments were received from Council Member Clark and Mayor Atchison.

VI. 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 Jerry Atkins, 10792 27 Mile Rd; John Tracy, Director of Planning Building & Code Enforcement and Jim Stuart, 205 W. Oak St.

VII. CITY MANAGER REPORT-None

VIII. MAYOR AND COUNCIL MEMBER COMMENTS

Comments were received from Council Member Clark; Mayor Atchison; City Attorney Harkness and John Tracy, Director Planning, Building & Code Enforcement.

IX. ADJOURNMENT

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

Mayor Atchison adjourned the Study Session at 6:36 p.m.

Date

Jill Domingo
City Clerk

City of Albion
Council Session Minutes
June 3, 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), Marcola Lawler (4); Shane Williamson (6) and Mayor Atchison.

ABSENT: Jeanette Spicer (5) was absent.

STAFF PRESENT:

Scott Kipp, Acting City Manager/Chief Public Safety; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Kent Phillips, Acting Interim Public Services Director; John Tracy, Director Planning, Building & Code Enforcement and Haley Snyder, Acting Assistant City Manager/Deputy Clerk/Treasurer.

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

Mayor Atchison asked for two corrections to the agenda:

- Remove Battle Creek YMCA from presentations as presenter was unable to attend
- Correct ITEM IV from City Attorney to City Council

Clark moved, Williamson supported, CARRIED, to Approve the Agenda with the above corrections. (6-0, vv)

VI. PRESENTATIONS

A. Project Rising Tide Update

Linda LaNoue, Community Development Fellow for Project Rising Tide gave the following update:

- Reaching out to the Community with public meetings on Branding Strategies

- Utilizing the Neighborhood Enhancement Program
- Working & partnering with Community Action Agency and Calhoun County Land Bank
- Working towards receiving additional funds for Federal Home Loan Bank of Indiana & USDA Rural Grants
- Address needs for licensed contractors
- Skill set inventory to help build workforce
- Need for open communication & collaboration
- Working on updating DDA Strategic Plan-Next DDA Meeting will be Wednesday, June 5, 2019 at 7:30 a.m. in the Mayor's Office
- Working on power analysis
- Dam improvements
- Community Branding has taken place-encourage feedback from the community

Comments were received from Council Member Williamson and Mayor Atchison.

B. Battle Creek YMCA

This item was removed from the agenda.

C. HUD Neighborhood Choice Program-Harmony Fierke

Harmony Fierke gave the following overview of the HUD Neighborhood Choice Program:

- The HUD Neighborhood Choice Program supports locally driven strategies to address struggling neighborhoods with public housing.
- The grants will be awarded in August/September of 2019. This will be a three (3) year program that will start in 2020.
- Co-Applicants are MSU and Albion Housing Commission
- The focus of this grant will be in Precincts 1, 2 & 3
- Participants will be public housing residents, residents in Northview, Mather, Grandview and Peabody Place; resident neighborhoods that include public housing and community groups
- Residents will participate in the planning

Comments were received from Council Members Lawler and Williamson 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.)

Comments were received from Tom Hunsdorfer, 803 S. Superior St.

- IX. CLOSED SESSION-The Labor Attorney requests a Closed Session under the Open Meetings Act (Section 15.268 (e), P.A. 267 of 1976, as amended) to consult with the City Attorney regarding trial or settlement strategy in connection with specific pending litigation.

Brown moved, Williamson supported, CARRIED to adjourn to Closed Session. (6-0, vv)

Mayor Atchison adjourned to closed session at 7:40 p.m.

Mayor Atchison re-convened the regular session at 8:10 p.m.

ROLL CALL

PRESENT: Vicky Clark (1); Lenn Reid (2); Sonya Brown (3); Marcola Lawler (4); Shane Williamson (6) and Mayor Atchison.

ABSENT: Jeanette Spicer (5) was absent.

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

A. Approval Regular Session Minutes, May 20, 2019

B. Approval Special Session Minutes, May 23, 2019

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

- XI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Request Approval Seven (7) Medical Marihuana Grower Licenses for Greenhouse Farms, LLC

Comments were received from City Attorney Harkness

Williamson moved, Brown supported, CARRIED to Approve Seven (7) Medical Marihuana Grower Licenses for Greenhouse Farms, LLC as presented. (6-0, rcv)

B. Request Approval 2nd Reading & Adoption Ordinance # 2019-04, An Ordinance to Amend Ordinance 58-161, Fireworks

Comments were received from City Attorney Harkness

Brown moved, Williamson supported, CARRIED to Approve 2nd Reading & Adoption Ordinance # 2019-04, An Ordinance to Amend Ordinance 58-161, Fireworks as presented. (6-0, rcv)

C. Discussion/Approval of Settlement Terms for Personnel Matter

Williamson moved, Brown supported, CARRIED to **TABLE INDEFINETELY** Settlement Terms for Personnel Matter based on Closed Session discussion. (6-0, rcv)

D. Sidewalk Update

Interim Director Public Services Phillips stated the City is moving forward with data collection for the sidewalks and information is being mapped on the GIS system.

Mayor Atchison asked for a timeframe and commitment on sidewalk repairs.

Additional comments were received from Council Members Williamson and Reid and Interim City Manager/Chief Public Safety Kipp.

E. Update on Moving Expenses for Former City Manager

City Attorney Harkness stated based on the agreement made with former City Manager Rufus, she has 120 days from March 18th to pay the City back for moving expenses. These expenses are due to the City by July 16th. At this time, the City has not received any payment from former City Manager Rufus. If the funds are not paid by July 16th, 2019 the City may sue the former City Manager for the funds.

F. Discussion Single Hauler Contract

Council Member Lawler stated she is concerned with the benefits for seniors and veterans pertaining to the single hauler. The contract expires on 3-31-2020 and she would like the Council to consider options that benefit all residents. One of the main complaints received from residents is the number of yard waste bags that can be set out for pickup.

City Attorney stated the Council has three (3) options for the Single Hauler Contract:

1. The City can re-negotiate the existing contract with Granger Service
2. The City can send out an RFP and seek competitive bids
3. The City can change the ordinance and revert to multiple haulers

Mayor Atchison asked Interim City Manager/Chief Public Safety to provide Council with a report on the benefits of a single hauler service.

Additional comments were received from Council Members Brown, Reid and Williamson.

G. Discussion Leaf Pick-Up

Council Member Lawler stated the following:

- Leaves remain in the gutters/streets when the snow plowing begins
- The single hauler service only allows for 6 bags of waste service per week which isn't enough for residents with large yards
- The tree dump is no longer available for leaves
- Is it possible to negotiate with Granger the number of lawn waste bags residents may put out each week? i.e. Instead of 6 bags per residence, a flat number of bags city wide.
- Would also like to receive information from neighboring communities on how they handle their leaves.

Mayor Atchison asked if there was a long-term plan for the tree dump and that a recommendation be provided to Council.

Interim Director of Public Services Phillips stated the options would be:

- Hauling yard waste to a recycling location or
- Composting ourselves which would require hiring an employee and additional equipment.

Interim City Manager/Chief Public Safety stated the City is working on removing the leaves/yard waste already at the tree dump.

H. Discussion Vaping Ordinance

City Attorney Harkness stated there is a growing number of minors using vaping devices and has increased significantly in the last year. A pair of bills awaiting the Governor's signature would make it illegal to sell vaping products to minors and for minors to be in possession of vaping products. City Attorney Harkness stated the City may also pass a local ordinance for minors in possession and sale of vaping products to minors.

Interim City Manager/Chief Public Safety Kipp stated there has been an increase in vaping in schools in the area.

It was the general consensus of Council for Attorney Harkness to draft a local ordinance prohibiting the sale of vaping products to minors and minors in possession of vaping products.

City Attorney Harkness will draft ordinance and bring to Council for approval at a future meeting.

Additional Comments were received from Council Members Brown and Williamson.

I. Discussion Trash Cans Along the Walking Trail

Council Member Brown stated she had spoken with Interim City Manager/Chief Public Safety Kipp and a few trash cans had been located and will be placed on the trail.

J. Discussion/Approval City Manager Recruitment Salary Range

Council Member Reid made a motion to set the Salary Range for the City Manager at \$85,000-\$110,000

Council Member Williamson asked to make a friendly amendment to Council Member Reid's motion and add based on qualifications and experience.

Comments were received from Council Members Brown, Williamson and Lawler; Mayor Atchison; City Attorney Harkness and Interim City Manager/Chief Public Safety Kipp.

Reid moved, Lawler supported, CARRIED to Approve a Range of \$85,000-\$110,000 based on qualifications and experience as the City Manager Recruitment Salary Range. (6-0, rcv)

K. Discussion North Street Improvement Project Update

Interim Director Public Services Phillips stated there are cutting the water main crosses at three of the intersections of North Street and the project is moving forward.

L. Discussion Irwin Avenue Street Improvement Project Update

Interim Director Public Services Phillips have the following update on the Irwin Avenue Street Project:

- We have had a few setbacks with this project
- We deal with the MEDC, MDOT & DEQ and they all want final approval of any changes to the project

- An addition was made for to fix a shut-off valve that is stuck in the closed position on Superior Street which creates an additional scope of work
- Required by the DEQ that all lead/cooper/brass services be replaced
- Bids for the project are due June 25, 2019
- Due to bids going out later than anticipated, it is anticipated that a 25% increase in costs will occur
- Working on the detour routes for Irwin Avenue

Comments were received from Mayor Atchison.

M. Discussion/Approval of Independent Investigation Scope of Work/Parameters

Comments were received from Council Members Brown, Clark and Reid; Mayor Atchison and City Attorney Harkness.

Council Member Brown made a motion for the Scope of Work for the Independent Investigation include a Comprehensive investigation and Comprehensive Report of the 11/24 Incident and Handling of the Incident; Recommended Changes to Policies and Procedures; Recommended Trainings and Include but not Limited to Interviewing Officers, Personnel and Council Members.

Brown moved, Lawler supported, CARRIED to Approve the Independent Investigation Scope of Work/Parameters to Include a Comprehensive investigation and Comprehensive Report of the 11/24 Incident and Handling of the Incident; Recommended Changes to Policies and Procedures; Recommended Trainings and Include but not Limited to Interviewing Officers, Personnel and Council Members. (6-0, rcv)

N. Request Approval Resolution # 2019-22, A Resolution to Support the “Transforming Albion” Project, under a HUD ‘Choice of Neighborhoods’ Grant Application; Authorizing to Enter into a Memorandum of Understanding with Michigan State University’s School of Planning, Design and Construction for the Grant Activities; and Authorizing a Firm Commitment of Local Cash Contribution to the Planning Phase of “Transforming Albion”

Comments were received from Council Members Lawler and Brown; City Attorney Harkness; Interim City Manager/Chief Public Safety Kipp; Acting Assistant City Manager/Deputy Clerk/Treasurer Snyder and Harmony Fierke.

Williamson moved, Brown supported, CARRIED to Approve Resolution # 2019-22, A Resolution to Support the “Transforming Albion” Project, under a HUD ‘Choice of Neighborhoods’ Grant Application; Authorizing to Enter into a Memorandum of Understanding with Michigan State University’s School of

Planning, Design and Construction for the Grant Activities; and Authorizing a Firm Commitment of Local Cash Contribution to the Planning Phase of "Transforming Albion" as presented. (6-0, rcv)

XII. FUTURE AGENDA ITEMS

The following items were requested for the next agenda:

- City Attorney Harkness would like the settlement agreement for Wells Equipment
- Council Member Lawler would like Negotiation of Single Hauler Contract
- Council Member Brown would like update from Rental Certification Committee
- Council Member Clark would like an Update from ARC/ACE

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 Renee Miller, 208 Booth Dr; Linda Culver, 105 Irwin Avenue; Ilene Williams; Lonnie Brewer, 1200 Hillside Rd and Calhoun County Commissioner Gary Tompkins.

XIV. CITY MANAGER REPORT

Interim City Manager Kipp provided the following City Manager Report:

- The grass on Dalrymple & Erie Street will be taken care of and mowed
- Application for demolition permits have been submitted for 604, 608 and 610 W. Broadwell St.

XV. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Members Reid and Brown and Mayor Atchison.

XVI. EXCUSE ABSENT COUNCIL MEMBER (S)

Brown moved, Reid supported, CARRIED, To Excuse Council Member Jeanette Spicer (5). (6-0, vv)

XVII. ROLL CALL

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

ABSENT: Jeanette Spicer (5) was absent.

XVIII. ADJOURNMENT

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

Mayor Atchison adjourned the Regular Session at 9:20 p.m.

Date

Jill Domingo
City Clerk

**DELINQUENT WATER BILLS
TO BE ADDED TO THE 2019 SUMMER TAX BILLS**

| Acct | Parcel | Service Address | Utility Customer | Tax Cert Amount | Property Owner | Comments |
|-----------|---------------|------------------|--------------------------------|--------------------|-----------------------------|----------|
| 11-030-02 | 51-000-686-00 | 107 N BERRIEN | M & A ALBION REAL ESTATE | \$401.24 | Albion College | |
| 11-031-11 | 51-000-685-00 | 111 N BERRIEN | M&A ALBION REAL ESTATE | \$121.52 | Albion College | |
| 11-071-01 | 51-013-623-00 | 1215 PERRY | HALL, TESSIA | \$261.20 | Hawver, Gary & Tracy | |
| 11-102-15 | 51-000-523-00 | 314 E MICHIGAN | ROOT, JULIE | \$157.66 | Wenger, Kay | |
| 11-102-17 | 51-000-523-00 | 314 E MICHIGAN | REEDY, SARAH | \$51.58 | Wenger, Kay | |
| 11-102-19 | 51-000-523-00 | 314 E MICHIGAN | NEUFER, DONIELLE | \$41.08 | Wenger, Kay | |
| 11-102-20 | 51-000-523-00 | 314 E MICHIGAN | WENGER, KAY | \$2.14 | Wenger, Kay | |
| 12-025-00 | 51-000-183-00 | 106 E CHESTNUT | JONTER PROPERTIES | \$211.20 | JONTER PROPERTIES | |
| 12-040-00 | 51-000-090-00 | 201 E CHESTNUT | MOYE, CALVIN C | \$152.59 | MOYE, CALVIN C | |
| 12-051-01 | 51-000-080-00 | 200 E PINE | DAVIS, JOHN | \$186.39 | Green, Sharon | |
| 12-060-10 | 51-000-060-00 | 300 E PINE | BEARY, GEANNA | \$56.10 | Wall, Jim & Donna | |
| 12-073-05 | 51-009-644-00 | 711 N MONROE | CUNDIFF, SABRINA | \$140.28 | Danny Boy Holdings | |
| 12-096-01 | 51-009-664-00 | 916 N MONROE | WOODWORTH, WILLIAM | \$45.84 | Magoon, Thomas | |
| 12-142-02 | 51-012-133-01 | 915 N IONIA | RICHARDSON, JARREAU | \$111.01 | RICHARDSON, JARREAU | |
| 12-149-08 | 51-012-138-00 | 117 E NORTH | MACDONALD, WILLIAM | \$60.06 | Snyder, Dan & Kathleen | |
| 12-149-10 | 51-012-138-00 | 117 E NORTH | HERRON, TA FURRIUS | \$176.70 | Snyder, Dan & Kathleen | |
| 12-184-01 | 51-012-106-00 | 705 N IONIA | COUSINS, HARRY | \$211.20 | Robbins, Robert | |
| 13-034-05 | 51-005-046-00 | 607 BIDWELL | GREENMAN, WESLEY | \$211.20 | GREENMAN, WESLEY | |
| 13-069-06 | 51-002-551-00 | 410 BURR OAK | FISHER, DUSTIN | \$70.78 | SAUSSER, JONATHAN & KRISTIN | |
| 13-069-07 | 51-002-551-00 | 410 BURR OAK | SAUSSER, JONATHAN & KRISTIN | \$42.80 | SAUSSER, JONATHAN & KRISTIN | |
| 13-091-00 | 51-008-216-01 | 810 BARNES | YATES, MONICA | \$90.22 | YATES, MONICA | |
| 13-098-07 | 51-008-229-00 | 600 FITCH | HAMPTON, THEDRO | \$37.56 | Mihelich, Michael | |
| 13-148-00 | 51-003-248-00 | 1204 SYDENHAM | DESY, KEITH | \$120.12 | Dane, Larry | |
| 13-191-05 | 51-003-307-00 | 1302 BARNES | WR ASSET TRUST | \$105.60 | Rulewicz, Nathan | |
| 14-009-04 | 51-001-990-00 | 825 BURR OAK | ENGELTER, WENDELL | \$32.24 | Bramble, Michele | |
| 14-017-02 | 51-001-998-00 | 921 BURR OAK | HUNT, JANE | \$261.06 | HUNT, JANE | |
| 14-023-12 | 51-011-081-00 | 1009 BURR OAK | WHITE, MONICA | \$123.42 | Halstead, Michael | |
| 14-033-03 | 51-011-248-00 | 807 E BROADWELL | BARTLEY, JD | \$78.86 | Finwerty, Linda | |
| 14-050-10 | 51-011-064-00 | 1014 BURR OAK | SPECTRUM INVESTMENT PROPERTIES | \$131.70 | Claucherty, Nicole | |
| 14-069-03 | 51-011-042-00 | 1022 FITCH | FISHER, KAITLYN | \$48.82 | Galaxy Properties | |
| 14-077-03 | 51-011-053-00 | 901 SHERIDAN CT | MCCORMICK, APRIL | \$143.97 | MCCORMICK, APRIL | |
| 14-099-04 | 51-000-000-00 | 1005 N MINGO | RUMLER, TIMOTHY | \$14.94 | Branham, Shannon | |
| 14-101-09 | 51-011-022-00 | 1009 N MINGO | PAULEY, NICOLE | \$66.50 | Botello, Alicia | |
| 14-119-00 | 51-002-708-00 | 1201 E BROADWELL | DAVIS, DR HORACE | \$216.61 | DAVIS, DR HORACE | |
| 14-162-07 | 51-002-525-00 | 711 DIVISION | NEBELUNG, LAVERN | \$78.14 | NEBELUNG, LAVERN | |
| 14-172-10 | 51-006-258-00 | 822 HALL | FLEMISTER, ASHLEY | \$95.66 | Young, Donald | |
| 14-180-08 | 51-006-266-00 | 916 HALL | MOSLEY, JESSE | \$60.06 | Trine Bros. | |
| 14-206-00 | 51-011-088-00 | 1022 HALL | TACKETT, JULIA | \$113.72 | TACKETT, JULIA | |
| 14-207-01 | 51-011-114-00 | 1021 HALL | JACKSON, DOROTHY | \$56.96 | JACKSON, DOROTHY | |
| 14-233-01 | 51-006-230-00 | 901 HALL | FLORES, NICK | \$50.56 | Flores, Pam | |
| 14-239-02 | 51-006-224-00 | 811 HALL | ERICSON, REBECCA | \$105.60 | ERICSON, REBECCA | |
| 14-259-01 | 51-008-004-00 | 510 MAPLE RIDGE | HALSTEAD, AARON | \$134.98 | Halstead, Michael | |

