



CITY OF ALBION CITY COUNCIL MEETING AGENDA

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

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

COUNCIL-MANAGER GOVERNMENT

Council members and other officials normally in attendance.

AGENDA

COUNCIL MEETING Monday, July 1, 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. French Sister City Proclamation
 - C. ACE Investment Update
- 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, June 17, 2019
 - B. Approval Regular Session Minutes, June 17, 2019
- XI. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Discussion/Sample Ordinances for Alcohol Sales & Consumption on Public Property
 - B. Request Approval Boards & Commissions Appointment
 - Mark Lelle, Initial Appointment, Planning Commission, Term to Expire 12-31-2021



CITY OF ALBION

CITY COUNCIL MEETING AGENDA

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- Mike Tymkew, Reappointment, Albion Building Authority, Term to Expire 6-30-2022
 - Elaine Seedorf, Reappointment, Albion Building Authority, Term to Expire 6-30-2022
- C. Discussion/Approval 1st Reading Ordinance # 2019-05, An Ordinance to Create Section (s) 58-228 Prohibition on Selling, Giving or Furnishing a Tobacco Product, Vapor Product or Alternative Nicotine Product to a Minor, and 58-229 Prohibition on Possession, Attempted Possession or Use of Tobacco Products, Vapor Products or Alternative Nicotine Products by a Minor
- D. Request Approval for Bid for Mead Brothers Excavating for Irwin Avenue Project
- E. Request Approval for Proposal for Victory Park Dam Assessment
- F. Request Approval for Transportation Management Assessment Plan
- G. Discussion Dalrymple School Property
- H. Discussion/Action Application for Mechanical Amusement Device for Cascarelli's
- I. Request Approval of Appointment for Citizens Ad hoc Advisory Committees:
- 1. Work Force Development
 - 2. Recreation
 - 3. Infrastructure
- 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
June 17, 2019

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT: Lenn Reid (2), Jeanette Spicer (5), Shane Williamson (6) and Mayor Atchison. Vicky Clark (1) arrived at 6:13 p.m.

ABSENT: Sonya Brown (3) and Marcola Lawler (4) were absent.

STAFF PRESENT:

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

Mayor Atchison asked to modify the agenda to add Kids at Hope under Recreation Program.

Spicer moved, Reid supported, CARRIED, to Add Kids at Hope under Recreation Program. (4-0, vv)

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. Recreation Program

Mayor Atchison stated that one of the City Council goals was for a more vibrant recreation program. He would like to hear what ideas Council has to add to the recreation program.

Council Member Reid stated she would like to see more activities in the parks such as a reading program a few days a week and having someone available to work with kids on the exercise equipment. She also suggested looking into the programs that Kalamazoo currently has in place to see if we may be able to utilize some of those programs and to check with local businesses to participate and donate money.

Council Member Spicer asked what the Recreation program has currently. She stated although Recreation has a limited staff, she would like to see Junior Tennis and Junior Golf.

Mayor Atchison stated there is currently a Junior Golf program in the area.

Interim City Manager/Chief Public Safety Kipp stated some of the Recreation programs are as follows:

- Open Gym
- Water Aerobics
- Swim classes for young people
- Summer Dreams
- Peapods
- Free movie Fridays at the Bohm Theatre

Maurice Barry, representing Kids at Hope stated they have provided the kids with a Fashion/Talent Show this past weekend working in conjunction with the Recreation Department; a theatrical event that the kids really enjoyed participating in; The 3rd Annual Block Party will be held on August 31st. Kids at Hope would like to continue partnering with the Recreation Department on some of these types of events.

Council Member Williamson stated he would like to see the following:

- Publicly available fitness center
- Health & wellness programming
- Robust continuous programming in the summer
- Mommy and me swim classes
- Age appropriate programs
- Splash Pad
- Consider having an outside entity do the programming
- Recycle bike parts

Council Member Clark stated she would like to see Free Family Movies in the park.

Mayor Atchison stated it may be a challenge for the free family movies in the park pertaining to cost and whether the Bohm has the equipment.

The City needs to advertise and promote activities in the community. Performing Arts will attract people.

Interim City Manager/Chief Public Safety stated there will be a Health and Safety Fair on Saturday, June 22, 2019 at the Fire barn. Four (4) free bikes

will be given away. He also stated that all of the above ideas are possible but it will come down to budget and staff along with securing additional grant funds.

Council Member Reid will take the lead on this goal with assistance from Council Members Spicer and Williamson.

B. Code Enforcement-City Clean-Up

John Tracy, Director Planning, Building & Code Enforcement gave the following overview and answered questions for Code Enforcement:

- The Calhoun County Land Bank owns 150 properties in town
- The Zoning re-write is nearly complete
- Working with the City Attorney on codification of ordinances
- Are County sites cited if they don't abide by the ordinances and is there more leeway for them than residents? *The procedure for non-compliance is the same for residents and the County.*
- Warning for refuse container storage location between scheduled pick-up:
 - Sent out on back of City water billing, last mailing going out 6-12-19, total to date 2,800
 1. Notice-friendly warning is being placed on refuse containers left at curb
 2. Non-compliance to be followed-up with written notice-order to abate
 3. Non-compliance to notice-order to abate. First fine offense is \$50.00. Repeat offense (or any subsequent) \$100.00
- Due to cost restrictions/current budget, there are a number of residential structures, commercial structures and properties that cannot be fully abated and or demolished by the City.
- Can demolition costs or orders for work be charged back to the property owner? *Yes, the cost can be added to their property taxes if not paid, however, if they don't pay their property taxes and they get sent to the County then back charges the City for the cost.*
- Before being charged a fee for trash, do residents receive a warning? *Yes, residents do receive a warning before being issued a fine.*
- The City-wide trash pick-up will be held on July 27th, 2019 from 9am to 3 pm at Ketchum Field and Harris Field.

Comments were received from Council Members Williamson, Reid and Spicer and Interim City Manager/Chief Public Safety Kipp.

V. 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 Staci Stuart, 205 W. Oak St and Jim Stuart, 205 W. Oak St.

VI. CITY MANAGER REPORT-None

VII. MAYOR AND COUNCIL MEMBER COMMENTS

No Mayor and Council comments were received.

VIII. ADJOURNMENT

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

Mayor Atchison adjourned the Study Session at 6:58 p.m.

Date

Jill Domingo
City Clerk

City of Albion
Council Session Minutes
June 17, 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); Jeanette Spicer (5), Shane Williamson (6) and Mayor Atchison.

ABSENT: Sonya Brown (3) and Marcola Lawler (4) were 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)

Council Member Spicer asked to TABLE the Rental Certification Committee Update to a future meeting.

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

VI. PRESENTATIONS

A. Rental Certification Committee Update

This agenda item was tabled to a future meeting.

B. ARC Update

Amy Deprez, President Albion Economic Development Corporation gave the following update on Albion Reinvestment Corporation (ARC):

- They are a 501 C-3 and are working specifically in the downtown district. Their mission is to combat community deterioration in the downtown business district and surrounding areas to improve and revitalize the district into an area that is attractive to businesses, employment and entertainment.
- They currently have six (6) projects they are working on with the focus on the Superior Street lofts project which is located at 313 and 315 S. Superior Street.
- These six (6) projects incorporate sixteen (16) downtown buildings and twenty-five (25) storefronts.
- ARC is currently fundraising and seeking CML partner for commercial space of the Superior Street lofts
- The ARC Board of Directors are:
 - Dr. William Dobbins-President
 - Dr. Samuel Shaheen-Vice-President
 - Jeffrey Ott-Secretary
 - Michael McFarlan-Member
- Additional information on ARC can be found on their website- www.albionreinvests.org or facebook page www.facebook.com/AlbionReinvests/

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

C. Homestead Bank's 130th Anniversary Proclamation

Mayor Atchison read aloud the 130th Anniversary Proclamation and presented to Homestead Savings Bank President Scott Evans.

Comments were received from Homestead Savings Bank President Scott Evans 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 Al Smith, 1209 Adams St.

IX. CLOSED SESSION-None

X. CONSENT CALENDAR (VV) Items on the 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

Williamson moved, Reid supported, CARRIED, to Approve the Consent Calendar as presented. (5-0, vv)

XI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Request Approval to Place Delinquent Water Bills & Abatements on Tax Bills

Comments were received from Council Members Spicer, Clark and Williamson; Mayor Atchison; Interim City Manager/Chief Public Safety Kipp; City Attorney Harkness and Finance Director Mead.

Williamson moved, Clark supported, CARRIED to Approve Placing Delinquent Water Bills & Abatements on Tax Bills as presented. (5-0, vv)

B. Request Approval Settlement Agreement with Wells Equipment

Comments were received from City Attorney Harkness.

Williamson moved, Spicer supported, CARRIED to Approve Settlement Agreement with Wells Equipment as presented. (5-0, rcv)

C. Discussion/Changes to Single Hauler Contract with Granger Container Service

Interim City Manager/Chief Public Safety Kipp stated the Council will need to determine whether they want to continue the contract with Granger or send out a new RFP. Some of the items he has heard discussion regarding the current service are as follows:

- Large Item Pickup
- Leaf Pickup
- Senior Discount
- Snowboards
- Ease of Access
- Opt-Out Option
- Discount for Small Amounts of Trash

Residents are encouraged to contact your Council Members or the Mayor with concerns and changes they would like to see for the next contract.

City Attorney Harkness stated the Council have three options:

1. Send out RFP incorporating all of the above issues
2. Approach Granger and negotiate the items of concern into the existing contract
3. Return to multiple haulers which will require an update to the Ordinance

He also stated that per the ordinance, all residents must have trash service. They were previously identified by who had water service.

The Council would like to have the Interim City Manager look into how other communities are handling some of the above issues and to hold a study session on how they would like to move forward with the Single Hauler contract.

Comments were received from Council Members Spicer, Williamson and Clark; Mayor Atchison; Interim City Manager/Chief Public Safety Kipp and Finance Director Mead.

D. Request Approval Resolution # 2019-23, A Resolution to Approve M-199 Road Diet

Comments were received from Council Members Reid, Clark and Spicer and Interim City Manager/Chief Public Safety Kipp.

Williamson moved, Reid supported, CARRIED to Approve Resolution # 2019-23, A Resolution to Approve M-199 Road Diet as presented. (4-1, rcv) (Spicer dissenting).

E. Request Approval of Michigan Economic Development Corporation (MEDC) with the City of Albion to Provide Funding to Replace Aging Utilities & Infrastructure of the Wastewater Treatment Plant

Comments were received from Council Member Williamson; Mayor Atchison; Interim City Manager/Chief Public Safety Kipp; Finance Director Mead and Acting Interim Director of Public Services Phillips.

Reid moved, Williamson supported, CARRIED to Approve Michigan Economic Development Corporation (MEDC) with the City of Albion to Provide Funding to Replace Aging Utilities & Infrastructure of the Wastewater Treatment Plant as presented. (5-0, rcv)

F. Request Approval Consumers Energy Change in Standard Lighting Contracts

Comments were received from Council Member Spicer; Mayor Atchison and Finance Director Mead.

Williamson moved, Clark supported, CARRIED to Approve Consumers Energy Change in Standard Lighting Contracts as presented. (5-0, rcv)

G. Approval-Confirmation of Initial Appointments Housing Ad hoc Committee:

- Council Member Lawler
- Council Member Williamson
- Mary Slater
- Rob Reed
- Rick Lang
- Albion EDC
- Albion Chamber of Commerce/Visitors Bureau
- Calhoun County Land Bank

Comments were received from Mayor Atchison.

Spicer moved, Reid supported, CARRIED to Approve Above Appointments to Housing Ad hoc Committee as presented. (5-0, vv)

H. Request Approval for Purchase of DPW Equipment

Comments were received from Council Members Clark, Spicer and Reid; Mayor Atchison; Interim City Manager/Chief Public Safety Kipp; Finance Director Mead and Acting Interim Director Public Services Phillips.

Reid moved, Clark supported, CARRIED to Approve Purchase of DPW Equipment as presented. (5-0, rcv)

I. Request Approval Resolution # 2019-25, To Set 2019 Tax Levy

Comments were received from Mayor Atchison and Finance Director Mead

Williamson moved, Clark supported, CARRIED to Approve Resolution # 2019-25, To Set 2019 Tax Levy as presented. (5-0, rcv)

J. Discussion-Alcohol Use/Permits-Public Streets/Parks

Council Member Williamson stated he had been approached by some downtown business owners about having events outside and serving alcohol. Our current ordinance prevents this. Council Member Williamson would like to possibly amend/change the ordinance to a permitting process so these outside events can occur. He stated in Jackson, Ella Sharp Park has an art, beer and wine festival each year which brings in large amount of people.

Council Member Clark asked if the process would be for the business to apply to the City, pay the required fee and then each permit would come to Council for approval.

Interim City Manager/Chief Public Safety Kipp stated a liquor license is required for these events, if the business does not have a liquor license they would be required to apply for a temporary liquor license from the State. City Attorney Harkness stated he will research and bring sample ordinances from other communities for these types of events.

Additional comments were received from Council Members Spicer and Reid.

XII. FUTURE AGENDA ITEMS

The following items were requested for the next agenda:

- Council Member Williamson asked for:
 - Discussion/Sample Ordinances for Special Permits for Alcohol for Outdoor Events
 - Recreation Update from Director Williams
- Council Member Spicer asked for Update from Rental Certification Committee

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 Betty Branche, 408 Washington St; Al Smith, 1209 Adams St and Juanita Solis-Kidder, 1211 Edwards St.

XIV. CITY MANAGER REPORT

Interim City Manager Kipp provided the following City Manager Report:

- Calhoun County Land Bank is seeking bids for demolition of the Union Steel Building. Although funding is not in place for the actual demolition, they are looking to get pricing on what the cost will be.
- Public Safety will be holding a Health & Safety Fair this Saturday, June 22, 2019 from Noon until 3:00 p.m. at the Fire barn.

XV. MAYOR AND COUNCIL MEMBER'S COMMENTS

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

XVI. EXCUSE ABSENT COUNCIL MEMBER (S)

Clark moved, Spicer supported, CARRIED, to Excuse Council Members Sonya Brown (3) and Marcola Lawler (4). (5-0, vv)

XVII. ROLL CALL

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

ABSENT: Sonya Brown (3) and Marcola Lawler (4) were absent.

XVIII. ADJOURNMENT

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

Mayor Atchison adjourned the Regular Session at 9:07 p.m.

Date

Jill Domingo
City Clerk

Lausma

608.04. - Restrictions on sale and consumption on public property.

- (a) No person shall:
 - (1) Sell, consume or possess in an open container alcoholic beverages in the public streets, public places, parks, alleys, sidewalks, City-owned parking facilities or the Turner-Dodge House, except as provided in this section; or
 - (2) Sell, consume or possess in an open container alcoholic beverages in a private parking lot or facility, including, but not limited to, shopping center parking lots or parking areas adjacent to commercial establishments which are utilized by patrons of the commercial establishment, unless such person has in his or her possession, in writing, the express permission or consent of the owner or lessee, or the lawful agent of the owner or lessee, of such lot or facility. This paragraph shall not apply to any event sponsored or authorized in writing by the owner or lessee of such premises.
- (b) Beer or wine may be sold and/or consumed in City parks, upon approval of the Mayor, if:
 - (1) For sales of beer and wine, a special license for such sale is obtained from the Michigan Liquor Control Commission and if the Mayor approves the license application prior to the issuance of the license. Approval by the Mayor shall be granted only if the license is to be utilized in conjunction with a City-approved cultural, ethnic or community activity open to the public or if the license is to be utilized in conjunction with a City-approved tourist or convention activity; or
 - (2) For consumption only, where no sales occur, approval is granted for the consumption of beer and wine at a City-approved cultural, ethnic or community activity open to the public, or in conjunction with a City-approved tourist or convention activity, provided that with respect to either the sale of beer and wine, or consumption, where no sales occur, the requirements set forth in subsections (g), (h) and (i) hereof are met.
 - (3) Prior mayoral approval shall not be required for the sale and/or consumption of beer and wine at the Turner-Dodge House, Scott Park, Cooley Gardens, South Washington Office Complex, and Fenner Nature Center, however, with

regard to the South Washington Office Complex such sale and/or consumption of beer and wine may only occur at non-profit events held on May 8, 2018.

- (c) Notwithstanding the limitations set forth in subsection (b) hereof, beer or wine may be sold for consumption at Kircher Field or Ranney Field if a special license for such sale is obtained from the Michigan Liquor Control Commission and if the Mayor approves the license application prior to the issuance of the license. Approval of the Mayor shall be granted for the sale and/or consumption of beer and wine at Kircher Field or Ranney Field only in conjunction with City-approved district, State, regional or national adult athletic tournaments and if the requirements set forth in subsections (g), (h), and (i) hereof are met.
- (d) Notwithstanding the limitations set forth in subsection (b) hereof, beer or wine may be sold for consumption, and may be consumed, within the grounds of the Turner-Dodge House, Scott Park, or Cooley Gardens, provided that all permits required by the Department of Parks and Recreation have been obtained, a special license, if applicable, has been obtained from the Michigan Liquor Control Commission, and the requirements set forth in subsections (g), (h), and (i) hereof are met. Rental fees for the Turner-Dodge House, the Scott Park, or Cooley Gardens shall be set by resolution of Council. Use of the Turner-Dodge House, Scott Park, or Cooley Gardens in conjunction with the sale of beer or wine for consumption shall not be limited to public events, but may also include private events.
- (e) Sale and consumption of alcoholic beverages is allowable within the concession area or any other area within the perimeter of the Groesbeck Golf Course and Hope Soccer Complex, provided that, if sold, a license for such sale has been obtained from the Michigan Liquor Control Commission, and provided, further, that any such consumption or sale shall be contingent upon approval by the Department of Parks and Recreation and subject to such rules or restrictions as the Department may establish.
- (f) Sale and consumption of alcoholic beverages may occur within the concession area or any other area within the City Market or its environs, provided that, if sold, a license for such sale has been obtained from the Michigan Liquor Control Commission and the sale and for consumption occurs within a clearly demarcated area in compliance with the license, and provided, further, that any such sales for

consumption shall be contingent upon approval by the Lansing Entertainment and Public Facilities Authority (LEPFA) and subject to such rules or restrictions as LEPFA may establish. Notwithstanding section (i) herein, any such applicant shall file with the City Clerk proof of a personal injury and property damage insurance policy insuring such applicant against any liability imposed on such applicant or the City arising out of the sale or consumption of alcoholic beverages, and naming the City and LEPFA as additional insureds. Such policy shall provide for payment in the event of injury to or death of one person or more than one person, and for the payment for property damage in amounts set by Council resolution on the basis of recommendations by the Finance Department. This requirement may be waived or the amounts of such required insurance reduced by resolution of Council finding that such a reduction or waiver is in the public interest.

(g) Beer or wine may be sold for consumption within the streets, alleys, sidewalks and public places within the boundaries of the Downtown Mall and environs, as defined in Section 812.01 of the Business Regulation and Taxation Code, provided that the following conditions are satisfied:

- (1) The request has been approved by the Mayor.
- (2) The individual, group or organization making the application obtains a special license for such sale and consumption from the Michigan Liquor Control Commission.
- (3) The individual, group or organization has complied with subsections (g), (h), (i) and (j) hereof.
- (4) Any other conditions which the Mayor may require have been met.

(h) The City Clerk shall provide a form on which the applicant shall provide the following information:

- (1) The name and address of the applicant;
- (2) The name of the organization, if applicable;
- (3) The type of event;
- (4) The date of the application;
- (5) The date and time of the event planned;
- (6) The purpose of the event;
- (7) The estimated number of persons attending;
- (8) The name of the insurance company, if applicable, from which the necessary

public liability policy will be or has been obtained;

- (9) Proof that the proper rental fee has been paid, if applicable; and
- (10) The security measures which the applicant proposes to utilize.

Upon the applicant's payment of an application fee, as determined by resolution of Council, the City Clerk shall forward the completed application form to the Police Department and to the Department of Parks and Recreation for review.

- (i) Whenever a special license for the sale and/or consumption of beer or wine in City parks, or within the Downtown Mall and environs or upon the grounds of the Turner-Dodge House, Scott Park, Cooley Gardens, or Fenner Nature Center is required, the applicant shall file with the City Clerk proof of a personal injury and property damage insurance policy insuring such applicant against any liability imposed on such applicant or the City arising out of the sale or consumption of beer or wine. Such policy shall provide for payment in the event of injury to or death of one person or more than one person, and for payment for property damage in amounts set by Council resolution on the basis of recommendations by the Finance Department. Such policy shall have a provision to the effect that the insurance company shall notify the City Clerk at least ten days prior to the expiration of such policy. However, this requirement may be waived or the amounts of such required insurance reduced by resolution of Council finding that such a reduction or waiver is in the public interest.
- (j) The applicant shall be solely responsible for providing adequate security, in the form of adequate personnel and fencing, as determined by the Department of Parks and Recreation. Approval by the Department of the applicant's plan for security shall be obtained prior to any application being approved or any event being scheduled.
- (k) No person shall sell or dispense beer or wine for consumption in City parks, in any container other than a paper or plastic container. No person shall sell or dispense beer or wine for consumption within the Turner-Dodge House in any container other than a paper or plastic container unless prior written permission has been received from the Department of Parks and Recreation.
- (l) (1)

Notwithstanding any provision set forth in this Section 608.04 to the contrary, beer or wine may be sold for consumption on the premises, and may be consumed, at public or private events or functions within the grounds of the Potter Park Zoo Exploration and Discovery Center and Plaza, provided:

- a. Dispensing of beer or wine shall be conducted by persons or entities not affiliated with Potter Park Zoo or any of its auxiliary organizations;
- b. No beer or wine may be sold or dispensed during hours when the Potter Park Zoo is open to the general public;
- c. For sales of beer or wine for consumption on the premises an appropriate license shall be obtained from the Michigan Liquor Control Commission; furthermore, prior mayoral approval is required, which approval shall only be granted in conjunction with a City-approved cultural, ethnic or community activity open to the public, or in conjunction with a City-approved tourist or convention activity;
- d. Intoxicating liquors (i.e. distilled rather than fermented alcoholic beverages) may not be sold on the premises.

(2) Commencing July 1, 2001, rental fees for the Potter Park Zoo Exploration and Discovery Center and Plaza shall be set by resolution of City Council.