| | | | | | | |
|-----------|---------------|-------------------|--------------------------|----------|------------------------|--|
| 14-273-04 | 51-006-241-00 | 924 MAPLE | THOMAS, CHRISTION | \$166.77 | Wickham, Archie | |
| 15-016-02 | 51-009-736-00 | 809 PROSPECT | NO WORRIES LLC | \$105.60 | NO WORRIES LLC | |
| 15-089-01 | 51-014-003-00 | 208 BOOTH | JOHNSON, KENNY | \$161.00 | Johnson, Willie | |
| 15-095-06 | 51-014-036-00 | 101 BOOTH DR | WEICHT, SHAWNA | \$52.10 | England, James | |
| 15-114-04 | 51-014-050-00 | 210 MILLER DR | GAMBLE, VIRGINIA | \$44.94 | Snyder, Dan & Kathleen | |
| 15-210-08 | 51-014-135-00 | 207 FORD RD | MILLER, CHERRELL | \$127.95 | Galaxy Properties | |
| 15-256-00 | 51-016-013-00 | 812 HUNTINGTON BL | SIMPSON, GERALD | \$211.20 | SIMPSON, GERALD | |
| 15-267-07 | 51-016-049-00 | 705 HUNTINGTON BL | SUNKLE, JASON | \$170.80 | Conley, Gerald | |
| 21-038-05 | 51-006-511-01 | 903 S SUPERIOR | WASHINGTON, SALINA | \$42.84 | Cage, Salina | |
| 21-038-06 | 51-006-511-01 | 903 S SUPERIOR | JONES, NAKEESHA | \$87.14 | Cage, Salina | |
| 21-052-02 | 51-006-506-00 | 118 RIVER | CASTLE, RANDALL | \$211.20 | NO WORRIES LLC | |
| 21-093-01 | 51-001-333-00 | 106 E ELM | MHOON, MIDA | \$55.70 | Turner, Ericka | |
| 21-150-06 | 51-006-598-00 | 501 IRWIN AVE | KIDDER-MCQUOWN, DANIEL | \$93.54 | Byrd, Jonathon | |
| 21-208-03 | 51-008-626-00 | 613 ORCHARD DR | TAYLOR, MARY | \$323.41 | Blue Ox | |
| 21-230-05 | 51-008-613-00 | 612 ORCHARD DR | COVEY, MATT | \$71.94 | COVEY, MATT | |
| 21-231-05 | 51-008-614-00 | 610 ORCHARD DR | HALL, BRADFORD | \$33.12 | HALL, BRADFORD | |
| 21-240-00 | 51-012-205-00 | 613 CHERRY | TAYLOR, KATRINA | \$321.10 | Parham, Ruth | |
| 21-253-15 | 51-012-220-00 | 106 SYCAMORE | SHOWERS, ALICIA | \$151.83 | Showers, Richard | |
| 21-269-06 | 51-006-630-00 | 400 IRWIN AVE | MCDANIEL, TAMMIE | \$86.76 | MCDANIEL, TAMMIE | |
| 22-025-07 | 51-006-690-00 | 517 CRANDALL | SALTER, VERONICA | \$96.46 | Mcmahan, Kurtis | |
| 22-112-02 | 51-006-724-00 | 310 LINCOLN | GODDARD, FRANKLIN | \$120.30 | Speer, Sabrina | |
| 22-154-03 | 51-012-941-00 | 401 W ASH | ALHALMI, ALI A | \$52.54 | ALHALMI, ALI A | |
| 22-154-04 | 51-012-941-00 | 401 W ASH | WASHINGTON II, PHILLIP | \$44.30 | ALHALMI, ALI A | |
| 22-165-02 | 51-012-922-00 | 514 S EATON | SMITH, AARON | \$211.20 | SMITH, AARON | |
| 22-169-06 | 51-001-582-00 | 702 S EATON | LAND EQUITY LLC | \$47.94 | Pennock, Mike | |
| 22-195-03 | 51-006-928-00 | 407 MECHANIC | CRUM, DERRICK | \$36.07 | CRUM, DERRICK | |
| 22-197-05 | 51-006-931-00 | 505 MECHANIC | SANDERS, MARISSA | \$119.20 | Walker, John | |
| 22-197-06 | 51-006-931-00 | 505 MECHANIC | OCCUPANT | \$690.93 | Walker, John | |
| 23-001-09 | 51-006-539-00 | 905 S CLINTON | KERNISH, SUSAN OR EDWARD | \$29.38 | Shereda, Joseph | |
| 23-055-00 | 51-012-917-00 | 314 W ELM | PATTERSON, ROSS | \$205.60 | Patterson, Arnold | |
| 23-079-00 | 51-001-063-00 | 209 W ERIE | MOYE, CALVIN | \$211.20 | MOYE, CALVIN C | |
| 23-084-03 | 51-012-983-00 | 411 W ERIE | LUCE, STEVEN | \$511.81 | LUCE, STEVEN | |
| 23-097-10 | 51-005-303-00 | 703 W ERIE | DUNTEN, ANN | \$89.72 | Wells Fargo Bank | |
| 23-102-01 | 51-001-623-02 | 505 KEEFER DRIVE | NARCONON FREEDOM CENTER | \$213.86 | Tia Corp | |
| 23-107-03 | 51-001-625-00 | 925 W ERIE | NEWSOME, JESSICA | \$44.26 | Kaja Holdings 2 LLC | |
| 23-134-19 | 51-000-932-00 | 401 E PORTER | WENGER, KAY | \$56.00 | Wenger, Kay | |
| 23-253-06 | 51-013-461-00 | 1216 E PORTER | HARRIS, PAUL FREDRICK | \$120.44 | Signor, Chad | |
| 24-206-07 | 51-002-065-00 | 410 LINDEN AVE | CR PROPERTIES 2015 LLC | \$211.20 | Pilgrim Homes | |
| 31-009-01 | 51-000-159-00 | 208 W MULBERRY | KATHY KIDDER | \$116.05 | KATHY KIDDER | |
| 31-014-02 | 51-000-150-00 | 219 W CHESTNUT | MOYE, CALVIN, SR | \$211.20 | MOYE, CALVIN C | |
| 31-031-09 | 51-012-037-00 | 907 N CLINTON | MICHAEL, BRANDY | \$297.83 | Infinity 1 properties | |
| 31-058-00 | 51-000-150-00 | 512 N EATON | MOYE, CALVIN | \$211.20 | MOYE, CALVIN C | |
| 31-078-09 | 51-005-720-00 | 316 ARTHUR | TAYLOR, HERMAN | \$178.27 | RN Property Mgmt | |
| 31-084-00 | 51-005-724-00 | 919 N EATON | SWINTON, EMMA | \$211.20 | Swinton, David | |
| 31-091-08 | 51-005-731-00 | 319 HARTWELL | KIPKER, NICOLE | \$82.74 | Infinity 1 properties | |
| 31-091-09 | 51-005-731-00 | 319 HARTWELL | BROWN, NICOLE | \$57.26 | Infinity 1 properties | |
| 31-091-10 | 51-005-731-00 | 319 HARTWELL | BROWN, MATTHEW | \$20.94 | Infinity 1 properties | |

| | | | | | | |
|-----------|---------------|-----------------|------------------------|------------|------------------------------|--|
| 31-091-11 | 51-005-731-00 | 319 HARTWELL | BURKE, CARLY | \$119.68 | Infinity 1 properties | |
| 31-091-12 | 51-005-731-00 | 319 HARTWELL | INFINITY 1 PROPERTIES | \$588.80 | Infinity 1 properties | |
| 31-106-03 | 51-012-157-00 | 1102 N EATON | TYSON, RONNIE | \$215.36 | TYSON, RONNIE | |
| 31-118-01 | 51-014-022-00 | 1204 N EATON | CLUTE, BELINDA | \$211.20 | Clute, Mary | |
| 31-122-01 | 51-005-755-00 | 1207 N EATON | HEARRON JR., GEORGE R | \$89.58 | Hearon, George | |
| 31-196-04 | 51-005-802-00 | 1201 THIRD | STALLWORTH, GRAYLING | \$76.88 | Avant, Lewis | |
| 32-007-12 | 51-000-830-00 | 105 S EATON | CAMPBELL, CHARLES | \$213.84 | CAMPBELL, CHARLES | |
| 32-014-06 | 51-012-974-00 | 405 W CASS | SWINTON-RAY, EMMA | \$74.46 | Morris, Eunice | |
| 32-016-03 | 51-012-977-00 | 411 W CASS | LOVELACE, LYNN | \$78.58 | JP Housing | |
| 32-016-04 | 51-012-977-00 | 411 W CASS | RIDLEY, GLORIA | \$15.30 | JP Housing | |
| 32-040-08 | 51-012-392-00 | 804 W ERIE | SPENCE, KARL | \$56.56 | Meza, Paul | |
| 32-048-01 | 51-001-593-00 | 922 W ERIE | PEDERSEN, ALICIA | \$240.86 | PEDERSEN, ALICIA | |
| 32-063-00 | 51-012-335-00 | 104 S ALBION | BENJAMIN, FRED | \$44.80 | Washington, Theodore | |
| 32-074-11 | 51-012-975-00 | 408 W CENTER | SMITH, MARY & RUBIN | \$211.20 | SMITH, MARY & RUBIN | |
| 32-091-13 | 51-015-048-00 | 516 W CASS | KENNEDY, NICHOLAS | \$42.66 | Avant, Lewis | |
| 32-091-14 | 51-015-048-00 | 516 W CASS | AVANT, VINCENT | \$70.68 | Avant, Lewis | |
| 32-140-04 | 51-001-706-00 | 407 AUSTIN AVE | WALKER, TINA | \$211.20 | Walker, Marie | |
| 32-154-10 | 51-010-558-00 | 912 JEFFERSON | RATCLIFF, JOYLYNN | \$114.00 | Curtis, Essie | |
| 32-154-11 | 51-010-558-00 | 912 JEFFERSON | CURTIS, ESSIE | \$48.62 | Curtis, Essie | |
| 32-162-01 | 51-009-021-00 | 1217 MALLORY | HALL, VINCENT | \$206.40 | Lighthouse Ventures | |
| 32-179-01 | 51-001-739-01 | 934 AUSTIN AVE | CORNELL, DONALD | \$211.20 | CORNELL, DONALD | |
| 32-208-01 | 51-001-849-00 | 404 N ALBION | CRYSTAL FLASH | \$206.40 | Hamilton, Brent | |
| 32-210-01 | 51-001-784-00 | 408 N ALBION | CRYSTAL FLASH | \$206.40 | Hamilton, Brent | |
| 32-215-17 | 51-001-787-00 | 706 N ALBION | ALHALMI, ALI ABUDULLAH | \$18.22 | ALHALMI, ALI A | |
| 32-215-18 | 51-001-787-00 | 706 N ALBION | JACKSON, ERWIN | \$210.54 | ALHALMI, ALI A | |
| 32-220-01 | 51-011-641-00 | 720 N ALBION | ALHALMI, ALI ABDULLAH | \$75.14 | Real Estate Liquidation Ent. | |
| 32-221-21 | 51-011-640-00 | 722 N ALBION | WHITEHILL, GERALD | \$44.80 | Bradford, Reather | |
| 32-221-22 | 51-011-640-00 | 722 N ALBION | WHETSTONE, LAKISHA | \$105.10 | Bradford, Reather | |
| 32-226-13 | 51-010-543-00 | 903 N ALBION | JOHNSON JR, DUANE | \$115.36 | Johnson, Duane | |
| 32-226-14 | 51-010-543-00 | 903 N ALBION | JOHNSON, DUANE | \$139.20 | Johnson, Duane | |
| 32-228-00 | 51-010-539-00 | 911 N ALBION | SIMMONS, HELEN | \$34.94 | Scott, Michael | |
| 32-231-01 | 51-010-534-00 | 1011 N ALBION | TUCKER, ANTHONY | \$150.06 | Curtis, Essie | |
| 32-234-07 | 51-010-568-00 | 1012 JEFFERSON | CURTIS, ESSIE | \$211.20 | Curtis, Essie | |
| 32-254-03 | 51-010-530-00 | 1019 N ALBION | CURTIS, JOHNYE MARIE | \$437.69 | Curtis, Essie | |
| 32-267-05 | 51-010-511-00 | 816 N ALBION | LONG, ROBERT | \$162.33 | JP Housing | |
| 32-282-05 | 51-011-601-00 | 510 AUSTIN AVE | TERRELL, ELAINE | \$224.38 | ALHALMI, ALI A | |
| 33-042-00 | 51-013-054-00 | 410 W ERIE | BARR, DENNIS | \$2,532.12 | BARR, DENNIS | |
| 33-055-01 | 51-015-083-00 | 618 W CENTER | GUDGER, TIFFANY | \$206.30 | Lewis, George | |
| 33-068-02 | 51-015-117-00 | 219 S DALRYMPLE | EDMISTON, VERA A. | \$211.20 | EDMISTON, VERA A. | |
| 33-074-01 | 51-015-111-00 | 515 W CENTER | MURPHY, HELEN | \$211.20 | MURPHY, HELEN | |
| 33-097-10 | 51-013-014-00 | 311 W CENTER | BRADSHAW, VALERIE | \$211.20 | BRADSHAW, VALERIE | |
| 33-098-06 | 51-013-013-00 | 309 W CENTER | GLASPER, BETTY | \$211.20 | GLASPER, BETTY | |
| 33-104-09 | 51-000-862-00 | 215 W CENTER | QUICK, MARY | \$100.80 | Moore, Charles | |
| 33-118-00 | 51-000-869-00 | 210 W PORTER | MOYE, CALVIN | \$211.20 | MOYE, CALVIN C | |
| 33-164-01 | 51-012-048-00 | 115 AUSTIN AVE | MIRE, CASSONDRA | \$147.94 | MIRE, CASSONDRA | |
| 33-167-00 | 51-012-052-00 | 118 AUSTIN AVE | GRIFFIN, GEORGE | \$211.20 | GRIFFIN, GEORGE | |
| 33-198-15 | 51-012-151-00 | 206 W NORTH | GROFF, MONICA | \$113.28 | Lake, Steve | |

| | | | | | | |
|-----------|---------------|----------------|-----------------------|-------------|--------------------------|--|
| 34-010-00 | 51-012-061-00 | 818 N CLINTON | WASHINGTON, PATRICIA | \$211.20 | WASHINGTON, PATRICIA | |
| 34-022-04 | 51-012-010-00 | 205 AUSTIN AVE | COUSINS, HARRY | \$284.61 | COUSINS, HARRY | |
| 34-030-04 | 51-000-349-00 | 110 W VINE | LEWIS, NANCY & WILLIE | \$32.71 | Miller, Darius | |
| 34-031-00 | 51-000-369-00 | 204 W VINE | HANCOCK, RUBY | \$203.23 | HANCOCK, RUBY | |
| 34-031-01 | 51-000-369-00 | 204 W VINE | OCCUPANT | \$10.54 | HANCOCK, RUBY | |
| 34-033-01 | 51-000-352-00 | 118 W VINE | FANTRAZZO, BONNY | \$104.70 | FANTRAZZO, Adam | |
| 34-041-00 | 51-001-828-00 | 314 W CHESTNUT | BURNEY, MARY | \$211.20 | BURNEY, MARY | |
| 34-052-12 | 51-001-757-00 | 626 N ANN | SHAY, CLIFFTON | \$338.04 | SHAY, CLIFFTON | |
| 34-071-01 | 51-004-001-00 | 612 WILLIAMS | COLEMAN JR, CHARLES | \$211.20 | COLEMAN JR, CHARLES | |
| 34-075-01 | 51-004-005-01 | 617 WILLIAMS | MOYE, CALVIN | \$211.20 | MOYE, CALVIN C | |
| 34-087-06 | 51-001-817-00 | 511 W CHESTNUT | HULL, JESSICA | \$140.56 | ALHALMI, ALI A | |
| 34-121-03 | 51-002-044-00 | 1407 N EATON | MCNAMARA, PATRICK | \$68.14 | MDC of Albion LLC | |
| 34-157-08 | 51-007-716-00 | 1307 COOPER | GARRETT, SONYA | \$123.60 | Miles, Erma Living Trust | |
| 34-164-11 | 51-007-723-00 | 1409 COOPER | YATES, STEPHEN | \$76.03 | YATES, STEPHEN | |
| 34-170-07 | 51-007-762-00 | 1503 COOPER | DOUGLAS, DIANE | \$180.84 | Gamble, Sierra | |
| 34-171-07 | 51-007-761-00 | 1505 COOPER | CONEY, GENEVA | \$52.84 | CONEY, GENEVA | |
| 34-188-09 | 51-007-774-00 | 1513 DEAN DR | GAMBLE, STEPHANIE | \$353.38 | McMeans, Fronnie | |
| 36-002-05 | 51-002-039-01 | 1402 N EATON | CASTANEDA, ANDY | \$57.35 | CASTANEDA, ANDY | |
| | | | | | | |
| | | | | \$24,620.54 | | |

**DELINQUENT ABATEMENT CHARGES
TO BE ADDED TO THE 2018 SUMMER TAX BILLS**

| | Cust No. | Parcel Number | Customer | St. # | St. Dir | St. Name | Balance | Type | Comments |
|----|-----------------|----------------------|------------------------------|--------------|----------------|-----------------|--------------------|-------------|-----------------|
| 1 | 00295-1 | 51-000-002-00 | Rebecca Cloke | 218 | W | Pine | \$272.43 | Abatements | 9/2018 |
| 2 | 310 | 51-001-837-00 | Curtis, Thomas & Essie | 408 | W | Chestnut | \$440.85 | Abatements | 8/2018 |
| 3 | 00310-2 | 51-010-561-00 | Curtis, Thomas & Essie | 918 | | Jefferson | \$398.65 | Abatements | 9/2018 |
| 4 | 369 | 51-001-828-00 | Burney, Mary | 314 | W | Chestnut | \$388.72 | Abatements | 7/2018 |
| 5 | 12665 | 51-012-922-00 | Smith, Heather & Aaron | 514 | S | Eaton | \$356.58 | Abatements | 9/2018 |
| 10 | 12743 | 51-001-706-00 | Walker, Marie Tina | 407 | | Austin | \$723.88 | Abatements | 10/2017, 8/2018 |
| 12 | 12806 | 51-000-862-00 | Charles Moore & Lyle Allen | 215 | W | Center | \$629.64 | Abatements | 6/2018 |
| 13 | 12807 | 51-002-708-00 | Davis, Horace & Brenda | 1201 | E | Broadwell | \$644.71 | Abatements | 7/2018 |
| 14 | 12808 | 51-005-772-00 | Dorothy Kalmbach Estate | 321 | W | Broadwell | \$643.69 | Abatements | 7/2018 |
| 15 | 12809 | 51-000-159-00 | Kidder, Katherine | 208 | W | Mulberry | \$346.16 | Abatements | 8/2018 |
| 17 | 12811 | 51-008-615-00 | Immediate Mortgage Solutions | 608 | | Orchard | \$524.88 | Abatements | 8/2018 |
| 19 | 12813 | 51-004-005-01 | Moye, Calvin & Rose | 617 | | Williams | \$1,080.08 | Abatements | 8/2018 |
| 20 | 12813-1 | 51-007-402-00 | Moye, Calvin & Rose | 407 | | Lincoln | \$524.88 | Abatements | 9/2018 |
| 21 | 12814 | 51-002-525-00 | Nebelung Jr., Laverne Gordon | 711 | | Division | \$317.19 | Abatements | 8/2018 |
| 22 | 12815 | 51-001-415-00 | Gutierrez, Jesus or Gloria | 700 | S | Superior | \$230.35 | Abatements | 8/2018 |
| 23 | 12816 | 51-012-157-00 | Tyson, Ronnie | 1102 | N | Eaton | \$632.13 | Abatements | 8/2018 |
| 26 | 12820 | 51-000-184-00 | Myers, Shawn | 114 | E | Chestnut | \$1,039.58 | Abatements | 9/2018, |
| 27 | 12822 | 51-001-574-00 | Kaiser, Donald | 800 | S | Eaton | \$822.02 | Abatements | 9/2018 |
| | | | | | | | | | |
| | | | | | | | \$10,016.42 | | |

SETTLEMENT & RELEASE OF ALL CLAIMS

FOR AND IN SOLE CONSIDERATION of payment of ninety-nine thousand, three-hundred seventy-seven dollars and seventy-eight cents (\$99,377.78) to Wells Equipment Sales, Inc., from the City of Albion, Wells Equipment Sales, Inc. hereby releases, acquits, and forever discharges the City of Albion and its agents, employees, officers, and assigns from any and all claims, actions, causes of action, demands, damages, costs, fees, expenses, compensation, sanctions, penalties, attorneys' fees, interests, on account of or in any way arising from the sale of 2011 International 7300 truck, serial number 1HTWAAAR8BJ401225, from Wells Equipment Sales, Inc. to the City of Albion.