(Ord. No. 875, 4-11-94; Ord. No. 1019, § 1, 11-6-00; Ord. No. 01062, § 1, 12-9-02; Ord. No. 1151, § 1, 12-14-09; Ord. No. 1166, § 1, 6-13-11; Ord. No. 1189, § 1, 6-2-14; Ord. No. 1224, § 1, 4-30-18)

608.05. - Exceptions.

- (a) This chapter does not prohibit a person less than twenty-one years of age from possessing alcoholic liquor during regular working hours and in the course of his or her employment if employed by a person licensed pursuant to this chapter. By the Michigan Liquor Control Commission, or by an agent of the Michigan Liquor Control Commission, if the alcoholic liquor is not possessed for his or her personal consumption.
- (b) This chapter shall not be construed to limit the civil or criminal liability of the vendor or the vendor's clerk, servant, agent, or employee for a violation of any alcoholic liquor law.
- (c)

The consumption of alcoholic liquor by a person who is less than twenty-one years of age who is enrolled in a course offered by an accredited post secondary educational institution in an academic building of the institution under the supervision of a faculty member is not prohibited by this chapter if the purpose of the consumption is solely educational and is a necessary ingredient of the course.

- (d) The consumption by a person who is less than twenty-one years of age of sacramental wine in connection with religious services at a church, synagogue, or temple is not prohibited by this chapter.
- (e) Section 608.03 does not apply to a person who is less than twenty-one years of age who participates in either or both of the following:
 - (1) An undercover operation in which the person who is less than twenty-one years of age purchases or receives alcoholic liquor under the direction of the person's employer and with the prior written approval of the Lansing Police Department as part of an employer-sponsored internal enforcement action.
 - (2) An undercover operation in which the person who is less than twenty-one years of age purchases or receives alcoholic liquor under the direction of the state police, the Michigan Liquor Control Commission, or the Lansing Police Department as part of an enforcement action. The state police, the Commission, or the Lansing Police Department shall not recruit or attempt to recruit a person who is less than twenty-one years of age for participation in an undercover operation at the scene of an initial violation of subsection 608.03(a)(6) or 608.03(a)(8).

(Ord. No. 739, 12-22-86; Ord. No. 1021, § 1, 11-6-00)

608.99. - Penalty.

- (a) A person who is convicted of violating subsection 608.03(a)(8):
 - (1) Shall be fined not more than one hundred (\$100.00) dollars for a first violation, not more than two hundred (\$200.00) dollars for a second violation, and, not more than three hundred (\$300.00) dollars for a third violation;
 - (2) May be ordered to participate in substance abuse prevention or substance abuse treatment and rehabilitation services as defined in Section 6107 of the Public Health Code, 1978 PA 368, MCL 333.6107, and designated by the Administrator of Substance Abuse Services, and may be ordered to perform

community service and to undergo substance abuse screening and assessment at his or her own expense by a person or agency designated by the Substance Abuse Coordinating Agency as defined in Section 6103 of the Public Health Code, 1978 PA 368, MCL 333.6103, in order to determine whether the person is likely to benefit from rehabilitative services, including alcohol or drug education and alcohol or drug treatment programs; and

- (3) Shall be subject to license sanctions as provided in subsection (c).
- (b) A person who refuses to submit to a preliminary chemical breath test analysis as required in subsection 608.03(b) is responsible for a civil infraction and may be ordered to pay a civil fine of not more than \$100.00.
- (c) The court shall order the Secretary of State to suspend the operator's or chauffeur's license of an individual convicted of violating subsection 608.03(a)(5) or 608.03(a)(8) as provided in Section 319 of the Michigan Vehicle Code, 1949 PA 300, MCL 257.319.
- (d) Except as otherwise provided in this section, violations of any provision of this chapter is a misdemeanor punishable as provided in Section 202.99.

(Ord. No. 739, 12-22-86; Ord. No. 1021, § 1, 11-6-00)

Editor's note— See Section 202.99 for general Code penalty if no specific penalty is provided.

Print

Charlotte, MI Code of Ordinances

§ 6-3 CONSUMPTION IN PUBLIC.

No alcoholic liquor shall be consumed on the public streets, parks or in any other public places, including any store or establishment doing business with the public not licensed to sell alcoholic liquor for consumption on the premises, except where permitted pursuant to § 38-2(B).

(1993 Code, § 6-3) (Ord. 2017-07, passed 9-25-2017)

Charitable

§ 38-2 ALCOHOLIC BEVERAGES.

(A) No person shall bring into or drink in any city park, any alcoholic beverage, except as provided in subsection (B).

(B) City Council may permit the sale and consumption of alcohol in designated areas of city parks in conjunction with events that are sponsored by nonprofit organizations.

(C) A nonprofit organization that desires to sell and/or consume beer and wine in a city park shall make written application to hold such an event to the City Clerk. The application shall be on forms provided by the City Clerk and shall include the following:

(1) Name, signature, phone number, email contact and address of the applicant;

(2) Location of the event (i.e., Lincoln Park);

(3) Information regarding the type of the event, the dates and times of the event, and the purpose of the event;

(4) Description of security measures proposed for the event, including compliance with regulations of the Michigan Liquor Control Commission;

(5) Evidence of insurance coverage including the name of the insurance carrier and policy number with a copy of the proof of insurance with minimum liability of \$300,000 for injury or death to one person or more than one person, and \$100,000 in property damage, and insurance coverage for liquor liability under the Liquor Control Act;

(6) The application fee in the amount of \$____. This application fee may be revised, from time to time, upon resolution of the City Council.

(D) The application shall be accompanied by a copy of the special license for such events obtained from the Michigan Liquor Control Commission.

(E) The City Clerk shall forward the completed application form to the Police Department and the Department of Public Works for review, prior to submission to the City Council.

(F) The application shall be considered by the City Council within 30 days of the date of its submission to the City Clerk. If the review is not completed within that time frame, the application shall be considered granted.

(1993 Code, § 38-2) (Ord. 2017-07, passed 9-25-2017)

§ 38-3 USE OF WASTE CONTAINERS.

No person shall place or deposit any garbage, glass, tin cans, paper or miscellaneous waste in any park or playground except in containers provided for that purpose.

(1993 Code, § 38-3)

§ 38-4 BALL GAMES.

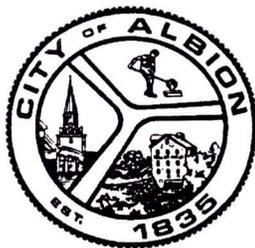
Sec. 3-3. - Possession of open or uncapped alcoholic liquor within public parks or other outdoor locations open to the general public.

- (a) No person shall possess, within any public park of the city, or in any other outdoor location open to the general public, any alcoholic liquor in a container which is open, uncapped or upon which the seal is broken, unless all of the following have occurred:
 - (1) Issuance by the state under Act No. 8 of the Public Acts of Michigan of 1933 (MCL 436.1 et seq.) (Extra Session) of a valid permit to sell or dispense alcoholic liquor within the specified public park or outdoor location where the possession occurs.
 - (2) Approval, in advance, of the location of the event at which alcoholic liquor is to be sold or dispensed by the city manager and the chief of police.
- (b) This section shall not prohibit the possession of alcoholic liquor in a container which is unsealed or open within an outdoor area appurtenant to and controlled by any establishment which is regularly licensed under the authority of Act No. 8 of the Public Acts of Michigan of 1933 (Extra Session) (MCL 436.1 et seq.)
- (c) This section shall not prohibit the possession of alcoholic liquor in a container which is unsealed or open upon the grounds of the Ella Sharp Museum which is licenses by the state under Act No. 8 of the Public Acts of Michigan of 1933 (Extra Session) and approved by the museum board.
- (d) This section shall not prohibit the possession of alcoholic liquor in a container which is unsealed or open or the possession of alcoholic liquor upon the grounds of the Ella Sharp Golf Course which is licensed by the state under Act No. 8 of the Public Acts of Michigan of 1933 (Extra Session) and approved by the city manager.
- (e) This section shall not prohibit the possession of open, unsealed, or uncapped alcoholic liquor or the consumption of alcoholic liquor (in non-glass containers) in the designated area known as the Riverwalk Amphitheater Events Area, described below (which does not include the waters of the Grand River), at such times and at such community special events as the city council shall establish. During the times that the consumption of alcoholic liquors is permitted, the city administration shall install appropriate signs around the perimeter of the Riverwalk Amphitheater

Events Area to apprise the public that alcohol consumption must be confined to that area and that no open containers may be removed from the area. The Riverwalk Amphitheater Events Area is described as:

The Amphitheater, lawn seating area, and that portion of the Riverwalk Trail between Francis and Airline (Glick) Streets lying between the south bank of the Grand River and generally that area north of the Consumers' corporate headquarters building extending to the south of the Riverwalk Trail and bordered by the middle art venue on the west extending to the art venue on the east that is contained within designated fencing.

(Code 1977, § 9.82; Ord. No. 2003.9, § 1, 7-22-03; Ord. No. 2013-25, § 2, 11-26-13, eff. 12-26-13)



City of Albion

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

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

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

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

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

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

Name: Mark Allen Lelle

Home Address: 422 Elizabeth Street, Albion, MI 49224-2229 Telephone #: 517.414.6643 (cell)

Place of Employment: Self-employed consultant in evaluation and strategic planning

Business Address: 422 Elizabeth Street, Albion, MI 49224-2229 Telephone #: 517.414.6643 (cell)

E-Mail: lelle.mark@gmail.com Fax: Not applicable

Title/Type of Work: Self-employed consultant in evaluation and strategic planning

Length of Residence in City: 31 years Own/Rent: Own US Citizen: Yes

Educational Background: PhD in Resource Development/Community Development from Michigan State University (1996). Dissertation title: *The Community Service Mission of the Private Liberal Arts College: A Study at Albion College*. Master of Science in Agricultural Education from Louisiana State University (1986). Bachelor of Science in Agricultural Education from Ohio State University (1984).

Community Activities: Founder, Greater Albion Habitat for Humanity; Vice President, Calhoun County Trailway Alliance; former Director of Albion Volunteer Service Organization and Albion Civic Life Project; former board member of Michigan Habitat for Humanity, Leadership Albion, Johnson Child Care and Development Center.

List Board or Commission on which you are interested in serving (see attached descriptions):

- 1) Planning Commission
- 2) Albion Trust
- 3) Not applicable
- 4) Not applicable

Additional information on experience, qualifications, etc.:

I have extensive experience in community development, evaluation of grant funded programs, leading organizations through strategic planning, and grant proposal writing. As a former employee of the W.K. Kellogg Foundation and a consultant to many other foundations, I have expertise in securing grant funding for nonprofit and community programs.

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

I would like to put my knowledge, skills, and experiences to work in Albion. For the Downtown Development Authority, I am especially interested in helping to recruit new businesses, investors, nonprofit organizations, and residents to the community and in making Albion both development-ready and development-friendly. I am also passionate about making sure that development benefits all residents of the community. My background in planning would also benefit the Planning Commission. While at the Kellogg Foundation, I was a member of the team that developed the People and Land initiative that focused on economic vitality and provided funding to organizations focused on sustainable development. More recently, I was a consultant to the Skillman Foundation in Detroit and conducted an analytic review of their Good Neighborhoods Initiative to document lessons learned that could be applied to community development efforts in other low income neighborhoods and communities.

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

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

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

REFERENCES:

Name: Harry Bonner, Sr. Relationship: Friend

Telephone #: 517.914.5921 (cell)

Name: Mae Ola Dunklin Relationship: Friend

Telephone #: 517.629.8659 (home)

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

CONSENT AND CERTIFICATION

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

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

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

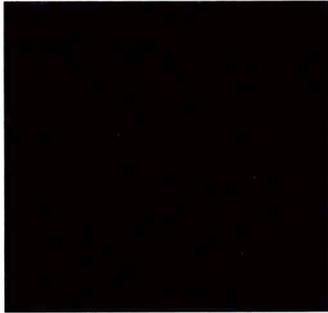
I, Mark A. Lelle, certify that the information provided
(Please Print)

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

Date of Birth: 01/29/1960

Signature: Mark A. Lelle Date: 01/30/2018

It is the policy of the City of Albion to exercise its police power in order to ensure public safety, public health, and a person's general welfare. It is the intent of the City of Albion that no individual be denied equal protection of the laws, nor shall an individual be denied the enjoyment of his or her civil rights or be discriminated against because 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.



City of Albion

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

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

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

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

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

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

Name: Michael A Tymkew
(First) (Middle) (Last)

Home Address: 1203 Woodlawn Blvd. Telephone #: 629-2305

Place of Employment: Murray, Tymkew + Associates, Inc.

Business Address: 1009 S. Superior St. Telephone #: 629-3936

E-Mail: mtymkew@sigmarep.com Fax: 629-3525

Title/Type of Work: Insurance / Investments.

Length of Residence in City: 35 yrs. Own/Rent: Own US Citizen: Y N

Educational Background: Albion High School
Michigan State University
American College

Community Activities: Chamber of Commerce, Board of Albion Community, Founder
DDA Board

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

- 1) ABA 2) _____
- 3) _____ 4) _____

Additional information on experience, qualifications, etc.:

Have served on ABA since 2012

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

I believe my history and knowledge of being on ABA board will help with its on going activities.

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

Business relationship: Do you, your spouse, or any close family member currently have a business relationship with the City of Albion? If yes, please explain: I am the BCBS agent for the City's health plan.

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

REFERENCES:

Name: Bernie Koukle II Relationship: Business

Telephone #: 629-3955

Name: Lane Stumpas Relationship: Business

Telephone #: 629-9109
Application for Membership

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

CONSENT AND CERTIFICATION

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

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

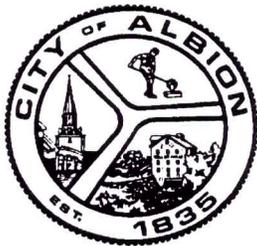
I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge. I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient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

I, Michael A. Tymkew, certify that the information provided
(Please Print)

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

Date of Birth: 5-3-1955

Signature:  Date: 5-31-19



City of Albion

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

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

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

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

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

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

Name: ELAINE MARY Seedorf
(First) (Middle) (Last)

Home Address: 1041 MAPLE ST. APT C 212 Telephone #: 517-629-3859

Place of Employment: Retired

Business Address: _____ Telephone #: _____

E-Mail: _____ Fax: _____

Title/Type of Work: _____

Length of Residence in City: 64 years Own/Rent: Rent US Citizen: Y N

Educational Background: College 2 years

Community Activities: Church, Entre Nous Club, Blanco Senior Center AND
SHERIDAN TOWNSHIP

List Board or Commission on which you are interested in serving (see attached descriptions):

- 1) ALBION BUILDING AUTHORITY 2) _____
- 3) _____ 4) _____

Additional information on experience, qualifications, etc.:

NOW SERVING ON THIS BOARD.

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

CONTINUE TO ENCOURAGE GROWTH IN ALBION

Relationship to City Officials/Department Heads: Are you, your spouse, or other close family members related to any City Officials or Department Heads? If yes, please explain: NONE

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

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

REFERENCES:

Name: CHARLOTTE SANDUSKY Relationship: FRIEND

Telephone #: 629-2059

Name: DAVID SEEDORF Relationship: SON

Telephone #: 517-~~004~~ 250-0040

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

CONSENT AND CERTIFICATION

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

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

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

I, ETHAIR M. Seedorf, certify that the information provided (Please Print)

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

Date of Birth: 06-15-1936

Signature: Ethair Seedorf Date: 6-11-2019

It is the policy of the City of Albion to exercise its police power in order to ensure public safety, public health, and a person's general welfare. It is the intent of the City of Albion that no individual be denied equal protection of the laws, nor shall an individual be denied the enjoyment of his or her civil rights or be discriminated against because 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.

**CITY OF ALBION
ORDINANCE #2019-05**

AN ORDINANCE TO CREATE SECTION(S) 58-228 PROHIBITION ON SELLING, GIVING, OR FURNISHING A TOBACCO PRODUCT, VAPOR PRODUCT, OR ALTERNATIVE NICOTINE PRODUCT TO A MINOR, AND 58-229 PROHIBITION ON POSSESSION, ATTEMPTED POSSESSION, OR USE OF TOBACCO PRODUCTS, VAPOR PRODUCTS, OR ALTERNATIVE NICOTINE PRODUCTS BY A MINOR

Purpose and Finding:

The Michigan Legislature recently enacted Public Act 18 of 2019 which consolidated the statutes which prohibit selling tobacco products to minors and minor in possession and/or use of tobacco products with new sections that now address vapor products and alternative nicotine products. The use of vapor products has become a new trend with youth, particularly on school property and schools statewide have been working to deal with the issue. This ordinance adopts the state statute language and allows for local prosecution of the new state laws at the local level. This will allow local law enforcement to work locally to curtail both the sale of these products to minors as well as the general use or possession of these products by minors. This ordinance is recommended to promote the health, safety, and general welfare of the citizens of Albion.

THE CITY OF ALBION ORDAINS:

Section 1:

Sec 58-228 Selling, giving, or furnishing a tobacco product, vapor product, or alternative nicotine product to a minor prohibited.

1. A person shall not sell, give, or furnish a tobacco product, vapor product, or alternative nicotine product to a minor, including, but not limited to, through a vending machine. A person who violates this subsection or subsection (7) is guilty of a misdemeanor punishable by a fine as follows:
 - a. For a first offense, not more than \$100.00.
 - b. For a second or subsequent offense, not more than \$500.00.
2. A person who sells tobacco products, vapor products, or alternative nicotine products at retail shall post, in a place close to the point of sale and conspicuous to both employees and customers, a sign produced by the department of health and human services that includes the following statement:

- a. "The purchase of a tobacco product, vapor product, or alternative nicotine product by a minor under 18 years of age and the provision of a tobacco product, vapor product, or alternative nicotine product to a minor are prohibited by law. A minor who unlawfully purchases or uses a tobacco product, vapor product, or alternative nicotine product is subject to criminal penalties."
3. If the sign required under subsection (2) is more than 6 feet from the point of sale, it must be 5-1/2 inches by 8-1/2 inches and the statement required under subsection (2) must be printed in 36-point boldfaced type. If the sign required under subsection (2) is 6 feet or less from the point of sale, it must be 2 inches by 4 inches and the statement required under subsection (2) must be printed in 20-point boldfaced type.
4. It is an affirmative defense to a charge under subsection (1) that the defendant had in force at the time of arrest and continues to have in force a written policy to prevent the sale of tobacco products, vapor products, or alternative nicotine products, as applicable, to persons under 18 years of age and that the defendant enforced and continues to enforce the policy. A defendant who proposes to offer evidence of the affirmative defense described in this subsection shall file notice of the defense, in writing, with the court and serve a copy of the notice on the city attorney. The defendant shall serve the notice not less than 14 days before the date set for trial.
5. If the city attorney proposes to offer testimony to rebut the affirmative defense described in subsection (4) shall file a notice of rebuttal, in writing, with the court and serve a copy of the notice on the defendant. The city attorney shall serve the notice not less than 7 days before the date set for trial and shall include in the notice the name and address of each rebuttal witness.
6. Subsection (1) does not apply to the handling or transportation of a tobacco product, vapor product, or alternative nicotine product by a minor under the terms of the minor's employment.
7. Before selling, offering for sale, giving, or furnishing a tobacco product, vapor product, or alternative nicotine product to an individual, a person shall verify that the individual is at least 18 years of age by doing 1 of the following:
 - a. If the individual appears to be under 27 years of age, examining a government-issued photographic identification that establishes that the individual is at least 18 years of age.
 - b. For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party

age verification service that compares information available from a commercially available database, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the ordering process that establishes that the individual is 18 years of age or older.

State law reference: MCL 722.641

Sec. 58-229 Purchasing or attempt to purchase, possession or attempt to possess, or use of tobacco by a minor prohibited. Use of fraudulent identification prohibited.

1. Subject to subsection (6), a minor shall not do any of the following:
 - a. Purchase or attempt to purchase a tobacco product.
 - b. Possess or attempt to possess a tobacco product.
 - c. Use a tobacco product in a public place.
 - d. Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product.
2. An individual who violates subsection (1) is guilty of a misdemeanor punishable by a fine of not more than \$50.00 for each violation. Pursuant to a probation order, the court may also require an individual who violates subsection (1) to participate in a health promotion and risk reduction assessment program, if available. In addition, an individual who violates subsection (1) is subject to the following:
 - a. For the first violation, the court may order the individual to do 1 of the following:
 - i. Perform not more than 16 hours of community service.
 - ii. Participate in a health promotion and risk reduction assessment program.
 - b. For a second violation, in addition to participation in a health promotion and risk reduction assessment program, the court may order the individual to perform not more than 32 hours of community service.

- c. For a third or subsequent violation, in addition to participation in a health promotion and risk reduction assessment program, the court may order the individual to perform not more than 48 hours of community service.
- 3. Subject to subsection (6), a minor shall not do any of the following:
 - a. Purchase or attempt to purchase a vapor product or alternative nicotine product.
 - b. Possess or attempt to possess a vapor product or alternative nicotine product.
 - c. Use a vapor product or alternative nicotine product in a public place.
 - d. Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a vapor product or alternative nicotine product.
- 4. An individual who violates subsection (3) is responsible for a civil infraction or guilty of a misdemeanor as follows:
 - a. For the first violation, the individual is responsible for a civil infraction and shall be fined not more than \$50.00. The court may order the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 16 hours of community service.
 - b. For the second violation, the individual is responsible for a civil infraction and shall be fined not more than \$50.00. The court may order the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 32 hours of community service.
 - c. If a violation of subsection (3) occurs after 2 or more prior judgments, the individual is guilty of a misdemeanor punishable by a fine of not more than \$50.00 for each violation. Pursuant to a probation order, the court may also require the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 48 hours of community service.