It is agreed that the payment referenced above shall be made in the form of a check, payable to: Wells Equipment Sales, Inc. It is further agreed that the payment shall be made within thirty (30) days of the execution of this release and sent to Wells Equipment Sales, Inc., Attn: Steve Wells, P.O. Box 208, 534 Homer Road, Litchfield, MI 49252.

Upon receipt of payment, Wells Equipment Sales, Inc shall release the 2011 International 7300 truck, serial number 1HTWAAAR8BJ401225 to the City of Albion.

It is agreed by the parties that the City of Albion and Wells Equipment Sales, Inc. may disclose the existence and relevant terms of the settlement for purposes of any report required by law or court order and for the purpose of completing any disclosure or reporting requirements.

The undersigned hereby declare that no representations about the nature and extent of the damages made by any attorney, or agent employed by or acting on behalf of any party hereby released nor any representations made by them regarding the nature and extent of the legal liability or financial responsibility of any of the parties hereby released have induced either party to make this settlement; and in making this Release it is understood and agreed that the parties have relied upon their own judgment, legal counsel, belief and knowledge of the nature, extent and duration of the damages, and that the consideration of this compromised settlement shall apply to all unknown and unanticipated claims or damages resulting from the above-mentioned alleged liability as well as to those now accrued and disclosed.

The undersigned understand that this settlement and release is not to be construed as an admission of liability on the part of either party herein and liability is expressly denied, and it is

made to terminate further controversy respecting all claims, as above described, for damages that we have heretofore asserted or that may hereafter be asserted. The undersigned state(s) that they have fully read the foregoing Release and know the contents thereof, and sign the same of their own free act and deed.

The parties represent that this Release contains the full express terms of the agreement between the parties and that no other written or oral agreement may impact the terms of this Release. This release shall be interpreted under the laws of the State of Michigan. The parties further agree that any dispute arising from this Release shall be determined before the courts of Calhoun County.

City of Albion

Dated: _____

Dave Atchison, Mayor

Dated: _____

Jill Domingo, City Clerk

Dated: _____

Cullen Harkness, City Attorney
Approved as to Form Only

Wells Equipment Sales, Inc

Dated: _____

Steve Wells, President

CITY OF ALBION
SOLID WASTE AND YARD WASTE COLLECTION
AGREEMENT FOR RESIDENTIAL CUSTOMERS

THIS AGREEMENT (the "Agreement") made and entered into on this 24th day of January, 2017, by and between the City of Albion, a Michigan municipal corporation, (hereinafter referred to as the "City"), and Granger Waste Services, a Michigan corporation, (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City desires to secure the services of the Contractor, which include:

1. Residential collection, including carts, collection, hauling, and disposal of solid waste;
2. Residential yard waste including hauling and processing of materials;
3. Municipal building service including containers, hauling, and disposal of solid waste; and
4. Service for an annual clean up, festivals, and similar events including containers, hauling, and disposal of solid waste;

WHEREAS, the Contractor desires to provide said services in compliance with the City ordinances;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS

- A. Refuse: The term "refuse" shall include garbage and rubbish, except animal and human excrements.
- B. Garbage: The term "garbage" means all animal and vegetable wastes resulting from handling, preparation, cooking, or consumption of foods.
- C. Rubbish: The term "rubbish" means non-putrescible solid waste, including broken glass, crockery, bottles, and ashes. Excluded is hazardous waste and yard waste.
- D. Hazardous Waste: The term "hazardous waste" shall mean waste, or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which because of its quality, concentration or physical, chemical or infectious characteristics pose a substantial present or potential hazard to human health or the environment. Contractor reserves the right to define materials that do not meet its waste acceptance guidelines as hazardous or special wastes.
- D. Recycle Material: The term "recycle material" is defined as material produced from residential households that includes newspaper, glass, cardboard, metal cans, plastic containers, paper bags, magazines, box board, aluminum, and any other materials that may be deemed by Contractor as recyclable in the future.
- E. Bulk Items: Bulk items may include, but is not limited to household refuse typically of a large or bulky nature such as: appliances, furniture, bed springs and mattresses, stoves, water heaters, trunks, toys, carpeting, large automobile components, broken concrete, building materials from household repairs, alterations, or new construction, and debris from commercial or industrial establishments.
- F. Street-Side: Refers to that area within arm's reach of the edge of the traveled path of public streets.

- H. **Yard Waste:** The term “yard waste” refers to leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, and brush, not exceeding two (2) inches in diameter, four (4) feet in length, or thirty (30) pounds per bag or bundle. Excluded are tree stumps, limbs, branches, and materials from the removal of trees, bushes, or similar.
- I. **Residential Household:** The term “residential household” shall mean a single-family occupied dwelling within the City of Albion, that is currently receiving water service from the City. Additionally, single-family occupied dwellings within the City of Albion located on Locust Lane and Haven Lane that receive partial services from the City of Albion, are also defined as a residential household for the purposes of this agreement. Dwellings with two (2) or less separate dwellings connected into one building, will count as separate residential households. Multi-family residential apartments of two (2) or more are considered as commercial buildings and owners are responsible for contracting separately for solid waste collection services. Mobile home parks and similar are defined as commercial establishments for the purpose of this contract.

GENERAL DESCRIPTION OF WORK

It is the intent and purpose of the Contractor to provide comprehensive service for the collection, removal, hauling, and disposal of refuse and collection, hauling, and processing of yard waste material from occupied residential households within the City of Albion. Also included is equipment, hauling, and disposal of solid waste for an annual clean up, festivals and events, and municipal refuse service.

MUNICIPAL REFUSE COLLECTION

Contractor shall provide service to seven (7) municipal locations. By mutual agreement of the Contractor and City, the service types and frequency may be changed from the services first listed below. For changes, additional cost may be required for additional containers and/or change in frequency of service. Details of municipal services are shown below.

| Municipal Entity | Service Location | Qty. | Service Type(s) | Service Frequency |
|--------------------------|--|------|-------------------------|-------------------|
| Albion Street Department | 12980 27 Mile Road, Albion, MI 49224 | 2 | 6-Yard Trash Containers | Once per Week |
| City Hall | 112 West Cass Street, Albion, MI 49224 | 1 | 4-Yard Trash Container | Once per Week |
| Cemetery | 1301 South Superior Street, Albion, MI 49224 | 1 | 4-Yard Trash Container | Once per Week |
| Water and Sewer | 507 North Albion Street, Albion, MI 49224 | 1 | 4-Yard Trash Container | Once per Week |
| Maple Grove Apartments | 1041 Maple Street, Albion, MI 49224 | 1 | 4-Yard Trash Container | Once per Week |
| Maple Grove Apartments | 1041 Maple Street, Albion, MI 49224 | 3 | 96-Gallon Trash Carts | Once per Week |
| Albion EDC | 309 North Superior Street, Albion, MI 49224 | 1 | 96-Gallon Trash Cart | Once per Week |
| Albion Fire Department | 207 North Clinton Street, Albion, MI 49224 | 2 | 96-Gallon Trash Carts | Once per Week |

RESIDENTIAL REFUSE COLLECTION

Contractor will collect properly prepared and placed refuse, once each week, from each occupied residential dwelling within the City. The Contractor shall not be required to collect bulk items, Christmas trees, trash exceeding the limits outlined herein, or refuse that does not meet Contractor's waste acceptance guidelines.

RESIDENTIAL YARD WASTE COLLECTION

Contractor will collect properly prepared and placed yard waste, once each week, from each occupied residential dwelling within the City during the period of April 1 to November 30 each year. The Contractor shall not be required to collect materials that do not conform to Contractor's yard waste guidelines.

CLEAN UP REFUSE COLLECTION

Contractor will provide rear-end load equipment, roll off containers (maximum size of 30 yards; additional sizes available at additional cost) collection, hauling, and disposal for one (1) clean-up event annually. The date of the clean-up will be determined by mutual agreement each year. The clean-up event will be held at two locations, Ketchum Field and Harris Field, from 8:00 A.M. until 4:30 P.M. Contractor's drivers will be available to run equipment and assess waste acceptance, however, they will not unload materials from vehicles or load material into equipment or vehicles. Contractor shall not allow material that does not meet Contractor's waste acceptance guidelines to be collected.

FESTIVAL/EVENT REFUSE COLLECTION

Contractor will provide equipment, hauling, and disposal for annual festival and similar events. The date(s) and location(s) of the event(s) will be determined by mutual agreement of City and Contractor. Contractor shall provide roll off-type containers (maximum size of 20 yards; additional sizes available at additional cost). Delivery and removal of roll off container shall be on a weekday during normal operating hours. Contractor shall not accept material that does not meet Contractor's waste acceptance guidelines.

COLLECTION SCHEDULE

Contractor will complete all collections for residential services once per week, between the hours of 7:00 A.M. and 7:00 P.M. within the City, except for the interruptions due to holidays or acts of God (weather, etc.). All refuse must be properly placed at the street-side for collection no later than 7:00 A.M. on the scheduled day of collection. Contractor reserves the right to collect trash as early as 6:30 A.M. due to circumstances such as, but not limited to, road construction, weather, resolution of service issues, etc.

COLLECTION ROUTES AND SERVICE DAYS

Contractor intends to use best efforts to maintain refuse and yard waste collection on the same service day. However, Contractor reserves the right to alter routes to best fit its operations and modify service days. Contractor reserves the right to divide the city into sections and provide for collections on multiple days during the week. Specifically, collection for each service types (*i.e.*, trash and yard waste) may be provided on separate days for residents (*i.e.*, may not be provided on a single day.)

INTERRUPTED COLLECTION SCHEDULE

No collections of refuse will be made on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Where the holiday falls on or before the regular collection day, refuse and yard waste will be collected one day later. If the holiday falls on a Saturday or Sunday, collection schedule will not change. Contractor will maintain a diligent communication plan with residents to communicate and remind of changes in schedules due to holidays, weather, etc. Service may also be interrupted/delayed due to acts of God, (storms, lightning, wind, snow, ice, etc.). The City will be notified of any service delays/interruptions caused by acts of God.

SOLID WASTE DISPOSAL

All solid waste collected for disposal by Contractor will be hauled to its licensed disposal site located within Clinton or Ingham County, Michigan for final disposal. Contractor reserves right to dispose of solid waste at alternate licensed disposal sites and to use transfer stations for intermediate handling of materials.

WASTE ACCEPTANCE

The City recognizes that the Contractor will collect only items of refuse as acceptable to federal laws, state laws, local ordinances, and Contractor's waste acceptance guidelines. Contractor reserves the right to refuse to collect refuse that does not confirm to federal laws, state laws, local ordinances (including the City code), and Contractor's waste acceptance guidelines. The Contractor shall not be required under this contract to collect any hazardous or special waste.

CONTRACTOR WASTE ACCEPTANCE GUIDELINES

A. Prohibited Wastes:

The following prohibited wastes cannot be accepted under any condition or from any source:

- Hazardous or toxic waste as defined by local, state or federal laws or regulations (Hazardous wastes are materials that are ignitable, corrosive, reactive or toxic, as well as listed wastes such as pesticides, herbicides, solvents and their containers.)
- Hazardous waste containers/labels
- Explosives, ammunition and firearms
- Low-level radioactive waste and radioactive labeled containers
- PCBs or materials containing PCBs (including, but not limited to, ballasts and transformers)
- Lead acid batteries
- Liquid wastes (or free liquids)
- Sewage and septic waste
- Oil-based paint
- Used oil
- Materials that adversely affect the liner of leachate system

B. Conditionally Prohibited Wastes:

The following conditionally prohibited wastes can be accepted if the specific conditions indicated are met:

- Appliances containing Freon (Freon must be removed prior to disposal)
- Asbestos (requires proper packaging and handling)
- Empty drums (must be clean and crushed)
- Medical waste (decontaminated or packaged as required)
- Whole motor vehicle tires (must be cut in half)
- Yard Clippings or yard waste (diseased or infested)

C. Special Wastes

The following special wastes can be accepted if the specific conditions indicated are met:

- Compressed gas cylinders (must be empty and valve must be removed)
- Contaminated soil (requires testing to confirm non-hazardous and landfill pre-approval)
- Animal carcasses (will not be accepted in large quantities)
- Electronic waste (accepted only from households and exempt generators)
- Fluorescent light ballasts (without PCBs only)
- Fluorescent tubes (accepted only from households and exempt generators)
- Latex or acrylic household paint (must be in non-liquid form)
- Incinerator ash (requires testing to confirm non-hazardous and landfill pre-approval)
- Oil filters (must be drained for 24 hours)
- Industrial/manufacturing byproducts, including but not limited to, sandblasting materials, grinding or cutting waste, sludge(s) from pits or tanks, degreasing waste,

and printing waste (require testing to confirm non-hazardous and landfill pre-approval)

CONTRACTOR YARD WASTE ACCEPTANCE GUIDELINES

- Leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, and brush shall be placed in compostable, paper bags no greater than 30-gallon in size and no greater than 30 pounds in weight.
- Brush and twigs that are no longer than four (4) foot, less than two (2) inches in diameter, and do not fit into compostable, paper bags can be collected if bundled and tied with heavy twine into bundles no larger than 12 inches in diameter and no greater than 30 pounds in weight. Each properly prepared bundle shall count as one bag towards the yard waste service limit.
- Resident-owned (reusable, store-purchased) containers should be clearly labeled to avoid being disposed of accidentally.
- Contractor is not responsible for damage to resident-owned (reusable, store-purchased) containers.

WEEKLY RESIDENTIAL REFUSE AND YARD WASTE COLLECTION LIMITS

Contractor will collect refuse according to the following limits:

| <u>Service Type</u> | <u>Limits</u> |
|---|--|
| 96-Gallon Cart Trash Service..... | 96-gallon cart only (approximately 4-5 bags) |
| 64-Gallon Cart Trash Service..... | 64-gallon cart only (approximately 2-3 bags) |
| Yard Waste Service ¹ | Six bag or bundle limit |
| Extra Refuse Bags (on outside of cart) ² | Up to 10 extra bags |
| Extra Yard Waste Bags of Bundles ¹ | Up to 10 extra bags or bundles |

¹ Yard waste service period is weekly from April 1st to November 30th, annually.

² If a resident utilizing the 96-gallon or 64-gallon cart service has occasional larger volumes of trash than the cart may hold, they may place up to ten (10) extra bags to be serviced on the outside of their cart. An additional cost will be required for this service. Residents shall contact Contractor directly and prepay for extra bags.

COMMERCIAL SERVICE

Other than what is specified for municipal refuse collection, the Contractor shall not be required to service commercial locations as part of this contract. This is a residential contract intended to provide service to one and two-family residential households. Multi-family residential apartments of three (3) or more are considered as commercial buildings and owners/tenants are responsible for contracting separately for solid waste and yard waste collection services. Mobile home parks and similar, are considered commercial establishments and shall not be serviced as part of this contract. However, nothing herein shall limit the Contractor from contracting separately with commercial businesses for service outside of the scope of this contract.

ADMINISTRATIVE SERVICES

Contact: Contractor will supply a person of contact from the company to respond to complaints and act as a liaison to the City. Contractor will respond to requests/complaints to correct missed service within 48 hours of notice from City representatives.

Billing and Customer Service: Contractor will manage all billing, customer inquiries, changes in services, and related customer services.

CONTAINERS

A. **Residential Refuse and Yard Waste Service:** Contractor will provide refuse containers for residents depending on the refuse service they choose. Residents shall purchase at



their expense, 30-gallon, compostable, paper bags for yard waste service:

| <u>Service Type</u> | <u>Container Size</u> |
|-----------------------------|---|
| 96-Gallon Cart Service..... | 96-gallon plastic cart |
| 64-Gallon Cart Service..... | 64-gallon plastic cart |
| Yard Waste Service..... | Resident shall purchase at their expense, 30-gallon, compostable, paper bags |

- B. Municipal Refuse Containers: Contractor will supply, deliver, and maintain heavy duty containers of required size for each municipal location as noted herein. The containers will be clean in appearance and include covers.
- C. Location of Containers: All containers, bags, and bundles shall be placed at the street-side by the resident for collection. All containers, bags, and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Containers will be returned to the street-side upright and in similar location after service, except in instances where weather or traffic will potentially move empty containers into the roadway causing a hazard. In these instances, the containers will be placed on their side or similar to help prevent a hazard. In snow, wind, or other inclement conditions, Contractor may place containers on side or similar. City will work with Contractor to solve issue with alley locations that are blocked by snow, tree limbs, vehicles, construction, etc.
- D. Front of House Service: Due to safety issues, Contractor will not provide service described as both "back door" and "rear yard" service. However, for residents with significant physical limitation, as determined by the Contractor, Contractor will service refuse and yard waste from the front of the house, provided that, the containers or bags are clearly and easily visible from the street, and in the opinion of Contractor, the driveway or pathway is not unduly long or unsafe. The City expressly approves such service to those residents with significant physical limitations.
- E. Condition of Containers: All containers owned by Contractor for refuse collection will be repaired or replaced by the contractor for damage caused by Contractor. Damages not caused by Contractor will require \$50 (cart) or \$150 (metal container) for repair or replacement of container. Residents are responsible for the rinsing of any material from the container as needed. Contractor shall not replace or exchange containers due to odor. Containers (including lids, handles, wheels, etc.) owned by the resident (store-purchased containers) are not manufactured to withstand refuse collection processes of Contractor. Contractor shall not be liable for damage to resident-owned containers and shall not make replacement of damaged containers.