5. An individual who is ordered to participate in a health promotion and risk reduction assessment program under subsection (2) or (4) is responsible for the costs of participating in the program.
6. Subsections (1) and (3) do not apply to a minor participating in any of the following:
 - a. An undercover operation in which the minor purchases or receives a tobacco product, vapor product, or alternative nicotine product under the direction of the minor's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.
 - b. An undercover operation in which the minor purchases or receives a tobacco product, vapor product, or alternative nicotine product under the direction of the state police or a local police agency as part of an enforcement action, unless the initial or contemporaneous purchase or receipt of the tobacco product, vapor product, or alternative nicotine product by the minor was not under the direction of the state police or the local police agency and was not part of the undercover operation.
 - c. Compliance checks in which the minor attempts to purchase tobacco products for the purpose of satisfying federal substance abuse block grant youth tobacco access requirements, if the compliance checks are conducted under the direction of a substance use disorder coordinating agency and with the prior approval of the state police or a local police agency.
7. Subsections (1) and (3) do not apply to the handling or transportation of a tobacco product, vapor product, or alternative nicotine product by a minor under the terms of the minor's employment.
8. This section does not prohibit an individual from being charged with, convicted of, or sentenced for any other violation of law that arises out of the violation of subsection (1) or (3).
9. Definitions: As used in Sections 58-228 and 58-229, the following terms shall have the following meanings:
 - a. "Alternative nicotine product" means a noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. Alternative nicotine product does not include a tobacco product, a vapor product, food, or a product regulated as a drug or

device by the United States Food and Drug Administration under 21 USC 351 to 360fff-7.

- b. "Minor" means an individual who is less than 18 years of age.
- c. "Person who sells vapor products or alternative nicotine products at retail" means a person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products or alternative nicotine products.
- d. "Person who sells tobacco products at retail" means a person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to state sales tax.
- e. "Public place" means a public street, sidewalk, or park or any area open to the general public in a publicly owned or operated building or public place of business.
- f. "Tobacco product" means a product that contains tobacco and is intended for human consumption, including, but not limited to, a cigarette, noncigarette smoking tobacco, or smokeless tobacco, as those terms are defined in section 2 of the tobacco products tax act, 1993 PA 327, MCL 205.422, and a cigar.
- g. "Use a tobacco product, vapor product, or alternative nicotine product" means to smoke, chew, suck, inhale, or otherwise consume a tobacco product, vapor product, or alternative nicotine product.
- h. "Vapor product" means a noncombustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or any other substance, and the use or inhalation of which simulates smoking. Vapor product includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and a vapor cartridge or other container of nicotine or other substance in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. Vapor product does not include a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360fff-7.

State Law Reference: MCL 722.642

Section 2: The provisions of this Ordinance are severable and the invalidity of

any phrase, clause, or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance;

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

This Ordinance shall take effect on September 2, 2019 after publication.

First Reading:

Second Reading & Adoption:

July 1, 2019

July 15, 2019

Ayes _____
Nays _____
Absent _____

Ayes _____
Nays _____
Absent _____

Jill Domingo,
Clerk

David Atchison,
Mayor.

June 26, 2019

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

Attention: Mr. Kent Phillips, Interim Director of Public Services

RE: IRWIN AVENUE IMPROVEMENTS PROJECT

Dear Kent:

I have reviewed and tabulated the bids received for the above referenced project and have found Mead Bros. Excavating, Inc. to be the low, responsive bidder in the amount of \$2,294,903.00. I recommend the City award the construction contract for this project to Mead Bros. Excavating, Inc. in said amount at the next regular meeting scheduled for July 1, 2019. The award should be subject to concurrence by the Michigan Economic Development Corporation (MEDC). By copy of this letter, I am requesting concurrence in the award from the MEDC. I have enclosed a copy of the bid tabulation for your use. As a reminder, the grant amount for this project is \$2,000,000 and the City is responsible for all project costs beyond that amount.

If you have any questions concerning this project, please feel free to call me.

Very truly yours,

WIGHTMAN & ASSOCIATES, INC.



Mickey E. Bittner, P.E.
mbittner@gowightman.com
269.692.9338

Enclosure

Cc w/encl.: Mr. Scott Kipp, Interim City Manager (via email)
Ms. Haley Snyder, Acting Assistant City Manager (via email)
Ms. Kimberly Carter, Revitalize, LLC (via email)
Mr. Louis Vinson III, MEDC (via email)

BENTON HARBOR

▲ 2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
○ 269.927.0100

ALLEGAN

▲ 1670 LINCOLN ROAD (M-40)
ALLEGAN, MI 49010
○ 269.673.8465

PORTAGE

▲ 9835 PORTAGE ROAD
PORTAGE, MI 49002
○ 269.327.3532

PROJECT: **Irwin Avenue Improvements**

OWNER: **City of Albion**

BID OPENING: June 25, 2019

No.	Description	Qty.	Unit	Mead Bros. Excavating Springport, MI		Nashville Construction Nashville, MI		Concord Ex. & Grading, Inc. Concord, MI		Bailey Excavating, Inc. Jackson, MI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Max. \$200,000	1	LSUM	\$119,491.50	\$119,491.50	\$175,000.00	\$175,000.00	\$200,000.00	\$200,000.00	\$157,485.56	\$157,485.56
2	Stump, Rem, 19 inch to 36 inch	1	Ea	500.00	500.00	500.00	500.00	1,000.00	1,000.00	450.00	450.00
3	Dr Structure, Rem	27	Ea	300.00	8,100.00	200.00	5,400.00	400.00	10,800.00	525.00	14,175.00
4	Sewer, Rem, Less than 24 inch	673	Ft	10.00	6,730.00	6.00	4,038.00	10.00	6,730.00	21.13	14,220.49
5	Curb and Gutter, Rem	8,836	Ft	2.50	22,090.00	3.00	26,508.00	8.00	70,688.00	8.29	73,250.44
6	Masonry and Conc Structure, Rem	20	Cyd	75.00	1,500.00	75.00	1,500.00	60.00	1,200.00	34.90	698.00
7	Sidewalk, Rem	1,356	Syd	4.50	6,102.00	5.00	6,780.00	9.00	12,204.00	9.10	12,339.60
8	Pavt, Rem, Modified	7,825	Syd	10.00	78,250.00	5.00	39,125.00	9.00	70,425.00	9.77	76,450.25
9	Subgrade Undercutting, Type II	500	Cyd	20.00	10,000.00	25.00	12,500.00	30.00	15,000.00	31.25	15,625.00
10	Machine Grading, Modified	53	Sta	2,750.00	145,750.00	2,200.00	116,600.00	2,200.00	116,600.00	1,425.00	75,525.00
11	Erosion Control, Inlet Protection, Fabric Drop	45	Ea	75.00	3,375.00	100.00	4,500.00	150.00	6,750.00	125.00	5,625.00
12	Subbase, CIP	9,482	Cyd	10.00	94,820.00	10.00	94,820.00	16.85	159,771.70	12.10	114,732.20
13	Approach, CI II	10	Ton	100.00	1,000.00	25.00	250.00	50.00	500.00	52.10	521.00
14	Aggregate Base, 8 inch, Modified	22,059	Syd	3.00	66,177.00	4.00	88,236.00	5.50	121,324.50	4.75	104,780.25
15	Sewer, CI E, 12 inch, Tr Det B	561	Ft	65.00	36,465.00	48.00	26,928.00	60.00	33,660.00	58.92	33,054.12
16	Sewer Bulkhead, 12 inch	12	Ea	200.00	2,400.00	200.00	2,400.00	200.00	2,400.00	375.00	4,500.00
17	Dr Structure Cover, Adj, Case 1	43	Ea	400.00	17,200.00	300.00	12,900.00	450.00	19,350.00	515.00	22,145.00
18	Dr Structure Cover, Adj, Case 2	2	Ea	400.00	800.00	300.00	600.00	450.00	900.00	395.00	790.00
19	Dr Structure Cover, Type B	23	Ea	700.00	16,100.00	450.00	10,350.00	425.00	9,775.00	400.00	9,200.00
20	Dr Structure Cover, Type K	39	Ea	800.00	31,200.00	650.00	25,350.00	600.00	23,400.00	600.00	23,400.00
21	Dr Structure Cover, Type Q	20	Ea	700.00	14,000.00	785.00	15,700.00	425.00	8,500.00	400.00	8,000.00
22	Dr Structure, 24 inch dia	21	Ea	1,000.00	21,000.00	1,600.00	33,600.00	1,800.00	37,800.00	995.00	20,895.00
23	Dr Structure, 48 inch dia	5	Ea	1,500.00	7,500.00	2,000.00	10,000.00	2,200.00	11,000.00	1,250.00	6,250.00
24	Dr Structure, Tap, 6 inch	15	Ea	150.00	2,250.00	150.00	2,250.00	100.00	1,500.00	125.00	1,875.00
25	Underdrain, Subgrade, 6 inch	11,000	Ft	1.50	16,500.00	5.00	55,000.00	8.50	93,500.00	6.50	71,500.00
26	Hand Patching	50	Ton	175.00	8,750.00	176.75	8,837.50	175.00	8,750.00	183.75	9,187.50
27	HMA, LVSP	4,620	Ton	71.95	332,409.00	72.67	335,735.40	71.95	332,409.00	77.12	356,294.40
28	HMA Surface, Rem, Modified	16,840	Syd	3.50	58,940.00	2.50	42,100.00	2.50	42,100.00	5.75	96,830.00



No.	Description	Qty.	Unit	Mead Bros. Excavating Springport, MI		Nashville Construction Nashville, MI		Concord Ex. & Grading, Inc. Concord, MI		Bailey Excavating, Inc. Jackson, MI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
29	Conc Pavt, Nonreinf, 9 inch	70	Syd	78.00	5,460.00	80.80	5,656.00	50.40	3,528.00	49.35	3,454.50
30	Joint, Contraction, Crg	80	Ft	18.00	1,440.00	18.18	1,454.40	18.00	1,440.00	11.55	924.00
31	Driveway, Nonreinf Conc, 6 inch	909	Syd	27.00	24,543.00	35.96	32,687.64	36.45	33,133.05	33.60	30,542.40
32	Curb and Gutter, Conc, Det C4	8,538	Ft	13.30	113,555.40	16.36	139,681.68	13.02	111,164.76	13.59	116,031.42
33	Curb Ramp Opening, Conc	230	Ft	16.00	3,680.00	24.24	5,575.20	17.25	3,967.50	18.90	4,347.00
34	Sidewalk Ramp, Conc, 6 inch	2,130	Sft	6.00	12,780.00	6.56	13,972.80	5.75	12,247.50	5.25	11,182.50
35	Sidewalk, Conc, 4 inch	8,064	Sft	3.40	27,417.60	3.43	27,659.52	3.45	27,820.80	3.26	26,288.64
36	Sidewalk, Conc, 6 inch	1,133	Sft	3.50	3,965.50	3.54	4,010.82	4.05	4,588.65	3.36	3,806.88
37	Detectable Warning Surface, Modified	154	Ft	32.00	4,928.00	32.32	4,977.28	32.00	4,928.00	33.60	5,174.40
38	Post, Steel, 3 lb	1,183	Ft	6.50	7,689.50	6.57	7,772.31	6.50	7,689.50	7.82	9,251.06
39	Sign, Type I, Rem	20	Ea	25.00	500.00	25.25	505.00	25.00	500.00	294.00	5,880.00
40	Sign, Type IA	70	Sft	20.00	1,400.00	20.20	1,414.00	20.00	1,400.00	27.30	1,911.00
41	Sign, Type II, Rem	3	Ea	25.00	75.00	25.25	75.75	25.00	75.00	10.50	31.50
42	Sign, Type IIB	24	Sft	16.00	384.00	16.16	387.84	16.00	384.00	27.30	655.20
43	Sign, Type III, Rem	71	Ea	25.00	1,775.00	25.25	1,792.75	25.00	1,775.00	10.50	745.50
44	Sign, Type IIIA	79	Sft	16.00	1,264.00	16.16	1,276.64	16.00	1,264.00	21.00	1,659.00
45	Sign, Type IIIB	183	Sft	16.00	2,928.00	16.16	2,957.28	16.00	2,928.00	21.00	3,843.00
46	Reflective Panel for Permanent Sign Support, 6 foot	17	Ea	55.00	935.00	55.55	944.35	55.00	935.00	36.75	624.75
47	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	800	Ft	3.00	2,400.00	2.95	2,360.00	2.95	2,360.00	3.25	2,600.00
48	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	135	Ft	8.00	1,080.00	7.50	1,012.50	7.50	1,012.50	8.25	1,113.75
49	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	20	Ft	15.00	300.00	15.00	300.00	15.00	300.00	16.50	330.00
50	Barricade, Type III, High Intensity, Double Sided, Lig	24	Ea	180.00	4,320.00	181.80	4,363.20	176.59	4,238.16	174.93	4,198.32
51	Barricade, Type III, High Intensity, Double Sided, Lig	24	Ea	1.00	24.00	1.01	24.24	12.61	302.64	12.50	300.00
52	Pedestrian Type II Barricade, Temp	16	Ea	150.00	2,400.00	151.50	2,424.00	164.00	2,624.00	149.94	2,399.04
53	Dust Palliative, Applied	10	Ton	100.00	1,000.00	400.00	4,000.00	125.00	1,250.00	350.00	3,500.00
54	Minor Traf Devices	1	LSUM	35,000.00	35,000.00	39,720.00	39,720.00	30,000.00	30,000.00	15,000.00	15,000.00
55	Plastic Drum, High Intensity, Furn	100	Ea	41.00	4,100.00	41.41	4,141.00	41.00	4,100.00	37.49	3,749.00
56	Plastic Drum, High Intensity, Oper	100	Ea	1.00	100.00	1.01	101.00	1.00	100.00	2.50	250.00
57	Sign, Type B, Temp, Prismatic, Furn	1,200	Sft	5.00	6,000.00	5.05	6,060.00	5.00	6,000.00	5.00	6,000.00
58	Sign, Type B, Temp, Prismatic, Oper	1,200	Sft	1.00	1,200.00	1.01	1,212.00	1.00	1,200.00	0.21	252.00
59	Sign, Type B, Temp, Prismatic, Special, Furn	100	Sft	9.00	900.00	9.09	909.00	9.00	900.00	5.21	521.00
60	Sign, Type B, Temp, Prismatic, Special, Oper	100	Sft	1.00	100.00	1.01	101.00	1.00	100.00	0.21	21.00
61	Traf Regulator Control	1	LSUM	9,100.00	9,100.00	4,142.00	4,142.00	30,000.00	30,000.00	5,000.00	5,000.00
62	Slope Restoration, Type B	4,169	Syd	2.50	10,422.50	5.00	20,845.00	5.00	20,845.00	5.23	21,803.87
63	Water Main, 4 inch, Cut and Plug	2	Ea	300.00	600.00	500.00	1,000.00	1,000.00	2,000.00	325.00	650.00



No.	Description	Qty.	Unit	Mead Bros. Excavating Springport, MI		Nashville Construction Nashville, MI		Concord Ex. & Grading, Inc. Concord, MI		Bailey Excavating, Inc. Jackson, MI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
64	Copper Water Service Pipe, 1 inch	3,055	Ft	10.00	30,550.00	30.00	91,650.00	25.00	76,375.00	24.02	73,381.10
65	Copper Water Service Pipe, 1 inch, House Service	600	Ft	20.00	12,000.00	50.00	30,000.00	27.00	16,200.00	15.25	9,150.00
66	Copper Water Service Pipe, 2 inch	45	Ft	64.00	2,880.00	75.00	3,375.00	40.00	1,800.00	42.10	1,894.50
67	Water Main, DI, 12 inch, Tr Det G, Modified	6,072	Ft	68.00	412,896.00	65.00	394,680.00	58.00	352,176.00	86.21	523,467.12
68	Water Main, DI, 4 inch, Tr Det G, Modified	23	Ft	85.00	1,955.00	74.00	1,702.00	50.00	1,150.00	80.43	1,849.89
69	Water Main, DI, 6 inch, Tr Det G, Modified	340	Ft	60.00	20,400.00	67.00	22,780.00	45.00	15,300.00	75.24	25,581.60
70	Water Main, DI, 8 inch, Tr Det G, Modified	335	Ft	64.00	21,440.00	70.00	23,450.00	52.00	17,420.00	78.21	26,200.35
71	Insulation Board, 2 inch	400	Sft	3.00	1,200.00	3.00	1,200.00	3.00	1,200.00	1.50	600.00
72	Connect to Existing Main, 12 inch	1	Ea	4,000.00	4,000.00	2,800.00	2,800.00	2,700.00	2,700.00	3,645.00	3,645.00
73	Connect to Existing Main, 4 inch	6	Ea	2,500.00	15,000.00	2,500.00	15,000.00	2,000.00	12,000.00	3,500.00	21,000.00
74	Connect to Existing Main, 6 inch	2	Ea	3,000.00	6,000.00	2,580.00	5,160.00	2,250.00	4,500.00	3,908.42	7,816.84
75	Connect to Existing Main, 8 inch	3	Ea	5,000.00	15,000.00	2,650.00	7,950.00	2,500.00	7,500.00	5,965.88	17,897.64
76	Gate Valve and Box, 12 inch, Modified	13	Ea	2,800.00	36,400.00	3,250.00	42,250.00	2,700.00	35,100.00	2,750.30	35,753.90
77	Gate Valve and Box, 4 inch, Modified	1	Ea	1,600.00	1,600.00	1,400.00	1,400.00	975.00	975.00	1,119.38	1,119.38
78	Gate Valve and Box, 6 inch, Modified	3	Ea	1,500.00	4,500.00	2,000.00	6,000.00	1,025.00	3,075.00	1,247.64	3,742.92
79	Gate Valve and Box, 8 inch, Modified	11	Ea	1,600.00	17,600.00	2,400.00	26,400.00	1,550.00	17,050.00	1,648.75	18,136.25
80	Hydrant, Rem, Modified	16	Ea	700.00	11,200.00	600.00	9,600.00	400.00	6,400.00	725.00	11,600.00
81	Hydrant, Valve and Box, 6 inch	17	Ea	5,000.00	85,000.00	4,600.00	78,200.00	3,750.00	63,750.00	5,081.87	86,391.79
82	Live Tap, 6 inch x 6 inch	1	Ea	5,000.00	5,000.00	4,000.00	4,000.00	3,270.00	3,270.00	3,997.68	3,997.68
83	Water Main, Line Stop, 4 inch	5	Ea	3,300.00	16,500.00	4,000.00	20,000.00	3,750.00	18,750.00	4,700.00	23,500.00
84	Water Main, Line Stop, 6 inch	2	Ea	3,500.00	7,000.00	4,250.00	8,500.00	3,950.00	7,900.00	4,900.00	9,800.00
85	Water Main, Line Stop, 8 inch	2	Ea	3,700.00	7,400.00	4,500.00	9,000.00	4,200.00	8,400.00	5,100.00	10,200.00
86	Water Service, 1 inch	96	Ea	1,000.00	96,000.00	455.00	43,680.00	700.00	67,200.00	764.00	73,344.00
87	Water Service, 1 inch, Connect to House	5	Ea	1,000.00	5,000.00	500.00	2,500.00	100.00	500.00	2,550.00	12,750.00
88	Water Service, 2 inch	1	Ea	1,700.00	1,700.00	1,400.00	1,400.00	900.00	900.00	1,420.00	1,420.00
89	Water Valve Box	2	Ea	1,000.00	2,000.00	350.00	700.00	600.00	1,200.00	355.00	710.00
90	Compact Ductile Iron Fittings	7,054	Lb	4.00	28,216.00	8.50	59,959.00	8.00	56,432.00	5.25	37,033.50
91	Sign, Portable, Changeable Message, Furn	2	Ea	1,450.00	2,900.00	1,465.00	2,930.00	1,450.00	2,900.00	5,997.60	11,995.20
92	Sign, Portable, Changeable Message, Oper	2	Ea	200.00	400.00	202.00	404.00	200.00	400.00	249.90	499.80
Total Bid Amount					\$2,294,903.00		\$2,419,694.10		\$2,547,661.26		\$2,678,318.00

Yellow highlight indicates mathematical error



PROJECT: **Irwin Avenue Improvements**

OWNER: **City of Albion**

BID OPENING: June 25, 2019

No.	Description	Qty.	Unit	Dunigan Bros. Inc. Jackson, MI		Hoffman Bros., Inc. Battle Creek, MI	
				Unit Price	Total	Unit Price	Total
1	Mobilization, Max. \$200,000	1	LSUM	\$115,250.00	\$115,250.00	\$200,000.00	\$200,000.00
2	Stump, Rem, 19 inch to 36 inch	1	Ea	431.10	431.10	771.10	771.10
3	Dr Structure, Rem	27	Ea	254.50	6,871.50	254.20	6,863.40
4	Sewer, Rem, Less than 24 inch	673	Ft	15.30	10,296.90	31.12	20,943.76
5	Curb and Gutter, Rem	8,836	Ft	4.20	37,111.20	3.12	27,568.32
6	Masonry and Conc Structure, Rem	20	Cyd	23.20	464.00	106.11	2,122.20
7	Sidewalk, Rem	1,356	Syd	5.10	6,915.60	9.29	12,597.24
8	Pavt, Rem, Modified	7,825	Syd	6.80	53,210.00	13.72	107,359.00
9	Subgrade Undercutting, Type II	500	Cyd	20.70	10,350.00	27.18	13,590.00
10	Machine Grading, Modified	53	Sta	3,820.00	202,460.00	5,858.04	310,476.12
11	Erosion Control, Inlet Protection, Fabric Drop	45	Ea	101.00	4,545.00	76.79	3,455.55
12	Subbase, CIP	9,482	Cyd	14.70	139,385.40	17.21	163,185.22
13	Approach, CI II	10	Ton	27.80	278.00	35.85	358.50
14	Aggregate Base, 8 inch, Modified	22,059	Syd	6.80	150,001.20	7.86	173,383.74
15	Sewer, CI E, 12 inch, Tr Det B	561	Ft	89.30	50,097.30	89.26	50,074.86
16	Sewer Bulkhead, 12 inch	12	Ea	169.70	2,036.40	103.42	1,241.04
17	Dr Structure Cover, Adj, Case 1	43	Ea	380.00	16,340.00	415.37	17,860.91
18	Dr Structure Cover, Adj, Case 2	2	Ea	380.00	760.00	319.17	638.34
19	Dr Structure Cover, Type B	23	Ea	656.60	15,101.80	306.34	7,045.82
20	Dr Structure Cover, Type K	39	Ea	682.70	26,625.30	461.10	17,982.90
21	Dr Structure Cover, Type Q	20	Ea	668.00	13,360.00	312.70	6,254.00
22	Dr Structure, 24 inch dia	21	Ea	1,330.00	27,930.00	1,634.35	34,321.35
23	Dr Structure, 48 inch dia	5	Ea	1,950.00	9,750.00	1,953.56	9,767.80
24	Dr Structure, Tap, 6 inch	15	Ea	169.70	2,545.50	92.82	1,392.30
25	Underdrain, Subgrade, 6 inch	11,000	Ft	6.40	70,400.00	3.99	43,890.00
26	Hand Patching	50	Ton	215.50	10,775.00	193.56	9,678.00
27	HMA, LVSP	4,620	Ton	87.30	403,326.00	71.95	332,409.00
28	HMA Surface, Rem, Modified	16,840	Syd	3.60	60,624.00	2.43	40,921.20