TERM AND TERMINATION

- A. Initial Term: The initial term of this agreement is three (3) years, commencing on April 1, 2017, and ending March 31, 2020.
- B. Price Adjustments and Renewal: This agreement may be renewed upon the mutual agreement of the parties herein. Any price adjustments for any renewal terms shall be negotiated and by mutual agreement of the Contractor and City.
- C. Material Breach of Agreement: In the event of a material breach or material default in the performance of any covenant or obligation of the City or Contractor under this Agreement, which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided the breaching party has undertaken to cure within such thirty (30)



days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default, or termination of this Agreement, each party shall have available all remedies in equity or at law.

INSURANCE

A. The contractor shall, prior to service commencing, obtain and maintain during the execution of the contract, an insurance policy meeting the following requirements and shall provide to the City a certificate showing the premiums to be fully paid as well as a copy of the applicable policy, including all endorsements. The City, including its officers and employees shall be named as an additional insured on the policy.

| Insurance Endorsement | Limits Required |
|--------------------------------|-----------------------------|
| (1) Workman's Compensation | Statutory |
| (2) Employer's Liability | \$500,000 |
| (3) Bodily Injury Liability | |
| (a) Except Automobiles | \$1 million each occurrence |
| (b) Aggregate | \$1 million |
| (4) Property Damage Liability | |
| (a) Except Automobiles | \$1 million each occurrence |
| (b) Aggregate | \$2 million |
| (5) Automobile | |
| (a) Bodily Injury | \$1 million each occurrence |
| (b) Liability | \$1 million each occurrence |
| (6) Automobile Property Damage | |
| (a) Liability | \$1 million each occurrence |

B. Proof of Liability Insurance: The Contractor shall furnish to the City a copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with the City. The City must be listed as an additional insured.

C. City-Required Insurance Statement: The Contractor shall include the following statement on insurance certificates submitted to the City.

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior to written notice will be given to the City of Albion."

INDEMNITY

The Contractor shall indemnify, defend and save harmless the City of Albion, its commissioners, officers, agents, representatives and employees from and against all loss of expense (including costs and attorney's fees) by reason on any liability asserted or imposed upon the City, its commissioners, officers, agents, representatives and employees for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work described herein, whether such injuries to persons, or damage to property, is due, or claimed to be due, to the negligence of the Contractor, the City, its commissioners, officers, agents, representatives and employees.

COMPENSATION AND PAYMENT

For the period commencing April 1, 2017, and ending March 31, 2020 (the initial term), residential households will pay Contractor according to the following schedule:

| SERVICE YEAR | YEAR 1 | YEAR 2 | YEAR 3 |
|---|--|--|--|
| SERVICE DATES | 04/01/2017 TO 03/31/2018 | 04/01/2018 TO 03/31/2019 | 04/01/2019 TO 03/31/2020 |
| SERVICE TYPE | PRICE (MONTHLY; UNLESS NOTED) | | |
| 96-Gallon or 64-Gallon Cart Refuse Service | \$8.85 | \$8.85 | \$8.85 |
| Yard Waste Service | \$6.25 | \$6.25 | \$6.25 |
| Refuse and Yard Waste Exceeding Limit (Extra Bags or Bundles) | \$2.00 per Bag | \$2.00 per Bag | \$2.00 per Bag |
| Municipal Refuse Services | 2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service. | 2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service. | 2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service. |
| Annual Festival Refuse Services | 20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container). | 20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container). | 20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container). |
| Annual Clean Up Refuse Services | Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container). | Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container). | Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container). |

PAYMENT SCHEDULE

Residential households will be invoiced, in advance and quarterly for all services. Residents who might find quarterly invoicing a hardship may make arrangements for monthly invoicing directly with Contractor.

NON-PAYMENT

Contractor will use best efforts to collect balances owed from residents. Contractor reserves the right to use a third party professional collection agency (including credit reporting) to collect balances. City agrees to help Contractor with updated records and contact information for residents who move from the City without paying Contractor. After sixty (60) days of non-payment, from the date of the invoice, to Contractor, Contractor may cease servicing resident. Residents not serviced due to non-payment will be responsible for compliance with City ordinances and codes regarding refuse collection. Contractor shall not reasonably refuse to reactivate collection services after payment of full past due balances. City

and Contractor agree that the City shall not be responsible for the payment of resident's delinquent account.

ADDITIONAL FEES

Contractor reserves the right to petition the City for increases in prices due to government taxes, fees, surcharges, fuel costs, etc. Any rate change shall be subject to approval by the City Council. The Contractor may not assess any rates or fees not so approved.

NON-DISCRIMINATION

- A. Contractor agrees not to discriminate against any qualified employee of contractor or qualified applicant for employment with contractor on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.
- B. Contractor shall, when utilizing subcontractors require said subcontractors to include an identical non-discrimination provision in subcontracts.
- C. Contractor agrees not to discriminate against any resident of the City on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.

VENUE

This agreement shall be interpreted under the laws of the State of Michigan. Any and all claims, disagreements, lawsuits, actions, litigation, and disputes shall be heard in the Calhoun County courts, State of Michigan.

SEVERABILITY

If any part of this agreement is determined to be invalid, the remaining sections remain in full force and effect.

MODIFICATION

This agreement may not be modified except in writing and signed by both parties herein.

TERMINATION

In addition to the paragraph above entitled "Material Breach", in the event the Contractor should be adjudged bankrupt, make a general assignment for the benefits of Contractor's creditors, if a receiver is appointed to Contractor for purposes of insolvency, or if the Contractor disregards the laws of the State of Michigan, or disregards the ordinances of the City of Albion, the City may, without prejudice to any right or remedy, terminate this contract upon thirty (30) days' notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above stated.

ATTEST:

CITY OF ALBION

By: Jill Domingo
Jill Domingo
Its: Clerk


Garrett Brown
Its: Mayor

ATTEST:

GRANGER WASTE SERVICES

By: Maria E. Copeland
Maria Copeland
Its: Notary


Sean McHugh
Its: Director of Sales

MARIA E. COPELAND
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires March 6, 2022
Acting in the County of Clinton

Approved as to Form:

City Atty

Resolution #2019-23

A RESOLUTION TO APPROVE M-199 ROAD DIET

Purpose and Finding: The Michigan Department of Transportation (MDOT) has scheduled a \$2 million-dollar reconstruction of M-199 from the Eaton St and Austin Intersection to 27 Mile Rd. The project will continue on to exit 119 at I-94. The scope of the project will include the milling and filling of the entire section of road. MDOT recommends that M-199 be converted from four lanes to three lanes. The three-lane configuration would have a single east bound travel lane, a single west bound travel lane, and a center turn lane. Additionally, there will be a 5.5-foot buffer between the travel lanes and the existing curb gutter pan. This type of conversion has been completed on several area roads and will provide safety improvements for motorists and pedestrians. A traffic analysis was conducted and it was determined that M-199 would operate at an acceptable level of service with the three-lane configuration. An open house was held at the Ludington Center on May 15, 2019 to provide information on this project to the public.

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

RESOLVED, that the City of Albion supports the MDOT recommendation to convert M-199 from its existing four lane configuration to a three lane configuration with the project scheduled for 2020.

Date: June 17, 2019

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on June 17, 2019.

Jill Domingo
City Clerk

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CITY OF ALBION**

The Michigan Economic Development Corporation (the “MEDC”) enters into a binding agreement (the “Agreement”) with City of Albion (the “Grantee”). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a “Party” and collectively as “Parties.”

Grantee: City of Albion
112 West Cass Street
Albion, Michigan 49224

I. NATURE OF SERVICES. The purpose of this Agreement is to provide funding to the Grantee to replace aging utilities and infrastructure of the Albion Wastewater Treatment Plant. (the “Grant Activities”).

II. PERFORMANCE SCHEDULE.

Starting Date: June 25, 2018

Ending Date: September 30, 2020

The term of this Agreement (the “Term”) shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

III. INCORPORATION BY REFERENCE. The following documents are incorporated by reference as binding obligations, term and conditions of the Agreement.

Exhibit A: Grantee’s Budget

Exhibit B: Grantee’s Scope of Work

In the event of any inconsistency between the provisions of Exhibits A, B and this Agreement, the provisions of this Agreement shall control.

IV. PAYMENT SCHEDULE INFORMATION.

A. The MEDC agrees to pay the Grantee a sum not to exceed \$500,000.00 (the “Grant”). A disbursement of 50% of the funds may be made following Grant Agreement execution and authorization by the Grant Administrator. Additional funds shall only be disbursed after verification that the previous payment has been expended, in full, in accordance with the Agreement.

- B. Payment(s) under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator of Grantee's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Grantee shall provide Grantee's billing statement(s) to Grant Administrator or at Grant Administrator's direction. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's billing statement(s).
 - C. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
 - D. The Grantee agrees that all funds shown in the Budget, described in Exhibit A, are to be spent as specified. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.
 - E. Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.
 - F. Grantee's billing statement(s) may be subject to a final audit prior to the release of final payment.
- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Kristyn Blackmer (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
blackmerk1@michigan.org

VI. **GRANTEE DUTIES.**

- A. The Grantee agrees to undertake, perform, and complete the services fully described in Exhibit B.
- B. The Grantee agrees to submit documentation of the expenditures of funds and submit progress reports to the satisfaction of the MEDC, including before and after pictures showing new replacement of the utilities and infrastructure at the Albion Wastewater Treatment Plant, as described in Exhibit B to this Agreement.

VII. RELATIONSHIP OF THE PARTIES.

- A.** Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B.** Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C.** The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.
- D.** All tools, supplies, materials, equipment and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
- E.** Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

VIII. ACCESS TO RECORDS. During the Term, and for Seven years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

IX. TERMINATION. This Agreement shall terminate upon the earlier of the following:

- A.** The Ending Date.
- B.** Termination by the MEDC, by giving thirty calendar days prior written notice to the Grantee. In the event that the Legislature of the State of Michigan (the "State"), the State Government, or any State official, commission, authority, body, or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee.

- C. Termination by the MEDC pursuant to Section XIX of this Agreement.
- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.
- XI. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered “Confidential Information” under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC’s written consent.
- XII. **PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XIII. **INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices (“Inventions”) and shall have the right to enter into license agreements with industry covering Inventions.
- XIV. **CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee, nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Grantee’s performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either’s employees on behalf of the MEDC

would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

XV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE. To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and workers compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

XVI. TOTAL AGREEMENT. This Agreement, including the exhibits incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

XVII. ASSIGNMENT/TRANSFER/SUBCONTRACTING. Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.

- XVIII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties under this Agreement.
- XIX. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an “Event of Default” under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification or warranty was made in any material respect; (b) the Grantee’s failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee’s assets, which receiver or custodian is not discharged within Sixty calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within Sixty calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within Sixty calendar days. (f) the Grantee’s failure to comply with the reporting requirements hereof; (g) the Grantee’s failure to comply with any obligations or duties contained herein; (h) Grantee’s use of the Grant funds for any purpose not contemplated under this Agreement.
- XX. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.
- XXI. REIMBURSEMENT.** If this Grant is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.
- XXII. NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) One business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges

prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

XXIII. ACCESS TO RECORDS AND INSPECTION RIGHTS. During the Term, there will be frequent contact between the Grant Administrator and the Grantee. Until the end of the Term, to enable the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant disbursements; provided, however, that such audit right shall survive the end of the Term by three (3) years. At such visits, the Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances and accounts of the Grantee related to this Agreement with its officers, employees or agents. The MEDC shall have the right to remove, photocopy, photograph or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

XXIV. GOVERNING LAW. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement

XXV. COUNTERPARTS AND COPIES. The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.

XXVI. JURISDICTION. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim (a) that it is not subject to the jurisdiction of such court, (b) that the action is brought in an inconvenient forum, (c) that the venue of the suit, action or other proceeding is improper or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

XXVII. SURVIVAL. The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV and XXVI shall survive termination of this Agreement.

XXVIII. PUBLICITY. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE: City of Albion

Dated: _____

Scott Kipp
Interim City Manager

MEDC ACCEPTANCE: Michigan Economic Development Corporation

Dated: _____

Christin Armstrong
Secretary

EXHIBIT A
GRANTEE'S BUDGET

| 1. Grantee: City of Albion | | | 2. Project Title: | | |
|---|----------------------------|-------------------|-------------------|----------|---------------------|
| 3. Project Cost Elements | 4. Funding Sources | | | | |
| Activities | Special Legislative Grants | City of Albion | Other | Other | Total |
| <u>Wastewater Treatment Plant</u> | | | | | - |
| 2017-2018 WWTP Improvements | | 961,100.76 | | | 961,100.76 |
| 2018 WWTP Improvements - Cost Overruns (Reimbursement) | \$275,920 | | | | - |
| Administrative Costs | \$ 5,248.00 | | | | 5,248.00 |
| | | | | | - |
| <u>Equestrian Center/Trailhead Sewer/Water</u> | | | | | - |
| 2019-20 Sewer and water extension to Albion College equestiran Center | \$ 218,832.00 | | TBD | | 218,832.00 |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| Total | \$ 500,000.00 | 961,100.76 | - | - | 1,185,180.76 |

EXHIBIT B

GRANTEE'S SCOPE OF WORK

The Grantee will perform the following duties:

- Replacing the influent pump and primary clarifier tank
- Phase one - water and sewer to Albion College's equestrian center



Jackson Customer Service Center

1945 W Parnall Rd, Jackson, MI 49201 • (800) 477-5050

June 4, 2019

City of Albion
Attn: Jill Domingo
112 W. Cass St.
Albion, MI. 49224

Dear Jill:

Consumers Energy recently replaced failed and inefficient streetlights with more efficient LED fixtures. Enclosed please find the following contracts for signatures which document the orders that have been recently completed within the City of Albion. We will continue to replace and update your accounts periodically as our replacement program progresses.

1. Standard Lighting Contract - Form 548 (GU-XL)

- a. This contract represents the installation of the new LED cobrahead fixtures. A new GUXL contract account (1030 3446 0693) has been created for this new rate.

Please sign and return both forms in the envelope provided. We will return an executed copy of this once the conversion is complete and updates have been made to your bill.

2. Authorization for Change in Standard Lighting Contract - Form 547 (GUL)

- a. This contract represents the removal of a portion of your high pressure sodium lights from GUL Account (1000 0017 7012).

Please sign and return one copy, the other is for your records.

Please review the enclosed information to assure accuracy. If you are in agreement, please sign and return these in the envelope provided.

Thank you for your time and patience in this conversion process. If you have any additional questions or concerns, please feel free to contact me.

Sincerely,

Tami A Opalek
Consumers Energy
Streetlight Department
Sr. Technical Analyst II
tami.opalek@cmsenergy.com

Enclosures



**STANDARD LIGHTING CONTRACT
(COMPANY OWNED) FORM 548**

Contract Number: 103034460693

Notification Number: 1046381269

Part I

Effective date of agreement: 10/12/2018

Company:
CONSUMERS ENERGY COMPANY

Customer: Albion

A Michigan Corporation
ONE ENERGY PLAZA
JACKSON, MI 49201-2357

Customer Type: City

County: Calhoun

ZIP Code: 49224

Lighting Type: General Unmetered Experimental Lighting Rate GU-XL

Initial Term: 2 year(s) beginning with the Effective Date of Agreement stated above.

Part II

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: Albion

Customer Type: City

CE Representative Signature:

Customer Representative Signature:



CE Representative Name:

Print Name: _____

Title: _____

CE Representative Title:

Clerk Attest: _____

Standard Lighting Contract Terms and Conditions

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

The form is divided into two pages. The left page, titled 'AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY OWNED)', includes a 'Consumer Energy Company' dropdown, a 'Lighting Type' dropdown, and a 'Notification Number' field. It features a checkbox labeled 'I hereby authorize the lighting system... as shown on attached...'. The right page, titled 'RESOLUTION', contains a table with two sections: 'GENERAL SERVICE UNMETERED LIGHTING RATE GUL' and 'GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GUL-XL'. Both tables have columns for 'Number of Luminaires', 'Luminaire Type', 'Nominal Watts', 'Fixture Type', 'Fixture Size', 'Fixture Location', and 'Fixture Discharge'. A 'Submit' button is located at the bottom right of the right page.

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GUL-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
 - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
 - b. The relocated equipment shall conform with the provisions in such application rates
8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.
9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
11. Additional Items:
None

Part III

RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the City of Albion for a period of 2 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ and the Clerk be and are authorized and directed to execute such contract on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Calhoun

I, _____, Clerk of the City of Albion, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:



Municipal Customer Type:City

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

| <i>Number of Luminaires</i> | <i>Nominal Watts</i> | <i>Luminaire Type</i> | <i>Fixture Type</i> | <i>Fixture Style</i> | <i>Install Remove</i> | <i>Location</i> |
|---------------------------------|--------------------------|-----------------------|---------------------|----------------------|---------------------------|---------------------------------------|
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 204 S. Pearl Street albion |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 1100 S DALRYMPLE ST |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 1514 DEAN DR, ALBION |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 711 Division St. |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 405 FITCH ST |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 600 DIVISION ST |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 110 River St |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 423 DARROW ST |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | VETERANS WAY - ALB - REPL STLT |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 300 BLOCK OF CRANDALL ST ALBION |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 503 W. Chestnut Street ALBION |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 402 CRANDALL ST, ALBION |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 901 SHERIDAN CT, ALBION |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | COLLEGE AND ELIZABETH, ALBION |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 812 CARSON ST, ALBION |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 108 CRANDALL ST, ALBION |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 609 W CASS ST, ALBION |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 302 E PORTER ST, ALBION |
| 1 | <u>54</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 508 LOMBARD ST, ALBION |
| 1 | <u>72</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 1203 2ND ST, ALBION |
| 1 | <u>72</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | E CASS ST & N INGHAM ST, ALBION |
| 1 | <u>72</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | E CASS ST AND OSWEGO |
| 1 | <u>72</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 703 N Clark st, ALBION |
| 1 | <u>72</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 404 HAVEN RD, ALBION |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 211 MARKET PL,ALBION(1of2) |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 211 MARKET PL,ALBION(2of2) |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | 1215 N EATON ALBION |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | O @ E MICHIGAN AND HURON ST ALBION |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | S HANNAH ST AND E ERIE ST ALBION |

| | | | | | |
|---|------------|------------|------------------|----------------|-------------------------------|
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | 300 E MICHIGAN AVE, ALBION |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | 1201 N EATON ST, ALBION |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | 702 N SUPERIOR ST, ALBION |

Comments:
None



**STANDARD LIGHTING CONTRACT
(COMPANY OWNED) FORM 548**

Contract Number: 103034460693

Notification Number: 1046952703

Part I

Effective date of agreement:

Company:
CONSUMERS ENERGY COMPANY

Customer: Albion

A Michigan Corporation
ONE ENERGY PLAZA
JACKSON, MI 49201-2357

Customer Type: City

County: Calhoun

ZIP Code: 49224

Lighting Type: General Unmetered Experimental Lighting Rate GU-XL

Initial Term: 2 year(s) beginning with the Effective Date of Agreement stated above.