No.	Description	Qty.	Unit	Dunigan Bros. Inc. Jackson, MI		Hoffman Bros., Inc. Battle Creek, MI	
				Unit Price	Total	Unit Price	Total
29	Conc Pavt, Nonreinf, 9 inch	70	Syd	54.30	3,801.00	55.56	3,889.20
30	Joint, Contraction, Crg	80	Ft	19.40	1,552.00	15.00	1,200.00
31	Driveway, Nonreinf Conc, 6 inch	909	Syd	39.30	35,723.70	37.15	33,769.35
32	Curb and Gutter, Conc, Det C4	8,538	Ft	14.00	119,532.00	15.96	136,266.48
33	Curb Ramp Opening, Conc	230	Ft	18.60	4,278.00	21.08	4,848.40
34	Sidewalk Ramp, Conc, 6 inch	2,130	Sft	6.20	13,206.00	6.02	12,822.60
35	Sidewalk, Conc, 4 inch	8,064	Sft	3.70	29,836.80	4.05	32,659.20
36	Sidewalk, Conc, 6 inch	1,133	Sft	4.40	4,985.20	4.64	5,257.12
37	Detectable Warning Surface, Modified	154	Ft	34.50	5,313.00	33.21	5,114.34
38	Post, Steel, 3 lb	1,183	Ft	7.00	8,281.00	7.45	8,813.35
39	Sign, Type I, Rem	20	Ea	26.90	538.00	280.00	5,600.00
40	Sign, Type IA	70	Sft	21.60	1,512.00	26.00	1,820.00
41	Sign, Type II, Rem	3	Ea	26.90	80.70	10.00	30.00
42	Sign, Type IIB	24	Sft	17.20	412.80	26.00	624.00
43	Sign, Type III, Rem	71	Ea	26.90	1,909.90	10.00	710.00
44	Sign, Type IIIA	79	Sft	17.20	1,358.80	20.00	1,580.00
45	Sign, Type IIIB	183	Sft	17.20	3,147.60	20.00	3,660.00
46	Reflective Panel for Permanent Sign Support, 6 foot	17	Ea	59.30	1,008.10	35.00	595.00
47	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	800	Ft	3.50	2,800.00	2.50	2,000.00
48	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	135	Ft	9.00	1,215.00	6.00	810.00
49	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	20	Ft	17.90	358.00	9.00	180.00
50	Barricade, Type III, High Intensity, Double Sided, Lig	24	Ea	194.00	4,656.00	55.00	1,320.00
51	Barricade, Type III, High Intensity, Double Sided, Lig	24	Ea	1.10	26.40	1.00	24.00
52	Pedestrian Type II Barricade, Temp	16	Ea	161.70	2,587.20	20.00	320.00
53	Dust Palliative, Applied	10	Ton	215.50	2,155.00	145.00	1,450.00
54	Minor Traf Devices	1	LSUM	31,710.00	31,710.00	247,668.60	247,668.60
55	Plastic Drum, High Intensity, Furn	100	Ea	44.20	4,420.00	10.00	1,000.00
56	Plastic Drum, High Intensity, Oper	100	Ea	1.10	110.00	0.50	50.00
57	Sign, Type B, Temp, Prismatic, Furn	1,200	Sft	5.40	6,480.00	2.85	3,420.00
58	Sign, Type B, Temp, Prismatic, Oper	1,200	Sft	1.10	1,320.00	0.15	180.00
59	Sign, Type B, Temp, Prismatic, Special, Furn	100	Sft	9.70	970.00	2.85	285.00
60	Sign, Type B, Temp, Prismatic, Special, Oper	100	Sft	1.10	110.00	0.15	15.00
61	Traf Regulator Control	1	LSUM	1.10	1.10	34,368.97	34,368.97
62	Slope Restoration, Type B	4,169	Syd	6.20	25,847.80	7.87	32,810.03
63	Water Main, 4 inch, Cut and Plug	2	Ea	196.60	393.20	1,987.56	3,975.12



No.	Description	Qty.	Unit	Dunigan Bros. Inc. Jackson, MI		Hoffman Bros., Inc. Battle Creek, MI	
				Unit Price	Total	Unit Price	Total
64	Copper Water Service Pipe, 1 inch	3,055	Ft	25.40	77,597.00	25.31	77,322.05
65	Copper Water Service Pipe, 1 inch, House Service	600	Ft	25.40	15,240.00	25.31	15,186.00
66	Copper Water Service Pipe, 2 inch	45	Ft	91.40	4,113.00	65.00	2,925.00
67	Water Main, DI, 12 inch, Tr Det G, Modified	6,072	Ft	85.20	517,334.40	80.00	485,760.00
68	Water Main, DI, 4 inch, Tr Det G, Modified	23	Ft	99.60	2,290.80	99.43	2,286.89
69	Water Main, DI, 6 inch, Tr Det G, Modified	340	Ft	77.70	26,418.00	93.53	31,800.20
70	Water Main, DI, 8 inch, Tr Det G, Modified	335	Ft	76.80	25,728.00	111.76	37,439.60
71	Insulation Board, 2 inch	400	Sft	2.40	960.00	2.52	1,008.00
72	Connect to Existing Main, 12 inch	1	Ea	3,090.00	3,090.00	4,408.96	4,408.96
73	Connect to Existing Main, 4 inch	6	Ea	2,920.00	17,520.00	4,030.89	24,185.34
74	Connect to Existing Main, 6 inch	2	Ea	3,600.00	7,200.00	4,083.09	8,166.18
75	Connect to Existing Main, 8 inch	3	Ea	3,730.00	11,190.00	4,298.11	12,894.33
76	Gate Valve and Box, 12 inch, Modified	13	Ea	2,240.00	29,120.00	3,388.77	44,054.01
77	Gate Valve and Box, 4 inch, Modified	1	Ea	782.50	782.50	1,321.57	1,321.57
78	Gate Valve and Box, 6 inch, Modified	3	Ea	811.10	2,433.30	1,367.59	4,102.77
79	Gate Valve and Box, 8 inch, Modified	11	Ea	1,180.00	12,980.00	1,832.25	20,154.75
80	Hydrant, Rem, Modified	16	Ea	173.70	2,779.20	433.95	6,943.20
81	Hydrant, Valve and Box, 6 inch	17	Ea	4,960.00	84,320.00	6,010.43	102,177.31
82	Live Tap, 6 inch x 6 inch	1	Ea	5,550.00	5,550.00	6,255.94	6,255.94
83	Water Main, Line Stop, 4 inch	5	Ea	5,190.00	25,950.00	4,746.31	23,731.55
84	Water Main, Line Stop, 6 inch	2	Ea	5,400.00	10,800.00	4,946.31	9,892.62
85	Water Main, Line Stop, 8 inch	2	Ea	5,620.00	11,240.00	5,146.31	10,292.62
86	Water Service, 1 inch	96	Ea	1,740.00	167,040.00	1,646.13	158,028.48
87	Water Service, 1 inch, Connect to House	5	Ea	385.20	1,926.00	1,570.14	7,850.70
88	Water Service, 2 inch	1	Ea	4,010.00	4,010.00	2,500.00	2,500.00
89	Water Valve Box	2	Ea	239.70	479.40	422.12	844.24
90	Compact Ductile Iron Fittings	7,054	Lb	5.60	39,502.40	12.69	89,515.26
91	Sign, Portable, Changeable Message, Furn	2	Ea	1,560.00	3,120.00	800.00	1,600.00
92	Sign, Portable, Changeable Message, Oper	2	Ea	215.50	431.00	50.00	100.00
Total Bid Amount					\$2,880,022.50		\$3,398,035.00

Yellow highlight indicates mathematical error



June 25, 2019

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

Attention: Mr. Kent Phillips, Interim Director of Public Services

RE: VICTORY PARK DAM ASSET MANAGEMENT PLAN

Dear Kent:

The City of Albion has identified a forward-thinking approach to managing the City's assets, including the Victory Park dam. We commend the City for this approach and are excited to partner with you to develop a long-term strategy for managing this asset. The completed Asset Management Plan will enable you to make informed decisions regarding the future of the dam.

Wightman is a full-service consulting firm. Services offered include Architecture, Civil Engineering, Environmental and Surveying. Additional specialty services offered include Planning, GIS, Landscape Architecture and Interior Design. Our dynamic team of over 120 professionals works to analyze, advise, design, and deliver successful projects. Our unique approach is to offer comprehensive multi-disciplinary services, industry expertise, accurate scope of work, and a passion for listening. As such, Wightman is pleased to present the following proposal for the City of Albion.

Section I – Project Goals

Based on discussions with you, a review of the previous inspection reports for the Victory Park Dam, and a conversation with Mr. Luke Trumble of the Department of Environment, Great Lakes, and Energy (EGLE), we understand the goals for this project are:

- Determine the necessary repairs for the structure, including but not limited to, retaining wall improvements, spillway improvements, repair of the millrace inlet structure, etc.
- Develop an Asset Management Plan (AMP) with a Capital Improvements Plan (CIP) with Operation & Maintenance (O&M) costs for 20-40 years
 - Inventory
 - Criticality / Consequence of Failure
 - Level of Service
 - Capital Improvements Plan
 - Financial Management Plan
- Provide estimated costs for the proposed improvements
- Presentation of our findings and proposed improvements to the City
- Send report and all necessary information regarding our findings and proposed improvements to the EGLE, formally known as the MDEQ

BENTON HARBOR

▲ 2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
○ 269.927.0100

ALLEGAN

▲ 1670 LINCOLN ROAD (M-40)
ALLEGAN, MI 49010
○ 269.673.8465

KALAMAZOO

▲ 433 E. RANSOM STREET
KALAMAZOO, MI 49007
○ 269.327.3532

Section II – Scope of Services

The scope of services includes:

Conduct Inspection of Dam Facilities:

Wightman will conduct an in-depth field investigation of areas of concern noted in the previous inspections. These areas of concern include the cobblestone walls lining the channel, concrete abutment walls, stilling basin walls, millrace inlet structure, and vegetation on the earthen dam. We will note current conditions and deficiencies. In addition, we will note any other deficiencies found during the inspection.

Structural Analysis:

Wightman will provide a structural analysis based on the onsite inspection findings along with the risk determination. We will identify conditional deficiencies or deterioration, potential causes of insufficiencies, and recommendations for corrective action.