Part II

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: Albion

Customer Type: City

CE Representative Signature:

Customer Representative Signature:



CE Representative Name:

Print Name: _____

Title: _____

CE Representative Title:

Clerk Attest: _____

Standard Lighting Contract Terms and Conditions

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY OWNED)

Consumer Energy Company is authorized as of _____ by the _____ to make changes, as listed below, in the lighting service provided by the existing Standard Lighting Contract between the Company and the _____.

Lighting Type: _____
 Select: _____
 Location Number: _____
 Construction Work Order Number: _____

Consent for the changes in this lighting service to be implemented as a result of the above is given by the Customer on this Standard Lighting Contract as of _____.

By: _____

This agreement may be voided and all rights and obligations hereunder terminated if a written order or agreement is received from the Michigan Public Service Commission or if the Michigan Public Service Commission orders the termination of this agreement. This agreement is subject to the Michigan Public Service Commission's rules and regulations in effect on the date of the agreement. The Michigan Public Service Commission may, at its discretion, suspend or modify the terms of this agreement in whole or in part. The Michigan Public Service Commission may, at its discretion, suspend or modify the terms of this agreement in whole or in part.

Form 547 05-2014 Page 1 of 2

RESOLUTION

RESOLVED that the undersigned hereby agree to authorize Consumer Energy Company to make changes in the lighting service as provided in the attached Standard Lighting Contract between the Company and the _____ of _____, Michigan, as of the date of this Resolution.

RESOLVED that the undersigned hereby agree to authorize the Michigan Public Service Commission to make changes in the lighting service as provided in the attached Standard Lighting Contract between the Company and the _____ of _____, Michigan, as of the date of this Resolution.

Consent for the changes in this lighting service to be implemented as a result of the above is given by the Customer on this Standard Lighting Contract as of _____.

By: _____

GENERAL SERVICE UNMETERED LIGHTING RATE SCHEDULE

| Number of Luminaires | Nominal Power | Phase | Voltage | Location | Location ID |
|----------------------|---------------|-------|---------|----------|-------------|
| _____ | _____ | _____ | _____ | _____ | _____ |

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE SCHEDULE

| Number of Luminaires | Nominal Power | Phase | Voltage | Location | Location ID |
|----------------------|---------------|-------|---------|----------|-------------|
| _____ | _____ | _____ | _____ | _____ | _____ |

Submit

Form 547 05-2014 Page 2 of 2

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
 - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
 - b. The relocated equipment shall conform with the provisions in such application rates
8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.
9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
11. Additional Items:
None

Part III

RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the City of Albion for a period of 2 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ and the Clerk be and are authorized and directed to execute such contract on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Calhoun

I, _____, Clerk of the City of Albion, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:



Municipal Customer Type:City

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

| <i>Number of Luminaires</i> | <i>Nominal Watts</i> | <i>Luminaire Type</i> | <i>Fixture Type</i> | <i>Fixture Style</i> | <i>Install Remove</i> | <i>Location</i> |
|---------------------------------|--------------------------|---------------------------|---------------------|----------------------|---------------------------|---|
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | Austin Ave. W/of Albion St. |
| 4 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | Watson St W / of Maple St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | N. Eaton St. @ I94 Exit Ramp |
| 2 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | N. Eaton St btwn B. Dr. N & Bemer St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | South Corner of N. Eaton St. & Bemer St. |
| 2 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | N. Eaton St. Btwn Bemer St. & W. Watson St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | North Corner of W. Watson St. @N. Eaton St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | W. Watson @ Wiener Dr. |
| 2 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | W. Watson btwn Wiener Dr. & Terpenning St. |
| 2 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | N. Eaton St. Btwn W. Watson & E. Broadwell |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | SW Corner of N. Eaton St. & E. Broadwell |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | N. Eaton St. btwn E. Broadwell & Wild St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | South Corner of N. Eaton & Wild |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | N. Eaton St. @ Hartwell St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | N. Eaton St. @ W. North St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | N. Eaton St. btwn W. North St. & Arthur St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | N. Eaton St. @ Arthur St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | N.Eaton St. btwn Aurthur & Austin St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | E Corner of Austin Ave @ N. Eaton St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | W Corner of Chauncey St @ Austin Ave |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | E Corner of Austin Ave @ Grace St |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | E Corner of Austin Ave @ N Albion St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | Corner of E. Michigan Ave & Jackson St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | | <u>Install</u> | |

| | | | | | |
|---|------------|------------|------------------|----------------|--|
| | | | | | North side of E. Michigan Ave. btwn Clark & Lombard St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | E. Michigan Ave @ Lombard St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | North side of E. Michigan Ave btwn Lombard & Mingo St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | W Corner of E. Michigan Ave & N. Mingo St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | North side of E. Michigan Ave btwn N Mingo & College Ct. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | E Corner E. Michigan Ave. & Park St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | E Corner of E. Michigan Ave & Fitch St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | W Corner of E. Michigan Ave. @ Hannah St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | W Corner of E. Michigan Ave. @ Burr Oak St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | W Corner of E. Michigan Ave. @ N. Ingham St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | North Side of E. Michigan Ave Slightly W of Ingham St |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | E Corner of E. Michigan Ave @ Oswego St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | North side of E. Michigan Ave btwn Bidwell & Huron St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | SE Corner of E. Michigan Ave. & Huron St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | North side of E. Michigan Ave btwn Huron & Berrrien St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | SW Corner of E. Michigan Ave & Berrien St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | North side of E. Michigan Ave btwn Berrien & N. Monroe |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | SW Corner of E. Michigan Ave & N. Monroe St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | North side of E. Michigan Ave. btwn N. Monroe & N. Ionia St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | |

| | | | | | |
|---|------------|------------|------------------|----------------|--|
| | | | | | SW Corner of E. Michigan Ave. & Ionia St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | South side of E. Michigan Ave. btwn Ionia & Superior St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | South side of Austin Ave btwn N. Clinton & Superior St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | NE Corner of Austin Ave & N. Clinton St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | North side of Austin Ave btwn Superior St. & N. Clinton St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | NE side of Superior St. @ Austin Ave |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | NE Corner of Superior & E. Pine St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | W side of Superior St. @ E. Chestnut St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | NE Corner of E. Mulberry & Superior St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | E side of Superior btwn Mulberry & Railroad Tracks |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | E side of Superior in front of Citgo /PS |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | North side of E. Michigan Ave btwn Superior & N, Clinton St. |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | NE Corner of Cass St. @ Superior St. |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | Market Place 1st light S of E. Cass St. |
| 3 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | Market Place btwn E. Cass St. & E. Erie St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | South side of E. Erie St @ Market Place |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | South side of W. Erie St. btwn Superior St & Alley |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | North side of W. Erie St. btwn S. Clinton & Eaton St. |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | South side of W. Erie just west of Eaton St. |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | Erie St. btwn Linden Ave & S. Berrien St |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | South side of Erie St @ S, Huron St. |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | N side of Erie St @ Elizabeth St. |
| | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | |

| | | | | | |
|---|------------|------------|------------------|----------------|---|
| 1 | | | | | SW Corner of Erie St. & S. Hannah St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | East side of S. Superior btwn E. Ash & E Elm St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | SE Corner of S. Superior St. & E. Elm St |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | NE Corner of S. Superior St. & E. Walnut St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | SE Corner of S. Superior St. & E Oak St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | S Corner of S. Superior & River St. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | E side of S. Superior St. @ Irwin Ave. |
| 1 | <u>171</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | E. side Of S. Superior btwnCrandall St. & Irwin Ave |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | E side of S. Superior @ Crandall St. |
| 1 | <u>85</u> | <u>LED</u> | <u>Cobrahead</u> | <u>Install</u> | Superior St. @ Riverside Cemetary |

Comments:
None



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000177012

Consumers Energy Company is authorized as of _____, by the City of Albion, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Albion, dated 11/1/2012.

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1046381269

Construction Work Order Number(s):

33616052

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 11/1/2012 shall remain in full force and effect.

City of Albion

By:

(Signature)



(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Albion, dated 11/1/2012, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Select...

I, _____, Clerk of the City of Albion, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City



GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

| <i>Number of Luminaires</i> | <i>Nominal Watts</i> | <i>Luminaire Type</i> | <i>Fixture Type</i> | <i>Fixture Style</i> | <i>Install Remove</i> | <i>Location</i> |
|---------------------------------|--------------------------|---------------------------|---------------------|----------------------|---------------------------|---------------------------------------|
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 204 S. Pearl Street albion |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 1100 S DALRYMPLE ST |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 1514 DEAN DR, ALBION |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 711 Division St. |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 405 FITCH ST |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 600 DIVISION ST |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 110 River St |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 423 DARROW ST |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | VETERANS WAY - ALB - REPL STLT |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 300 BLOCK OF CRANDALL ST ALBION |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 503 W. Chestnut Street ALBION |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 402 CRANDALL ST, ALBION |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 901 SHERIDAN CT, ALBION |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | COLLEGE AND ELIZABETH, ALBION |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 812 CARSON ST, ALBION |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 108 CRANDALL ST, ALBION |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 609 W CASS ST, ALBION |
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 508 LOMBARD ST, ALBION |
| 1 | <u>150</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 1203 2ND ST, ALBION |
| 1 | <u>150</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | E CASS ST & N INGHAM ST, ALBION |
| 1 | <u>150</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | E CASS ST AND OSWEGO |
| 1 | <u>150</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 703 N Clark st, ALBION |
| 1 | <u>150</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 404 HAVEN RD, ALBION |
| 1 | <u>250</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 302 E PORTER ST, ALBION |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 1215 N EATON ALBION |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 0 @ E MICHIGAN AND HURON ST ALBION |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | S HANNAH ST AND E ERIE ST ALBION |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 300 E MICHIGAN AVE, ALBION |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 1201 N EATON ST, ALBION |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 702 N SUPERIOR ST, ALBION |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 211 MARKET PL,ALBION(1of2) |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | 211 MARKET PL,ALBION(2of2) |



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000177012

Consumers Energy Company is authorized as of _____, by the City of Albion, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Albion, dated .

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1046952703, 1046952700, 1046952697, 1044816866, 1047025059, 1047025061,

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated shall remain in full force and effect.

City of Albion

*City Center
Streetlight
Project*

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Albion, dated , in accordance with the Authorization for Change in Standard Lighting Contract dated _____, heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Calhoun

I, _____, Clerk of the City of Albion, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

| <i>Number of Luminaires</i> | <i>Nominal Watts</i> | <i>Luminaire Type</i> | <i>Fixture Type</i> | <i>Fixture Style</i> | <i>Install Remove</i> | <i>Location</i> |
|---------------------------------|--------------------------|---------------------------|---------------------|----------------------|---------------------------|---|
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | Austin Ave. W/of Albion St. |
| 4 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | Watson St W / of Maple St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | N. Eaton St. @ I94 Exit Ramp |
| 2 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | N. Eaton St btwn B. Dr. N & Bemer St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | South Corner of N. Eaton St. & Bemer St. |
| 2 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | N. Eaton St. Btwn Bemer St. & W. Watson St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | North Corner of W. Watson St. @N. Eaton St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | W. Watson @ Wiener Dr. |
| 2 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | W. Watson btwn Wiener Dr. & Terpenning St. |
| 2 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | N. Eaton St. Btwn W. Watson & E. Broadwell |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | SW Corner of N. Eaton St. & E. Broadwell |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | N. Eaton St. btwn E. Broadwell & Wild St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | South Corner of N. Eaton & Wild |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | N. Eaton St. @ Hartwell St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | N. Eaton St. @ W. North St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | N. Eaton St. btwn W. North St. & Arthur St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | N. Eaton St. @ Arthur St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | N.Eaton St. btwn Aurthur & Austin St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | E Corner of Austin Ave @ N. Eaton St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | W Corner of Chauncey St @ Austin Ave |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | E Corner of Austin Ave @ Grace St |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | E Corner of Austin Ave @ N Albion St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | Corner of E. Michigan Ave & Jackson St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | North side of E. Michigan Ave. btwn Clark & Lombard St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | E. Michigan Ave @ Lombard St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | North side of E. Michigan Ave btwn Lombard & Mingo St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | W Corner of E.Michigan Ave & N. Mingo St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | North side of E. Michigan Ave btwn N Mingo & College Ct. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | | <u>Remove</u> | |

| | | | | | |
|---|------------|-----|------------------|---------------|--|
| | | | | | E Corner E. Michigan Ave. & Park St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | E Corner of E. Michigan Ave & Fitch St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | W Corner of E. Michigan Ave. @ Hannah St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | W Corner of E. Michigan Ave. @ Burr Oak St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | W Corner of E. Michigan Ave. @ N. Ingham St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | North Side of E. Michigan Ave Slightly W of Ingham St |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | E Corner of E. Michigan Ave @ Oswego St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | North side of E. Michigan Ave btwn Bidwell & Huron St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | SE Corner of E. Michigan Ave. & Huron St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | North side of E. Michigan Ave btwn Huron & Berrien St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | SW Corner of E. Michigan Ave & Berrien St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | North side of E. Michigan Ave btwn Berrien & N. Monroe |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | SW Corner of E. Michigan Ave & N. Monroe St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | North side of E. Michigan Ave. btwn N. Monroe & N. Ionia St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | SW Corner of E. Michigan Ave. & Ionia St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | South side of E. Michigan Ave. btwn Ionia & Superior St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | South side of Austin Ave btwn N. Clinton & Superior St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | NE Corner of Austin Ave & N. Clinton St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | North side of Austin Ave btwn Superior St. & N. Clinton St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | NE side of Superior St. @ Austin Ave |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | NE Corner of Superior & E. Pine St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | W side of Superior St. @ E. Chestnut St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | NE Corner of E. Mulberry & Superior St. |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | E side of Superior btwn Mulberry & Railroad Tracks |
| 1 | <u>400</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | North side of E. Michigan Ave btwn Superior & N, Clinton St. |
| 1 | <u>250</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | NE Corner of Cass St. @ Superior St. |
| 1 | <u>250</u> | HPS | <u>Cobrahead</u> | <u>Remove</u> | |

| | | | | | |
|---|------------|------------|------------------|---------------|---|
| | | | | | Market Place 1st light S of E. Cass St. |
| 3 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | E side of Superior in front of Citgo /PS |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | South side of E. Erie St @ Market Place |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | South side of W. Erie St. btwn Superior St & Alley |
| 1 | <u>250</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | North side of W. Erie St. btwn S. Clinton & Eaton St. |
| 1 | <u>250</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | South side of W. Erie just west of Eaton St. |
| 1 | <u>250</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | Erie St. btwn Linden Ave & S. Berrien St |
| 1 | <u>250</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | South side of Erie St @ S, Huron St. |
| 1 | <u>250</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | N side of Erie St @ Elizabeth St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | SW Corner of Erie St. & S. Hannah St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | East side of S. Superior btwn E. Ash & E Elm St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | SE Corner of S. Superior St. & E. Elm St |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | NE Corner of S. Superior St. & E. Walnut St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | SE Corner of S. Superior St. & E Oak St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | S Corner of S. Superior & River St. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | E side of S. Superior St. @ Irwin Ave. |
| 1 | <u>400</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | E. side Of S. Superior btwn Crandall St. & Irwin Ave |
| 1 | <u>250</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | E side of S. Superior @ Crandall St. |
| 1 | <u>250</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Remove</u> | Superior St. @ Riverside Cemetary |

June 17, 2019

Dear Council Members,

I am requesting your approval to purchase through MIDEAL the following equipment.

| | |
|---------------------------|--------------------|
| Wide area Mower | \$55,773.21 |
| Dura Patcher | \$59,405.00 |
| Planer | \$8,269.80 |
| Hot Patcher | \$15,408.00 |
| Hot Patcher with recycler | <u>\$19,886.34</u> |
| Total | \$158,742.35 |

The money needed for these purchased would come from the fund balance of the City of Albion. As you know, we are in desperate need of appropriate equipment to effectively do the work of the City.

Respectfully,

Kent Phillips

Acting Director of Public Services

Front Mowers

1500 Series TerrainCut™

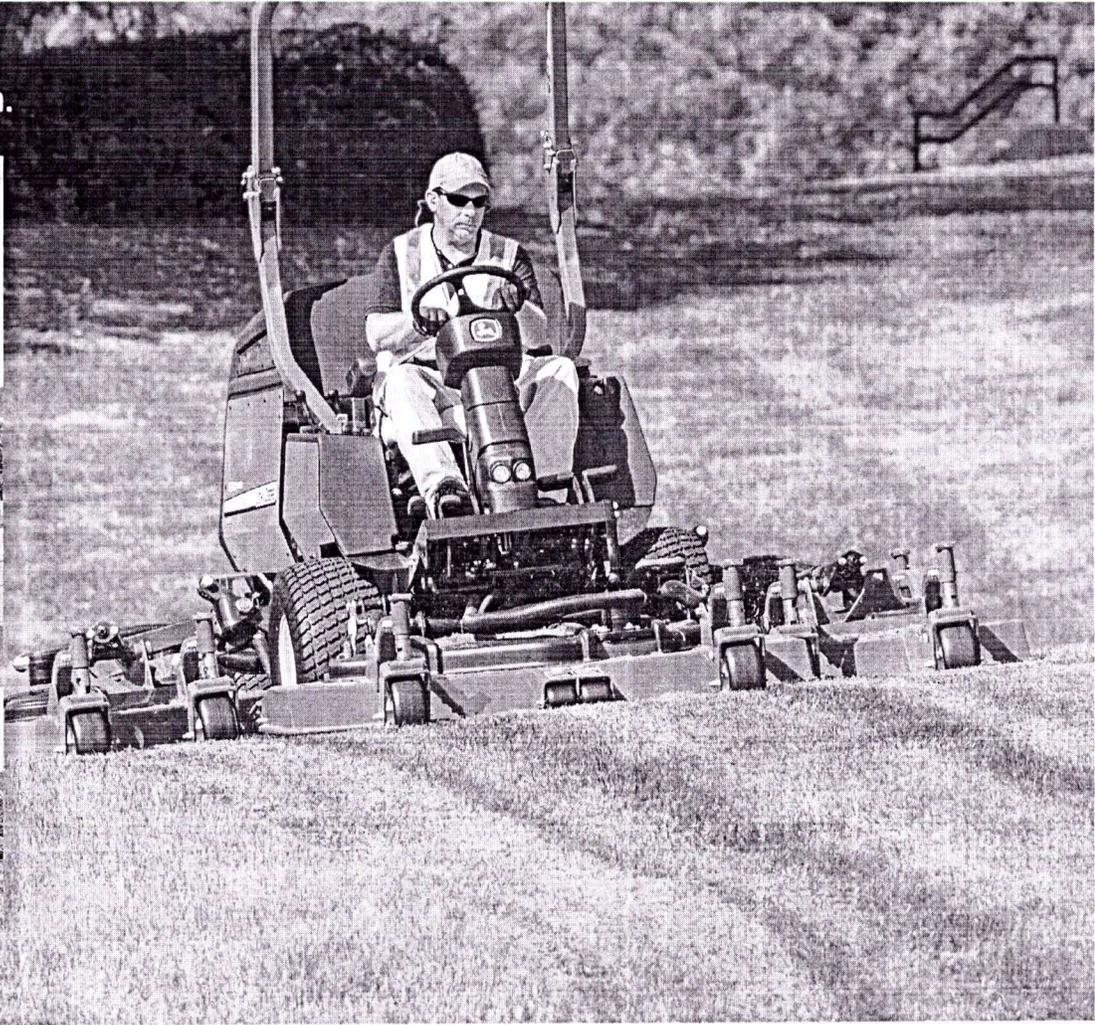
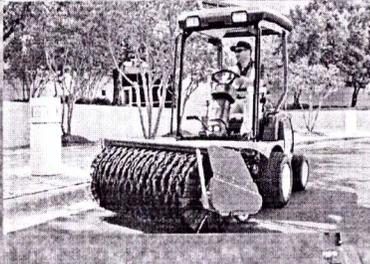
Wide-Area Mowers

1600 Turbo Series III



JOHN DEERE

Every season is our season.



YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- Shipping address
- Billing address
- Vendor: John Deere Company
- 2000 John Deere Run Cary,
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

Bridget Horrigan

Performance Automotive
2710 Airport Road
Jackson, MI 49202

Tel: 517-789-7151

Fax: 517-789-5155

Email: performanceauto040@sbcglobal.net



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Performance Automotive
 2710 Airport Road
 Jackson, MI 49202
 517-789-7151
 performanceauto040@sbcglobal.net

Quote Summary

Prepared For:
 City Of Albion
 112 W Cass St
 Albion, MI 49224
 Business: 517-629-7887
 KPhillips@cityofalbionmi.gov

Delivering Dealer:
Performance Automotive
 Bridget Horrigan
 2710 Airport Road
 Jackson, MI 49202
 Phone: 517-789-7151
 performanceauto040@sbcglobal.net

Quote ID: 19825713
Created On: 11 June 2019
Last Modified On: 11 June 2019
Expiration Date: 11 July 2019

| Equipment Summary | Selling Price | Qty | Extended |
|--|----------------|-----|---------------------|
| JOHN DEERE 1600 Turbo Series III Commercial Wide Area Mower with 2-Post Folding ROPS Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date: November 1, 2018 | \$ 55,773.21 X | 1 = | \$ 55,773.21 |
| Equipment Total | | | \$ 55,773.21 |

* Includes Fees and Non-contract items

| Quote Summary | |
|----------------------------|---------------------|
| Equipment Total | \$ 55,773.21 |
| Trade In | |
| SubTotal | \$ 55,773.21 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 55,773.21 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 55,773.21 |

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 19825713 Customer Name: CITY OF ALBION

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Performance Automotive
2710 Airport Road
Jackson, MI 49202
517-789-7151
performanceauto040@sbcglobal.net

JOHN DEERE 1600 Turbo Series III Commercial Wide Area Mower with 2-

Hours:

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)

Selling Price *
\$ 55,773.21

Price Effective Date: November 1, 2018

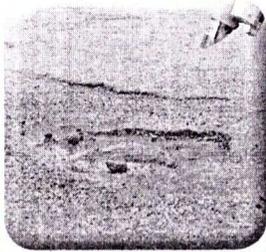
* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|---|-----|---------------------|-----------|---------------------|---------------------|-------------------------|
| 0731TC | 1600 Turbo Series III Commercial Wide Area Mower with 2-Post Folding ROPS | 1 | \$ 70,599.00 | 21.00 | \$ 14,825.79 | \$ 55,773.21 | \$ 55,773.21 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States and Canada | 1 | \$ 0.00 | 21.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0443 | US English w/ Spanish (Bi-Lingual) Operator's Manual | 1 | \$ 0.00 | 21.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Value Added Services Total | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Suggested Price | | | | | | \$ 55,773.21 | |
| Total Selling Price | | | \$ 70,599.00 | | \$ 14,825.79 | \$ 55,773.21 | \$ 55,773.21 |

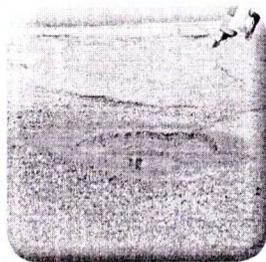


DURAPATCHER

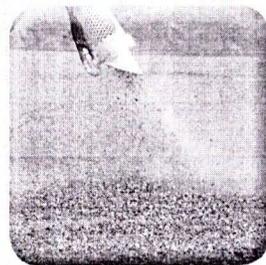
P 2



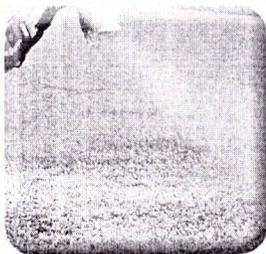
1. Clean



2. Tack



3. Fill



4. Coat



A permanent patch in 4 easy steps:

Patch in almost any weather conditions and eliminate labor intensive, poor performing patches with the DuraPatcher 4 step process.

- 1. Clean:** Use High Volume Low Pressure air to clean the patch of debris.
- 2. Tack:** Prep the patch with a coating of emulsion.
- 3. Fill:** Inject emulsion coated aggregate and fill pothole.
- 4. Coat:** Apply a light coating of clean aggregate and open to traffic.

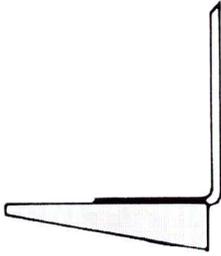
Low Maintenance/Hi-Performance:

The DuraPatcher air-driven system utilizes virtually no moving parts in the delivery system. No augers, conveyors or other wear parts are required making it the most reliable in the industry. Aggregate is gravity fed from the tow vehicle completing the worry-free package. The system will deliver aggregate up to 2.5 inches in diameter without plugging or adjustment.

Ergonomic No-stress boom: The 3 piece boom design provides the ultimate in support for the operator moving the delivery hose. The boom/slide system easily moves throughout the entire 18 foot working radius allowing for smooth patching anywhere in the work zone.

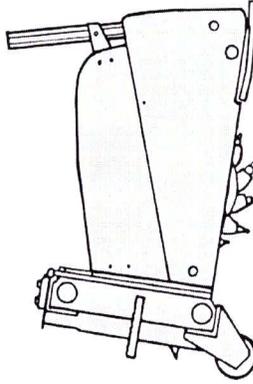
Vent-Flo nozzle: The specially designed Vent-Flo nozzle properly coats the aggregate with the right amount of emulsion regardless of aggregate size. The mix is applied at an angle to the repair allowing maximum placement and best operator safety. The vent holes diffuse/slow down the air stream to minimize rock overspray and maximize placement into the repair.

| Part Number | Pallet Forks, Hydraulic Description | SLP in US\$ | Discount Percent | Labor | Price |
|-------------|--|-------------|------------------|-------|-------|
|-------------|--|-------------|------------------|-------|-------|



| | | | | | |
|--|---|------------|-------|--------|------------|
| (S450, S510, S550, S530, S570, S590, S595) (A770) (S630, S650, S740, S750, S770, S850) (T450, T550, T590, T595) (T630, T650, T740, T750, T770, T870) | 48" Hydraulic Pallet Fork (Includes back frame and 2 hydraulically adjustable 48" teeth) | \$2,925.00 | 24.0% | \$0.00 | \$2,223.00 |
|--|---|------------|-------|--------|------------|

| Part Number | Planer Description | SLP in US\$ | Discount Percent | Labor | Price |
|-------------|-----------------------|-------------|------------------|-------|-------|
|-------------|-----------------------|-------------|------------------|-------|-------|



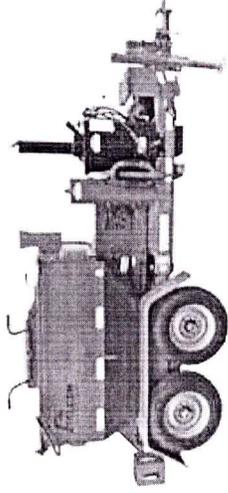
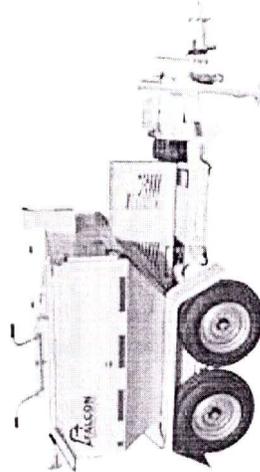
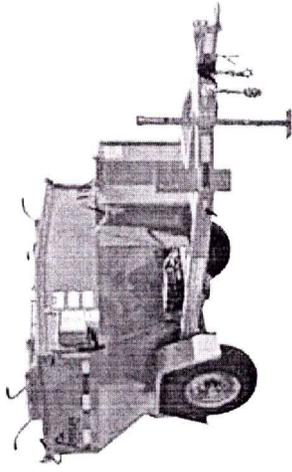
| | | | | | |
|--|--|------------|-------|--------|------------|
| (S450, S510, S550, S530, S570, S590, S595, S630, S650, S740, S750, S770) (A770) (T450, T550, T590, T595) (T630, T650, T740, T750, T770) | 14" Planer, Standard Flow (Includes manual depth adjust, hydraulic sideshift, and hoses) Must also order a drum. (No Attachment Control Kit is required) | \$8,895.00 | 24.0% | \$0.00 | \$6,760.20 |
|--|--|------------|-------|--------|------------|

Drums for 14" Planers - MUST order one of the following drum options

| | | | | | |
|---------------|---|------------|-------|--------|------------|
| M7019-R01-C03 | 14" All Purpose Drum (With 46 bits) (Ship Weight 260 lbs.) | \$2,460.00 | 24.0% | \$0.00 | \$1,869.60 |
|---------------|---|------------|-------|--------|------------|

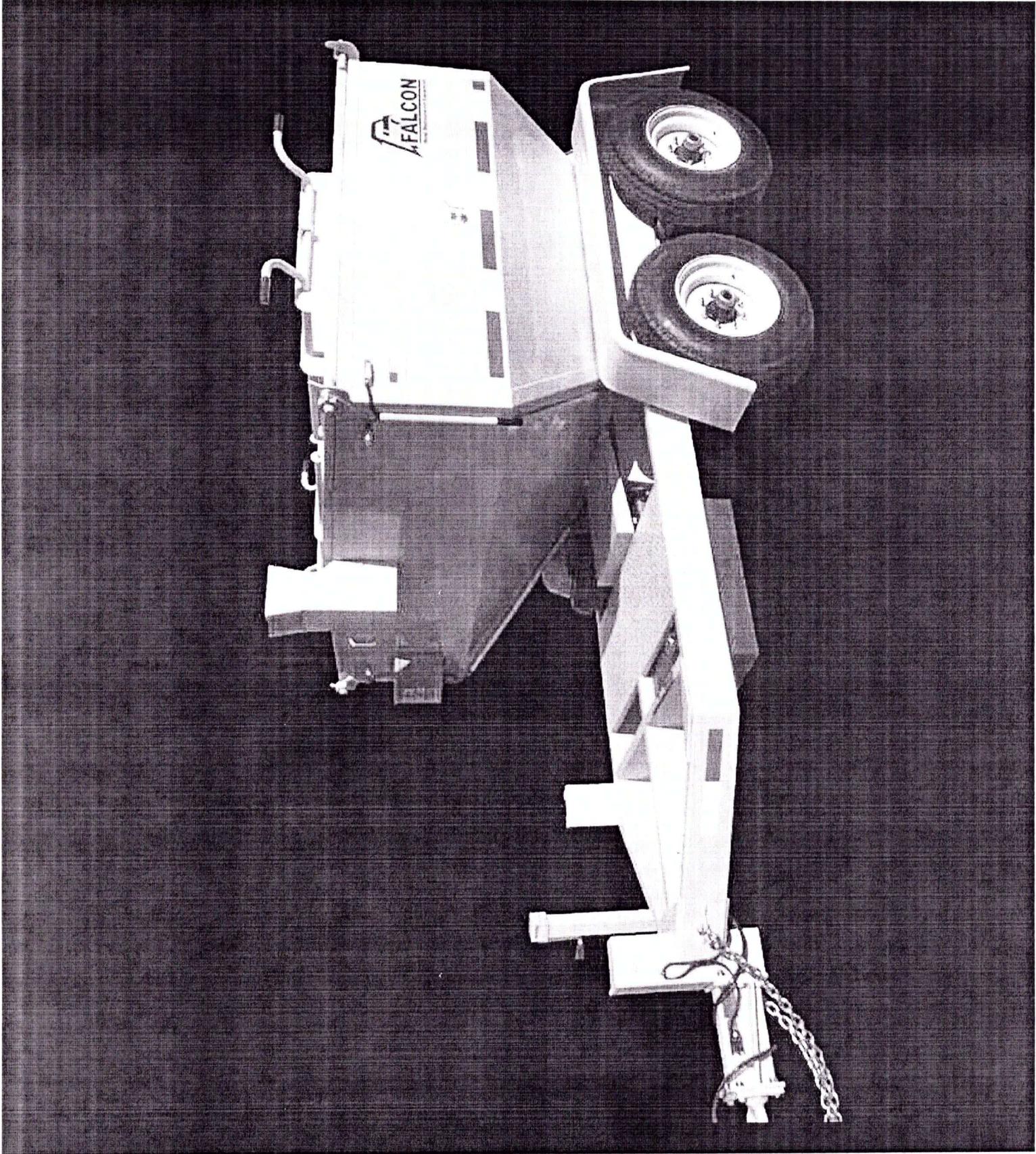
TRAILER MODEL

AVAILABLE IN 2, 3 & 4 TON



IT'S VERSATILE

- Recycle leftover asphalt, chunks and millings.
- Transport asphalt and keep it hot all day.
- Hold hot mix overnight.
- Heat and re-heat cold patch.



| CONTRACT # 071B7700092 - AWARDED SPECIFICATIONS FOR PURCHASE | | | | | DELIVERY |
|--|--|--------------------|--------------|--|--|
| Spec # | EQUIPMENT MAKE & MODEL: | EQUIPMENT CATEGORY | Quoted Price | Hourly rate for training (per Schedule A, Statement of Work, section A.,3.3) | Per mile from Contractor's nearest dealer location |
| 10 | C36-0401-4T-16 Asphalt Heater-Hauler - FALCON P4D1XI | Asphalt Heater | \$15,408.00 | \$0.00 | \$ 1.00 |

| Catalog Pricing For PURCHASE | | | | | | | | DELIVERY |
|------------------------------|---|--------------------|----------|---------------------|------------|-------------|------------------------|--|
| Item # | EQUIPMENT MAKE & MODEL: | EQUIPMENT CATEGORY | MSRP | % Discount Off MSRP | Discount | Set-Up Fees | Total cost with set-up | Per mile from Contractor's nearest dealer location |
| 1 | FALCON / P4D1XI BASE MODEL (No Options) | Asphalt Heater | \$21,556 | 30.91% | \$6,662.06 | included | \$14,894 | \$1.00 |
| 2 | dump box power up/down capability | Asphalt Heater | \$4,769 | 7.3% | \$348.14 | included | \$4,420.86 | na |
| 3 | dump box power up/down capability | Asphalt Heater | \$314 | 7.3% | \$22.92 | included | \$291.08 | na |
| 4 | rear mounting of hydraulic pendants (price per pendant) | Asphalt Heater | \$42 | 7.3% | \$3.07 | included | \$38.93 | na |
| 5 | single frame extension | Asphalt Heater | \$217 | 7.3% | \$15.84 | included | \$201.16 | na |
| 6 | double frame extension (includes two 7K torsion axles, 2x8 frame material, double extended frame) | Asphalt Heater | \$2,014 | 7.3% | \$147.02 | included | \$1,866.98 | na |
| 7 | hydraulic unloading and loading doors for trailer model (12v electric over hydraulic pump) | Asphalt Heater | \$3,717 | 7.3% | \$271.34 | included | \$3,445.66 | na |
| 8 | single hydraulic unloading door (manual loading doors) | Asphalt Heater | \$1,694 | 7.3% | \$123.66 | included | \$1,570.34 | na |
| 9 | bifold loading doors upgrade for hydraulic loading door option | Asphalt Heater | \$1,389 | 7.3% | \$101.40 | included | \$1,287.60 | na |
| 10 | starter buddy (non-mobile diesel fuel preheater) | Asphalt Heater | \$316 | 7.3% | \$23.07 | included | \$292.93 | na |
| 11 | Dual diesel burner recycling package with 24-hour timer | Asphalt Heater | \$4,831 | 7.3% | \$352.66 | included | \$4,478.34 | na |
| 12 | Dual diesel burner recycling package with 7-day timer | Asphalt Heater | \$4,957 | 7.3% | \$361.86 | included | \$4,595.14 | na |
| 13 | Electric overnight heat (110V system) (TWO 110V PLUGS / 1500 Watts) | Asphalt Heater | \$4,444 | 7.3% | \$324.41 | included | \$4,119.59 | na |
| 14 | Electric overnight heat (240V System) (ONE 240V PLUG / 1500 Watts) | Asphalt Heater | \$2,735 | 7.3% | \$199.66 | included | \$2,535.35 | na |
| 15 | Oil Jacketed Hopper | Asphalt Heater | \$3,788 | 7.3% | \$276.52 | included | \$3,511.48 | na |
| 16 | tandem axle surge brakes (spring axles only / Not Torsion Axles) | Asphalt Heater | \$1,382 | 7.3% | \$100.89 | included | \$1,281.11 | na |
| 17 | single torsion axle (7K) (electric brakes) | Asphalt Heater | \$470 | 7.3% | \$34.31 | included | \$435.69 | na |
| 18 | tandem torsion axle (7K) (electric brakes) | Asphalt Heater | \$940 | 7.3% | \$68.62 | included | \$871.38 | na |
| 19 | arrow board non LED | Asphalt Heater | \$1,442 | 7.3% | \$105.27 | included | \$1,336.73 | na |
| 20 | arrow board (LED) | Asphalt Heater | \$1,894 | 7.3% | \$138.26 | included | \$1,755.74 | na |
| 21 | arrow stick LED | Asphalt Heater | \$1,218 | 7.3% | \$88.91 | included | \$1,129.09 | na |
| 22 | backup lights | Asphalt Heater | \$236 | 7.3% | \$17.23 | included | \$218.77 | na |
| 23 | one red LED and one amber strobe per side | Asphalt Heater | \$389 | 7.3% | \$28.40 | included | \$360.60 | na |
| 24 | two red LED and one amber strobe per side | Asphalt Heater | \$547 | 7.3% | \$39.93 | included | \$507.07 | na |
| 25 | night work lights (LED) | Asphalt Heater | \$426 | 7.3% | \$31.10 | included | \$394.90 | na |
| 26 | warning light / strobe with mounting bracket on front hopper wall (each) | Asphalt Heater | \$442 | 7.3% | \$32.27 | included | \$409.73 | na |
| 27 | warning light / strobe with mounting bracket on rear of hopper loading door (each) | Asphalt Heater | \$229 | 7.3% | \$16.72 | included | \$212.28 | na |
| 28 | bracket for release agent sprayer (8 inch x 8 inch) | Asphalt Heater | \$297 | 7.3% | \$21.68 | included | \$275.32 | na |
| 29 | 30 gallon non-heated/non-insulated | Asphalt Heater | \$1,146 | 7.3% | \$83.66 | included | \$1,062.34 | na |
| 30 | 30 gallon heated/insulated | Asphalt Heater | \$3,646 | 7.3% | \$266.16 | included | \$3,379.84 | na |
| 31 | 30-gallon heated/insulated ac heater | Asphalt Heater | \$6,285 | 7.3% | \$458.81 | included | \$5,826.20 | na |
| 32 | spray system RSS (5.5 HP) | Asphalt Heater | \$3,472 | 7.3% | \$253.46 | included | \$3,218.54 | na |
| 33 | rejuv spray system hose reel | Asphalt Heater | \$729 | 7.3% | \$53.22 | included | \$675.78 | na |
| 34 | Watering can and bracket | Asphalt Heater | \$282 | 7.3% | \$20.59 | included | \$261.41 | na |
| 35 | basket for mounting plate compactor (24x24) | Asphalt Heater | \$268 | 7.3% | \$19.56 | included | \$248.44 | na |
| 36 | hoist with manual winch with 250 lift capacity | Asphalt Heater | \$758 | 7.3% | \$55.33 | included | \$702.67 | na |
| 37 | hoist with 12-volt winch 250 lbs lift capacity | Asphalt Heater | \$1,087 | 7.3% | \$79.35 | included | \$1,007.65 | na |
| 38 | water tank (15 gallons) with mounting bracket | Asphalt Heater | \$436 | 7.3% | \$31.83 | included | \$404.17 | na |
| 39 | bomag compactor 18/45-2W | Asphalt Heater | \$2,787 | 7.3% | \$203.45 | included | \$2,583.55 | na |
| 40 | bomag compactor wheels | Asphalt Heater | \$297 | 7.3% | \$21.68 | included | \$275.32 | na |
| 41 | Cold weather package (12v Mobile) | Asphalt Heater | \$1,333 | 7.3% | \$97.31 | included | \$1,235.69 | na |
| 42 | 16 tandem axle tire upgrade | Asphalt Heater | \$631 | 7.3% | \$46.06 | included | \$584.94 | na |
| 43 | backup alarm | Asphalt Heater | \$175 | 7.3% | \$12.78 | included | \$162.23 | na |
| 44 | battery charger | Asphalt Heater | \$564 | 7.3% | \$41.17 | included | \$522.83 | na |
| 45 | document holder (JAMES KING) | Asphalt Heater | \$105 | 7.3% | \$7.67 | included | \$97.34 | na |
| 46 | emergency stop button | Asphalt Heater | \$393 | 7.3% | \$28.69 | included | \$364.31 | na |

Resolution #2019-25
To Set 2019 Tax Levy

History: The City Council of the City of Albion must determine the level of funding in the General Operation Fund for the fiscal year 2019. The ad valorem taxable value of real and personal property within the City of Albion as determined by the City Assessor is \$90,275,846.

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

Resolved: That the City Council of the City of Albion hereby sets the FY 2019 tax millage as follows:

1. 11.8897 mills for General Fund operations, which will raise a total of \$1,081,072.
2. 2.9790 mills for solid waste, which will raise a total of \$270,856.
3. 2.9790 mills for Street Improvements, which will raise a total of \$270,856.
4. 1.9860 mills for Recreation operations, which will raise a total of \$135,421.

I hereby certify that the above resolution was adopted on June 17, 2019 in a regular session of the Albion City Council and this is a true copy of that resolution.

Ayes: _____

Nays: _____

Absent: _____

Jill Domingo, City Clerk

**INFORMATION
ONLY**

FROM 04/01/2019 TO 04/30/2019

FUND: 101 202 203 208 226 250 265 275 277 450 452 590 591 661

CASH AND INVESTMENT ACCOUNTS

| Fund Account | Description | Beginning Balance 04/01/2019 | Total Debits | Total Credits | Ending Balance 04/30/2019 |
|--------------|--------------------------------|---------------------------------|--------------|---------------|------------------------------|
| Fund 101 | GENERAL FUND | | | | |
| 001.00 | CASH | (21,848.88) | 245,277.22 | 315,038.15 | (91,609.81) |
| 002.00 | CASH - INCOME TAX ACCOUNT | 485,019.77 | 121,093.50 | 16,124.00 | 589,989.27 |
| 003.00 | CERTIFICATES OF DEPOSIT | 100,220.00 | 16.00 | 0.00 | 100,236.00 |
| 004.00 | PETTY CASH | 100.00 | 0.00 | 0.00 | 100.00 |
| 004.02 | PETTY CASH - CHANGE DRAWER | 400.00 | 0.00 | 0.00 | 400.00 |
| 005.00 | HRA ACCOUNT FOR EMPLOYEES | 4,447.22 | 1,304.14 | 1,664.34 | 4,087.02 |
| 007.00 | CASH PARK FENCE | 17,599.34 | 10.03 | 0.00 | 17,609.37 |
| 017.00 | INVESTMENTS | 312,171.71 | 0.00 | 0.00 | 312,171.71 |
| | GENERAL FUND | 898,109.16 | 367,700.89 | 332,826.49 | 932,983.56 |
| Fund 202 | MAJOR STREETS FUND | | | | |
| 001.00 | CASH | 539,490.40 | 64,840.68 | 17,114.73 | 587,216.35 |
| 017.00 | INVESTMENTS | 101,992.39 | 0.00 | 0.00 | 101,992.39 |
| | MAJOR STREETS FUND | 641,482.79 | 64,840.68 | 17,114.73 | 689,208.74 |
| Fund 203 | LOCAL STREETS FUND | | | | |
| 001.00 | CASH | 333,677.38 | 23,905.40 | 37,047.36 | 320,535.42 |
| Fund 208 | RECREATION FUND | | | | |
| 001.00 | CASH | 68,459.20 | 338.74 | 8,715.65 | 60,082.29 |
| Fund 226 | SOLID WASTE FUND | | | | |
| 001.00 | CASH | 293,573.99 | 190.36 | 6,361.78 | 287,402.57 |
| 017.00 | INVESTMENTS | 53,395.94 | 0.00 | 0.00 | 53,395.94 |
| | SOLID WASTE FUND | 346,969.93 | 190.36 | 6,361.78 | 340,798.51 |
| Fund 250 | CDBG FUND | | | | |
| 001.01 | CDBG FUND CASH | 33,461.63 | 19.07 | 0.00 | 33,480.70 |
| Fund 265 | DRUG LAW ENFORCEMENT FUND | | | | |
| 001.00 | CASH | (12,185.26) | 310.61 | 4,189.54 | (16,064.19) |
| Fund 275 | ALBION BUILDING AUTHORITY FUND | | | | |
| 001.01 | FUND CASH ACCOUNT | 199,797.36 | 2,641.55 | 930.73 | 201,508.18 |
| 004.00 | PETTY CASH | 276.76 | 0.00 | 0.00 | 276.76 |
| | ALBION BUILDING AUTHORITY FUND | 200,074.12 | 2,641.55 | 930.73 | 201,784.94 |
| Fund 277 | ABA SEC 8 MAPLE GROVE | | | | |
| 001.01 | FUND CASH ACCOUNT | 203,988.22 | 38,385.89 | 22,935.35 | 219,438.76 |
| 002.00 | CASH - CAPITAL PROJECTS RESERV | 500,967.96 | 6,181.30 | 0.00 | 507,149.26 |
| 008.00 | CASH-SECURITY DEPOSIT | 25,190.99 | 1,582.00 | 953.00 | 25,819.99 |
| | ABA SEC 8 MAPLE GROVE | 730,147.17 | 46,149.19 | 23,888.35 | 752,408.01 |
| Fund 450 | STREET IMPROVEMENTS FUND | | | | |
| 001.00 | CASH | 292,427.59 | 176.34 | 0.00 | 292,603.93 |
| 017.00 | INVESTMENTS | 254,981.13 | 0.00 | 0.00 | 254,981.13 |
| | STREET IMPROVEMENTS FUND | 547,408.72 | 176.34 | 0.00 | 547,585.06 |
| Fund 452 | MDOT RECONSTRUCTION FUND | | | | |
| 001.00 | CASH | 9,918.61 | 0.00 | 22,946.75 | (13,028.14) |
| Fund 590 | SEWER FUND | | | | |
| 001.00 | CASH | (29,581.78) | 122,114.70 | 75,454.75 | 17,078.17 |
| 017.00 | INVESTMENTS | 310,811.55 | 0.00 | 0.00 | 310,811.55 |
| | SEWER FUND | 281,229.77 | 122,114.70 | 75,454.75 | 327,889.72 |
| Fund 591 | WATER FUND | | | | |
| 001.00 | CASH | 509,734.62 | 79,661.65 | 79,060.32 | 510,335.95 |
| 003.00 | CERTIFICATES OF DEPOSIT | 249,776.50 | 95.00 | 0.00 | 249,871.50 |

CASH SUMMARY BY ACCOUNT FOR CITY OF ALBION

FROM 04/01/2019 TO 04/30/2019

FUND: 101 202 203 208 226 250 265 275 277 450 452 590 591 661

CASH AND INVESTMENT ACCOUNTS

| Fund Account | Description | Beginning Balance 04/01/2019 | Total Debits | Total Credits | Ending Balance 04/30/2019 |
|--------------|--------------------------------|---------------------------------|-------------------|-------------------|------------------------------|
| 006.00 | RESTRICTED CASH - BOND RESERVE | 61,990.00 | 0.00 | 0.00 | 61,990.00 |
| 008.00 | CASH-SECURITY DEPOSIT | 200.00 | 0.00 | 0.00 | 200.00 |
| 017.00 | INVESTMENTS | 361,967.00 | 0.00 | 0.00 | 361,967.00 |
| | WATER FUND | <u>1,183,668.12</u> | <u>79,756.65</u> | <u>79,060.32</u> | <u>1,184,364.45</u> |
| Fund 661 | EQUIPMENT POOL FUND | | | | |
| 001.00 | CASH | 264,897.75 | 24,247.04 | 12,084.90 | 277,059.89 |
| | TOTAL - ALL FUNDS | <u>5,527,319.09</u> | <u>732,391.22</u> | <u>620,621.35</u> | <u>5,639,088.96</u> |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | END BALANCE | YTD BALANCE | 2019 | % BDGT USED |
|--|-------------|----------------|---------------------------------|---------------------------------|--------------------|----------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | 04/30/2019 NORMAL (ABNORMAL) | ORIGINAL BUDGET | |
| Fund 101 - GENERAL FUND | | | | | | |
| 000 - GENERAL | | 3,670,410.00 | 3,685,705.62 | 853,018.36 | 3,948,592.00 | 21.60 |
| 209 - ASSESSING | | 76.00 | 75.50 | 10.00 | 0.00 | 100.00 |
| 215 - CLERK | | 62.00 | 62.67 | 243.60 | 0.00 | 100.00 |
| 260 - FINANCE DEPT AND/OR ABA GENERAL | | 600.00 | 817.00 | 210.00 | 600.00 | 35.00 |
| 276 - CEMETERY | | 87,447.00 | 89,746.80 | 13,706.16 | 58,000.00 | 23.63 |
| 345 - PUBLIC SAFETY | | 85,173.00 | 36,163.93 | 12,897.00 | 36,500.00 | 35.33 |
| 422 - CODE ENFORCEMENT | | 93,150.00 | 92,711.14 | 20,884.20 | 101,500.00 | 20.58 |
| 448 - STREET LIGHTING | | 0.00 | 0.00 | 192,254.00 | 0.00 | 100.00 |
| 758 - ALBION RIVER/BIKE TRAIL | | 76,319.00 | 76,318.91 | 0.00 | 0.00 | 0.00 |
| 775 - PARKS | | 2,400.00 | 2,390.00 | 1,970.00 | 2,500.00 | 78.80 |
| 778 - HOLLAND PARK TRANSFORMATION PROJECT | | 4,704.00 | 4,704.16 | 10,000.00 | 10,000.00 | 100.00 |
| 930 - TRANSFER IN | | 10,000.00 | 10,000.00 | 0.00 | 10,000.00 | 0.00 |
| TOTAL REVENUES | | 4,030,341.00 | 3,998,695.73 | 1,105,193.32 | 4,167,692.00 | 26.52 |
| 101 - CITY COUNCIL | | 54,055.00 | 40,841.67 | 8,482.17 | 50,606.00 | 16.76 |
| 172 - CITY MANAGER | | 98,480.00 | 81,391.09 | 32,178.78 | 208,295.00 | 15.45 |
| 209 - ASSESSING | | 48,300.00 | 45,879.40 | 20,065.24 | 44,810.00 | 44.78 |
| 210 - ATTORNEY | | 110,400.00 | 113,825.22 | 65,212.45 | 99,150.00 | 65.77 |
| 215 - CLERK | | 129,375.00 | 129,168.66 | 32,097.60 | 127,725.00 | 25.13 |
| 226 - HUMAN RESOURCES | | 29,579.00 | 25,642.52 | 4,505.26 | 14,900.00 | 30.24 |
| 260 - FINANCE DEPT AND/OR ABA GENERAL | | 371,682.00 | 320,111.78 | 120,814.56 | 484,735.00 | 24.92 |
| 265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST | | 151,370.00 | 136,844.10 | 20,808.65 | 72,175.00 | 28.83 |
| 276 - CEMETERY | | 172,126.00 | 153,552.73 | 39,685.64 | 165,210.00 | 24.02 |
| 345 - PUBLIC SAFETY | | 2,110,452.26 | 2,038,292.18 | 635,372.07 | 2,105,577.00 | 30.18 |
| 422 - CODE ENFORCEMENT | | 194,817.00 | 176,629.64 | 71,946.58 | 253,285.00 | 28.41 |
| 442 - CITY MAINTENANCE | | 64,182.00 | 48,279.07 | 6,625.01 | 56,125.00 | 11.80 |
| 444 - TREE TRIMMING | | 20,615.00 | 15,399.10 | 2,056.78 | 17,675.00 | 11.64 |
| 447 - ENGINEERING | | 28,737.00 | 22,140.42 | 1,168.83 | 15,270.00 | 7.65 |
| 448 - STREET LIGHTING | | 169,500.00 | 161,667.43 | 138,700.46 | 150,000.00 | 92.47 |
| 526 - EPA LANDFILL | | 8,600.00 | 9,803.12 | 4,278.17 | 21,000.00 | 20.37 |
| 758 - ALBION RIVER/BIKE TRAIL | | 76,319.00 | 76,318.91 | 0.00 | 0.00 | 0.00 |
| 775 - PARKS | | 226,335.00 | 209,545.17 | 57,145.04 | 207,700.00 | 27.51 |
| 778 - HOLLAND PARK TRANSFORMATION PROJECT | | 4,704.00 | 47.68 | 0.00 | 10,000.00 | 0.00 |
| 895 - GENERAL APPROPRIATION | | 136,650.00 | 128,297.34 | 73,865.96 | 149,674.00 | 49.35 |
| TOTAL EXPENDITURES | | 4,206,278.26 | 3,933,677.23 | 1,335,009.25 | 4,253,912.00 | 31.38 |
| Fund 101 - GENERAL FUND: | | | | | | |
| TOTAL REVENUES | | 4,030,341.00 | 3,998,695.73 | 1,105,193.32 | 4,167,692.00 | 26.52 |
| TOTAL EXPENDITURES | | 4,206,278.26 | 3,933,677.23 | 1,335,009.25 | 4,253,912.00 | 31.38 |
| NET OF REVENUES & EXPENDITURES | | (175,937.26) | 65,018.50 | (229,815.93) | (86,220.00) | 266.55 |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | | END BALANCE | YTD BALANCE | 2019 | % BGD USED |
|--------------------------------|------------------------|----------------|--------|--------------------------|--------------------------|--------------------|---------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2018 (ABNORMAL) | 04/30/2019 (ABNORMAL) | ORIGINAL BUDGET | |
| Fund 202 - MAJOR STREETS FUND | | | | | | | |
| 000 | - GENERAL | 750,327.00 | | 753,136.44 | 30,481.74 | 775,882.00 | 3.93 |
| 487 | - M-99 TRUNKLINE | 133,234.00 | | 62,919.48 | 30.00 | 55,000.00 | 0.05 |
| TOTAL REVENUES | | 883,561.00 | | 816,055.92 | 30,511.74 | 830,882.00 | 3.67 |
| 454 | - ACT 51 NON-MOTORIZED | 0.00 | | 0.00 | 0.00 | 95,000.00 | 0.00 |
| 461 | - MAINTENANCE | 417,766.00 | | 364,295.74 | 77,921.34 | 420,188.00 | 18.54 |
| 465 | - TRAFFIC SERVICES | 3,183.00 | | 683.93 | 90.27 | 3,083.00 | 2.93 |
| 467 | - WINTER MAINTENANCE | 53,365.00 | | 31,143.18 | 21,186.12 | 50,515.00 | 41.94 |
| 486 | - I-94 TRUNKLINE | 40,577.00 | | 25,589.29 | 11,106.00 | 33,360.00 | 33.29 |
| 487 | - M-99 TRUNKLINE | 33,587.00 | | 22,723.15 | 15,892.06 | 30,540.00 | 52.04 |
| 488 | - M-199 TRUNKLINE | 19,257.00 | | 12,728.49 | 4,457.59 | 15,305.00 | 29.13 |
| 965 | - TRANSFER OUT | 193,000.00 | | 193,000.00 | 0.00 | 128,000.00 | 0.00 |
| TOTAL EXPENDITURES | | 760,735.00 | | 650,163.78 | 130,653.38 | 775,991.00 | 16.84 |
| Fund 202 - MAJOR STREETS FUND: | | | | | | | |
| TOTAL REVENUES | | 883,561.00 | | 816,055.92 | 30,511.74 | 830,882.00 | 3.67 |
| TOTAL EXPENDITURES | | 760,735.00 | | 650,163.78 | 130,653.38 | 775,991.00 | 16.84 |
| NET OF REVENUES & EXPENDITURES | | 122,826.00 | | 165,892.14 | (100,141.64) | 54,891.00 | 182.44 |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | | YTD BALANCE | | 2019 | |
|--------------------------------|-------------|----------------|-------------------|-------------------|-------------------|-----------------|-------------|
| | | AMENDED BUDGET | NORMAL (ABNORMAL) | NORMAL (ABNORMAL) | NORMAL (ABNORMAL) | ORIGINAL BUDGET | % BDGT USED |
| Fund 203 - LOCAL STREETS FUND | | | | | | | |
| 000 - GENERAL | | 326,819.00 | 334,616.57 | 30,626.15 | | 276,262.00 | 11.09 |
| 930 - TRANSFER IN | | 190,000.00 | 190,000.00 | 0.00 | | 125,000.00 | 0.00 |
| TOTAL REVENUES | | 516,819.00 | 524,616.57 | 30,626.15 | | 401,262.00 | 7.63 |
| 461 - MAINTENANCE | | 376,332.00 | 340,998.09 | 86,140.43 | | 342,082.00 | 25.18 |
| 465 - TRAFFIC SERVICES | | 7,127.00 | 1,413.30 | 408.40 | | 6,965.00 | 5.86 |
| 467 - WINTER MAINTENANCE | | 57,950.00 | 33,462.90 | 17,987.55 | | 41,600.00 | 43.24 |
| 965 - TRANSFER OUT | | 3,000.00 | 3,000.00 | 0.00 | | 3,000.00 | 0.00 |
| TOTAL EXPENDITURES | | 444,409.00 | 378,874.29 | 104,536.38 | | 393,647.00 | 26.56 |
| Fund 203 - LOCAL STREETS FUND: | | | | | | | |
| TOTAL REVENUES | | 516,819.00 | 524,616.57 | 30,626.15 | | 401,262.00 | 7.63 |
| TOTAL EXPENDITURES | | 444,409.00 | 378,874.29 | 104,536.38 | | 393,647.00 | 26.56 |
| NET OF REVENUES & EXPENDITURES | | 72,410.00 | 145,742.28 | (73,910.23) | | 7,615.00 | 970.59 |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | | END BALANCE | YTD BALANCE | 2019 | % BDGT USED |
|--------------------------------|-------------|-------------------|--------|--------------------------|--------------------------|--------------------|----------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2018 (ABNORMAL) | 04/30/2019 (ABNORMAL) | ORIGINAL BUDGET | |
| Fund 208 - RECREATION FUND | | | | | | | |
| 780 - RECREATION | | 142,636.00 | | 151,726.04 | 3,380.77 | 178,065.00 | 1.90 |
| TOTAL REVENUES | | <u>142,636.00</u> | | <u>151,726.04</u> | <u>3,380.77</u> | <u>178,065.00</u> | <u>1.90</u> |
| 780 - RECREATION | | 153,687.00 | | 138,936.60 | 66,000.21 | 177,599.00 | 37.16 |
| TOTAL EXPENDITURES | | <u>153,687.00</u> | | <u>138,936.60</u> | <u>66,000.21</u> | <u>177,599.00</u> | <u>37.16</u> |
| <hr/> | | | | | | | |
| Fund 208 - RECREATION FUND: | | | | | | | |
| TOTAL REVENUES | | 142,636.00 | | 151,726.04 | 3,380.77 | 178,065.00 | 1.90 |
| TOTAL EXPENDITURES | | <u>153,687.00</u> | | <u>138,936.60</u> | <u>66,000.21</u> | <u>177,599.00</u> | <u>37.16</u> |
| NET OF REVENUES & EXPENDITURES | | (11,051.00) | | 12,789.44 | (62,619.44) | 466.00 | 3,437.65 |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | END BALANCE | YTD BALANCE | 2019 | % BGD USED |
|--------------------------------|-------------|-------------------|---------------------------------|---------------------------------|--------------------|---------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | 04/30/2019 NORMAL (ABNORMAL) | ORIGINAL BUDGET | |
| Fund 226 - SOLID WASTE FUND | | | | | | |
| 000 - GENERAL | | 251,488.00 | 265,761.82 | 1,139.78 | 252,725.00 | 0.45 |
| TOTAL REVENUES | | <u>251,488.00</u> | <u>265,761.82</u> | <u>1,139.78</u> | <u>252,725.00</u> | <u>0.45</u> |
| 523 - LEAF PICKUP | | 16,205.00 | 0.00 | 203.13 | 7,523.00 | 2.70 |
| 524 - TREE DUMP | | 16,020.00 | 5,314.50 | 1,536.00 | 10,160.00 | 15.12 |
| 528 - SOLID WASTE | | 145,355.00 | 122,779.26 | 24,420.07 | 144,368.00 | 16.92 |
| 965 - TRANSFER OUT | | 25,500.00 | 25,500.00 | 0.00 | 25,500.00 | 0.00 |
| TOTAL EXPENDITURES | | <u>203,080.00</u> | <u>153,593.76</u> | <u>26,159.20</u> | <u>187,551.00</u> | <u>13.95</u> |
| Fund 226 - SOLID WASTE FUND: | | | | | | |
| TOTAL REVENUES | | 251,488.00 | 265,761.82 | 1,139.78 | 252,725.00 | 0.45 |
| TOTAL EXPENDITURES | | <u>203,080.00</u> | <u>153,593.76</u> | <u>26,159.20</u> | <u>187,551.00</u> | <u>13.95</u> |
| NET OF REVENUES & EXPENDITURES | | 48,408.00 | 112,168.06 | (25,019.42) | 65,174.00 | 38.39 |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | | END BALANCE | YTD BALANCE | 2019 | % BGD USED |
|---------------------------------------|--------------------------------|-------------------|--------|--------------------------|--------------------------|--------------------|---------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2018 (ABNORMAL) | 04/30/2019 (ABNORMAL) | ORIGINAL BUDGET | |
| Fund 265 - DRUG LAW ENFORCEMENT FUND | | | | | | | |
| 000 | - GENERAL | 12,830.00 | | 6,821.15 | 2,565.34 | 44,000.00 | 5.83 |
| 400 | - FED DRUG LAW ENFOR - REIMBUR | 25,000.00 | | 28,884.17 | 15,998.89 | 30,000.00 | 53.33 |
| TOTAL REVENUES | | <u>37,830.00</u> | | <u>35,705.32</u> | <u>18,564.23</u> | <u>74,000.00</u> | <u>25.09</u> |
| | | | | | | | |
| 333 | - DRUG LAW ENFORCEMENT | 29,264.00 | | 27,696.09 | 15,572.51 | 72,500.00 | 21.48 |
| 400 | - FED DRUG LAW ENFOR - REIMBUR | 10,982.00 | | 11,377.88 | 25,728.78 | 1,500.00 | 1,715.25 |
| TOTAL EXPENDITURES | | <u>40,246.00</u> | | <u>39,073.97</u> | <u>41,301.29</u> | <u>74,000.00</u> | <u>55.81</u> |
| | | | | | | | |
| Fund 265 - DRUG LAW ENFORCEMENT FUND: | | | | | | | |
| TOTAL REVENUES | | <u>37,830.00</u> | | <u>35,705.32</u> | <u>18,564.23</u> | <u>74,000.00</u> | <u>25.09</u> |
| TOTAL EXPENDITURES | | <u>40,246.00</u> | | <u>39,073.97</u> | <u>41,301.29</u> | <u>74,000.00</u> | <u>55.81</u> |
| NET OF REVENUES & EXPENDITURES | | <u>(2,416.00)</u> | | <u>(3,368.65)</u> | <u>(22,737.06)</u> | <u>0.00</u> | <u>100.00</u> |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | END BALANCE | YTD BALANCE | 2019 | % BDGT USED |
|--|-------------|----------------|---------------------------------|---------------------------------|--------------------|----------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | 04/30/2019 NORMAL (ABNORMAL) | ORIGINAL BUDGET | |
| Fund 275 - ALBION BUILDING AUTHORITY FUND | | | | | | |
| 000 - GENERAL | | 4,743.00 | 4,857.09 | 1,208.51 | 4,569.00 | 26.45 |
| 264 - EDC BUILDING | | 137,439.00 | 137,439.34 | 0.00 | 0.00 | 0.00 |
| 265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST | | 1,512.00 | 1,512.00 | 378.00 | 1,512.00 | 25.00 |
| 271 - FIRE/AMBULANCE BUILDING | | 34,450.00 | 36,000.00 | 4,800.00 | 32,000.00 | 15.00 |
| 273 | | 1.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| TOTAL REVENUES | | 178,145.00 | 179,809.43 | 6,386.51 | 38,082.00 | 16.77 |
| | | | | | | |
| 260 - FINANCE DEPT AND/OR ABA GENERAL | | 7,090.00 | 5,929.56 | 1,489.20 | 7,107.00 | 20.95 |
| 264 - EDC BUILDING | | 17,190.00 | 16,965.64 | 198.16 | 0.00 | 100.00 |
| 265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST | | 1,945.00 | 1,931.37 | 62.76 | 2,005.00 | 3.13 |
| 270 - 101 N GALE ST | | 30,000.00 | 26,700.00 | 0.00 | 0.00 | 0.00 |
| 271 - FIRE/AMBULANCE BUILDING | | 29,250.00 | 22,617.19 | 5,411.91 | 26,850.00 | 20.16 |
| 273 - 112 E ERIE ST | | 12,400.00 | 10,600.54 | 475.54 | 1,951.00 | 24.37 |
| TOTAL EXPENDITURES | | 97,875.00 | 84,744.30 | 7,637.57 | 37,913.00 | 20.14 |
| | | | | | | |
| Fund 275 - ALBION BUILDING AUTHORITY FUND: | | | | | | |
| TOTAL REVENUES | | 178,145.00 | 179,809.43 | 6,386.51 | 38,082.00 | 16.77 |
| TOTAL EXPENDITURES | | 97,875.00 | 84,744.30 | 7,637.57 | 37,913.00 | 20.14 |
| NET OF REVENUES & EXPENDITURES | | 80,270.00 | 95,065.13 | (1,251.06) | 169.00 | 740.27 |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | | YTD BALANCE | | 2019 | | |
|-----------------------------------|-------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------|--|
| | | AMENDED BUDGET | NORMAL (ABNORMAL) | NORMAL (ABNORMAL) | NORMAL (ABNORMAL) | ORIGINAL BUDGET | % BDGT USED | |
| Fund 277 - ABA SEC 8 MAPLE GROVE | | | | | | | | |
| 000 - GENERAL | | 450,400.00 | 471,362.45 | 141,591.85 | | 455,400.00 | 31.09 | |
| TOTAL REVENUES | | <u>450,400.00</u> | <u>471,362.45</u> | <u>141,591.85</u> | | <u>455,400.00</u> | 31.09 | |
| 701 - ABA SEC 8 MAPLE GROVE | | 368,450.00 | 313,659.44 | 73,719.53 | | 366,153.00 | 20.13 | |
| 905 - DEBT SERVICE - BONDS | | 64,750.00 | 64,750.00 | 0.00 | | 61,750.00 | 0.00 | |
| TOTAL EXPENDITURES | | <u>433,200.00</u> | <u>378,409.44</u> | <u>73,719.53</u> | | <u>427,903.00</u> | 17.23 | |
| Fund 277 - ABA SEC 8 MAPLE GROVE: | | | | | | | | |
| TOTAL REVENUES | | 450,400.00 | 471,362.45 | 141,591.85 | | 455,400.00 | 31.09 | |
| TOTAL EXPENDITURES | | 433,200.00 | 378,409.44 | 73,719.53 | | 427,903.00 | 17.23 | |
| NET OF REVENUES & EXPENDITURES | | <u>17,200.00</u> | <u>92,953.01</u> | <u>67,872.32</u> | | <u>27,497.00</u> | 246.84 | |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | | END BALANCE | YTD BALANCE | 2019 | % BDGT USED |
|-----------------------------------|-------------|------------------|--------|--------------------------|--------------------------|--------------------|-----------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2018 (ABNORMAL) | 04/30/2019 (ABNORMAL) | ORIGINAL BUDGET | |
| Fund 367 - SIDEWALK PROGRAM FUND | | | | | | | |
| 000 - GENERAL | | 23,906.00 | | 24,234.15 | 1,816.97 | (1,000.00) | (181.70) |
| TOTAL REVENUES | | <u>23,906.00</u> | | <u>24,234.15</u> | <u>1,816.97</u> | <u>(1,000.00)</u> | <u>(181.70)</u> |
| 443 - SIDEWALK PROGRAM | | 23,856.00 | | 0.00 | 0.00 | 300,000.00 | 0.00 |
| TOTAL EXPENDITURES | | <u>23,856.00</u> | | <u>0.00</u> | <u>0.00</u> | <u>300,000.00</u> | <u>0.00</u> |
| Fund 367 - SIDEWALK PROGRAM FUND: | | | | | | | |
| TOTAL REVENUES | | 23,906.00 | | 24,234.15 | 1,816.97 | (1,000.00) | 181.70 |
| TOTAL EXPENDITURES | | <u>23,856.00</u> | | <u>0.00</u> | <u>0.00</u> | <u>300,000.00</u> | <u>0.00</u> |
| NET OF REVENUES & EXPENDITURES | | 50.00 | | 24,234.15 | 1,816.97 | (301,000.00) | 0.60 |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | END BALANCE | YTD BALANCE | 2019 | % BDGT USED |
|---|-------------|---------------------|---------------------------------|---------------------------------|---------------------|----------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | 04/30/2019 NORMAL (ABNORMAL) | ORIGINAL BUDGET | |
| Fund 590 - SEWER FUND | | | | | | |
| 000 - GENERAL | | 1,215,326.00 | 1,235,587.62 | 389,850.08 | 1,221,300.00 | 31.92 |
| 536 - WATER UTILITY OPERATIONS | | 0.00 | 2,250.00 | 0.00 | 0.00 | 0.00 |
| 546 - MEDC GRANT - DIGESTER, PUMP, ETC. | | 99,352.00 | 97,102.67 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | | <u>1,314,678.00</u> | <u>1,334,940.29</u> | <u>389,850.08</u> | <u>1,221,300.00</u> | <u>31.92</u> |
| 536 - SEWER UTILITY OPERATIONS | | 1,348,808.00 | 1,342,305.32 | 295,175.75 | 1,367,208.00 | 21.59 |
| 542 - WWTP ENERGY IMPROVEMENTS | | 7,800.00 | 8,143.14 | 2,066.16 | 7,800.00 | 26.49 |
| 546 - MEDC GRANT - DIGESTER, PUMP, ETC. | | 400,000.00 | (193,902.75) | 2,291.00 | 0.00 | 100.00 |
| 965 - TRANSFER OUT | | 148,400.00 | 148,400.00 | 0.00 | 148,400.00 | 0.00 |
| TOTAL EXPENDITURES | | <u>1,905,008.00</u> | <u>1,304,945.71</u> | <u>299,532.91</u> | <u>1,523,408.00</u> | <u>19.66</u> |
| Fund 590 - SEWER FUND: | | | | | | |
| TOTAL REVENUES | | <u>1,314,678.00</u> | <u>1,334,940.29</u> | <u>389,850.08</u> | <u>1,221,300.00</u> | <u>31.92</u> |
| TOTAL EXPENDITURES | | <u>1,905,008.00</u> | <u>1,304,945.71</u> | <u>299,532.91</u> | <u>1,523,408.00</u> | <u>19.66</u> |
| NET OF REVENUES & EXPENDITURES | | <u>(590,330.00)</u> | <u>29,994.58</u> | <u>90,317.17</u> | <u>(302,108.00)</u> | <u>29.90</u> |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | | END BALANCE | YTD BALANCE | 2019 | % BGD USED |
|--------------------------------|-------------------------------|---------------------|-------------------|---------------------|-------------------|---------------------|---------------|
| | | AMENDED BUDGET | NORMAL (ABNORMAL) | 12/31/2018 | 04/30/2019 | ORIGINAL BUDGET | |
| Fund 591 - WATER FUND | | | | | | | |
| 000 | - GENERAL | 930,714.00 | | 949,208.75 | 321,672.52 | 952,850.00 | 33.76 |
| 548 | - WATERTOWER PAINTING PROJECT | 500,000.00 | | 500,000.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | | <u>1,430,714.00</u> | | <u>1,449,208.75</u> | <u>321,672.52</u> | <u>952,850.00</u> | <u>33.76</u> |
| | | | | | | | |
| 536 | - WATER UTILITY OPERATIONS | 1,059,059.00 | | 1,058,802.45 | 257,819.55 | 1,064,423.00 | 24.22 |
| 540 | - WELLHEAD PROTECTION | 500.00 | | 0.00 | 0.00 | 500.00 | 0.00 |
| 548 | - WATERTOWER PAINTING PROJECT | 568,200.00 | | 0.00 | 0.00 | 0.00 | 0.00 |
| 965 | - TRANSFER OUT | 11,450.00 | | 11,450.00 | 0.00 | 231,800.00 | 0.00 |
| TOTAL EXPENDITURES | | <u>1,639,209.00</u> | | <u>1,070,252.45</u> | <u>257,819.55</u> | <u>1,296,723.00</u> | <u>19.88</u> |
| | | | | | | | |
| Fund 591 - WATER FUND: | | | | | | | |
| TOTAL REVENUES | | <u>1,430,714.00</u> | | <u>1,449,208.75</u> | <u>321,672.52</u> | <u>952,850.00</u> | <u>33.76</u> |
| TOTAL EXPENDITURES | | <u>1,639,209.00</u> | | <u>1,070,252.45</u> | <u>257,819.55</u> | <u>1,296,723.00</u> | <u>19.88</u> |
| NET OF REVENUES & EXPENDITURES | | <u>(208,495.00)</u> | | <u>378,956.30</u> | <u>63,852.97</u> | <u>(343,873.00)</u> | <u>18.57</u> |

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 04/30/2019
 % Fiscal Year Completed: 32.88

| GL NUMBER | DESCRIPTION | 2018 | END BALANCE | YTD BALANCE | 2019 | % BDGT USED |
|---------------------------------|-------------|---------------------|---------------------------------|---------------------------------|---------------------|----------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | 04/30/2019 NORMAL (ABNORMAL) | ORIGINAL BUDGET | |
| Fund 661 - EQUIPMENT POOL FUND | | | | | | |
| 000 - GENERAL | | 271,252.00 | 323,267.55 | 110,690.22 | 285,175.00 | 38.81 |
| TOTAL REVENUES | | <u>271,252.00</u> | <u>323,267.55</u> | <u>110,690.22</u> | <u>285,175.00</u> | <u>38.81</u> |
| 770 - EQUIPMENT POOL | | 315,761.00 | 297,814.29 | 70,681.35 | 299,875.00 | 23.57 |
| 905 - DEBT SERVICE - BONDS | | 93.00 | 93.30 | 0.00 | 0.00 | 0.00 |
| 965 - TRANSFER OUT | | 17,850.00 | 17,850.00 | 0.00 | 17,850.00 | 0.00 |
| TOTAL EXPENDITURES | | <u>333,704.00</u> | <u>315,757.59</u> | <u>70,681.35</u> | <u>317,725.00</u> | <u>22.25</u> |
| Fund 661 - EQUIPMENT POOL FUND: | | | | | | |
| TOTAL REVENUES | | 271,252.00 | 323,267.55 | 110,690.22 | 285,175.00 | 38.81 |
| TOTAL EXPENDITURES | | 333,704.00 | 315,757.59 | 70,681.35 | 317,725.00 | 22.25 |
| NET OF REVENUES & EXPENDITURES | | <u>(62,452.00)</u> | <u>7,509.96</u> | <u>40,008.87</u> | <u>(32,550.00)</u> | <u>122.92</u> |
| TOTAL REVENUES - ALL FUNDS | | | | | | |
| TOTAL REVENUES - ALL FUNDS | | 9,531,770.00 | 9,575,384.02 | 2,161,424.14 | 8,856,433.00 | 24.41 |
| TOTAL EXPENDITURES - ALL FUNDS | | 10,241,287.26 | 8,448,429.12 | 2,413,050.62 | 9,766,372.00 | 24.71 |
| NET OF REVENUES & EXPENDITURES | | <u>(709,517.26)</u> | <u>1,126,954.90</u> | <u>(251,626.48)</u> | <u>(909,939.00)</u> | <u>27.65</u> |