Written Report:

Wightman will provide a bound AMP documenting the inspection and structural analysis. The report will include field inspection observations, inspection photographs, structural stability, repair estimates, conclusions and recommendations. The final report will also include a Capital Improvements Plan (CIP) along with estimated O&M costs. We will review the report with the City and once agreed upon, will submit a copy of the report to the Dam Safety Unit of EGLE.

Emergency Action Plan:

Wightman will assist the City with updating the Emergency Action Plan and submitting it to the Dam Safety Unit of EGLE.

City Presentation:

Wightman will present our findings and proposed recommendations to the City. The date and time of the meeting will be determined upon completion of the written report.

Section III - Fees

We propose to complete the above Scope of Services for a fixed fee of **\$20,000** plus reimbursable expenses. You should budget an additional 4% to 6% of the fee listed above for reimbursable expenses. A schedule of eligible expenses is listed in the attached Terms and Conditions document.

Section IV – Schedule

We can begin work within 2 weeks of acceptance of our proposal. Upon acceptance of our proposal, the following schedule has been outlined:

Acceptance of Proposal	07/01/2019 (Estimated)
Field Work / Structural Inspection Complete	08/02/2019
Final Report Complete	10/04/2019
Presentation	To be determined



City of Albion
Mr. Kent Phillips, Interim Director of Public Services
June 25, 2019
Page 3

Section V – Terms and Conditions

Our standard terms and conditions are attached.

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

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

Very truly yours,

WIGHTMAN



Mickey E. Bittner, P.E.
mbittner@gowightman.com

Enclosure

cc: Ms. Suzannah Deneau, Wightman

This proposal is approved and accepted by:

Signature

Date

Printed Name and Title





Standard Terms and Conditions

Updated 4/1/2019

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be



cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.

13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
17. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
18. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of

termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.

19. Billing Rates.

Principal	\$210.00/hour
Senior Licensed Staff.....	\$175.00/hour
Licensed Staff III.....	\$140.00/hour
Licensed Staff II.....	\$130.00/hour
Licensed Staff I.....	\$115.00/hour
Professional Staff V.....	\$140.00/hour
Professional Staff IV.....	\$125.00/hour
Professional Staff III.....	\$105.00/hour
Professional Staff II.....	\$95.00/hour
Professional Staff I.....	\$85.00/hour
Technician IV.....	\$90.00/hour
Technician III	\$85.00/hour
Technician II.....	\$75.00/hour
Technician I.....	\$70.00/hour
Administrative.....	\$70.00/hour
3 Man Survey Crew.....	\$185.00/hour
2 Man Survey Crew	\$150.00/hour
1 Man Survey Crew	\$100.00/hour
3 Man Survey Crew (Construction Staking).....	\$210.00/hour
2 Man Survey Crew (Construction Staking).....	\$175.00/hour
1 Man Survey Crew (Construction Staking).....	\$130.00/hour
High Definition Laser Scanning Technician	\$150.00/hour
Expert Witness/Testimony	\$400.00/hour
High Definition Laser Scanner Fee	\$150.00/hour

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

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



June 26, 2019

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

Attention: Mr. Kent Phillips, Interim Director of Public Services

**RE: PROPOSAL FOR DEVELOPING A TRANSPORTATION ASSET
MANAGEMENT PROGRAM**

Dear Kent:

The City of Albion has identified a forward-thinking approach to managing the City’s assets, including the transportation network. We commend the City for this approach and are excited to partner with you to develop a long-term strategy for managing these assets. The completed Asset Management Plan (AMP) will enable you to make informed decisions regarding investments and maintenance of the City’s transportation system.

We understand Act 51 requires public entities (“Agencies”) with road jurisdiction to develop and maintain programs developed through an Asset Management process. The Act also provides that a program is a collection of road projects that should be implemented by agencies in a 3-year period and that the Asset Management process shall be defined by the Michigan Transportation Asset Management Council (TAMC) for the Agencies to follow in developing their multi-year programs through an AMP.

Wightman is a full-service consulting firm. Services offered include Architecture, Civil Engineering, Environmental and Surveying. Additional specialty services offered include Planning, GIS, Landscape Architecture and Interior Design. Our dynamic team of over 120 professionals works to analyze, advise, design, and deliver successful projects. Our unique approach is to offer comprehensive multi-disciplinary services, industry expertise, accurate scope of work, and a passion for listening. As such, Wightman is pleased to present the following proposal for the City of Albion.

Section I – Project Goals

Through our experience working with the City and following the recent completion of the Pavement Surface Evaluation and Rating (PASER) assessment, we are uniquely familiar with the City’s transportation network. We will leverage this knowledge with the City’s proactive approach to develop a usable, scalable AMP.

Through this project Wightman will provide a clear, detailed plan that can be used to implement asset management for the Albion transportation network. The AMP will comply with and enhance the following outline as defined by TAMC.

- 1) Level of Service: Establish Level of Service policies based on asset condition, safety levels and performance objectives.
- 2) Asset Condition Assessment: Establish the location and condition of all transportation assets through the use of Roadsoft. **Completed**

BENTON HARBOR

A 2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
o 269.927.0100

ALLEGAN

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

PORTAGE

A 9835 PORTAGE ROAD
PORTAGE, MI 49002
o 269.327.3532

- 3) Mix-of-Fixes: Provide scalable, alternative methodologies to evaluate Mix-of-Fixes, cost forecasting and possible funding strategies.
- 4) Evaluate Funding Strategies: Provide process and systems to establish and forecast future asset conditions, performance measures and targets and to evaluate various funding alternatives.
- 5) Report Results: Provide a scalable, customizable and continuous reporting system providing condition assessment, record of work and evaluation of multi-year programs.

Section II – Scope of Services

The scope of services includes the following milestones and deliverables.

Kick-off Meeting

At the kick-off meeting, we will confirm the objectives and milestones for the project. We will review the PASER results and any projects currently planned for the upcoming five years. The City will provide a summary of transportation-related revenues and expenditures for the past five years along with anticipated investments over the next five years under the current conditions (i.e. no changes in revenue). We will begin the discussion on the desired Level of Service (i.e. 75% of the roads to be in fair or good condition).

Level of Service Analysis

We will evaluate improvements to the City's transportation network under two scenarios. First, we will work within the anticipated budget to determine what improvements can be done and the resulting roadway conditions. This will likely consist of a mix of maintenance items (pothole patching, crack sealing, chip seals, etc.) with limited structural improvements. Second, we will pursue the selected Level of Service to identify the investment required to achieve the desired road conditions. This will likely consist of a mix of maintenance items and capital improvements (resurfacing, reconstruction).

Progress Meeting

We will present the results of the Level of Service Analysis and refine the Level of Service if necessary. The scope and prioritization of recommended projects will be determined based on the desired Level of Service. We will discuss funding strategies and how they impact the implementation of the identified projects.

Draft AMP

Following the Progress Meeting, we will make necessary revisions and prepare a draft AMP. This document will include all of the components identified under the *Project Goals*. We will meet with City personnel to review this document and confirm that the initial objectives have been achieved. Our team (City and Wightman) will discuss any additions, deletions, or modifications. Following this meeting, we will prepare more detailed cost estimates for the projects identified for the upcoming 5-year period and for incorporation into the final AMP.

Final AMP

Once all comments have been incorporated, we will provide the City with three bound copies of the final Transportation AMP. We will also provide the report in PDF for ease of storage and dissemination.

If desired by the City, we will integrate the Transportation AMP into the City's GIS and/or present the AMP to the City Council as an additional service.



Section III - Fees

We propose to complete the above Scope of Services for a **fixed fee of \$18,700** plus reimbursable expenses. You should budget an additional 4% to 6% of the fee listed above for reimbursable expenses. A schedule of eligible expenses is listed in the attached Terms and Conditions document.

Section IV – Schedule

We can begin work within 2 weeks of acceptance of our proposal. Upon acceptance of our proposal, the following schedule has been outlined.

Acceptance of Proposal	07/01/2019 (Estimated)
Project Kick-off Meeting	07/17/2019
Level of Service Analysis	08/21/19
Progress Meeting	09/12/19
Draft AMP	09/25/19
Final AMP	10/09/19

Section V – Terms and Conditions

Our standard terms and conditions are attached.

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

Very Truly Yours,

WIGHTMAN



Mickey E. Bittner, P.E.
mbittner@gowightman.com

Enclosure

This proposal is approved and accepted by:

Signature

Date

Printed Name and Title





Standard Terms and Conditions

Updated 4/1/2019

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be



cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.

13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
17. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
18. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of

termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.

19. Billing Rates.

Principal	\$210.00/hour
Senior Licensed Staff.....	\$175.00/hour
Licensed Staff III.....	\$140.00/hour
Licensed Staff II.....	\$130.00/hour
Licensed Staff I.....	\$115.00/hour
Professional Staff V.....	\$140.00/hour
Professional Staff IV.....	\$125.00/hour
Professional Staff III.....	\$105.00/hour
Professional Staff II.....	\$95.00/hour
Professional Staff I.....	\$85.00/hour
Technician IV.....	\$90.00/hour
Technician III	\$85.00/hour
Technician II.....	\$75.00/hour
Technician I.....	\$70.00/hour
Administrative.....	\$70.00/hour
3 Man Survey Crew.....	\$185.00/hour
2 Man Survey Crew	\$150.00/hour
1 Man Survey Crew	\$100.00/hour
3 Man Survey Crew (Construction Staking).....	\$210.00/hour
2 Man Survey Crew (Construction Staking).....	\$175.00/hour
1 Man Survey Crew (Construction Staking).....	\$130.00/hour
High Definition Laser Scanning Technician	\$150.00/hour
Expert Witness/Testimony	\$400.00/hour
High Definition Laser Scanner Fee	\$150.00/hour

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

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

CITY OF ALBION
 Business Location Application
 Application for Mechanical Amusement Devices

Business Name:	CASCARELLI'S TAVERN INC.
Business Address:	116 S. SUPERIOR ST
Telephone:	517-629-3675
Owner Name or Company Representative:	
Name of Your Mechanical Amusement Device Supplier:	PIONEER VENDING
Address:	
Telephone:	- 1-800-676 7654

<u>MECHANICAL AMUSEMENT DEVICES</u>	<u>NUMBER OF DEVICES</u>
Video Game:	1
Pool Table:	_____
Pinball:	_____
Mechanical Crane:	_____
Other (Explain):	1

TOTAL # OF DEVICES: 2

MECHANICAL AMUSEMENT DEVICES:	1 st Device	\$ 75.00/year
	2-4 Devices	100.00/year
	5-9 Devices	250.00/year
	10 or more	500.00/year

<u>MUSICAL DEVICE</u>	<u># MUSICAL DEVICES</u>	<u>ANNUAL FEE</u>
Juke Box	1	\$75/Device/Year

APPLICATION FEE:	Mechanical Amusement Device(s)	\$ 100
	Juke Box(s)	75
	TOTAL DUE:	\$ 175

AFTER ALL REQUIREMENTS OF THE CITY ARE MET, I REQUEST THE APPLICATION BE SUBMITTED TO THE ALBION CITY COUNCIL FOR THEIR CONSIDERATION.

Applicant's Signature: James M. Casarelli Date: 2/29/19

Please remit necessary completed application with signature and fee to: City Clerk's Office, 112 W. Cass Street, Albion, MI 49224. **Make checks payable to: City of Albion**

City of Albion Use Only

DATE PAID: 5-10-19 CLERK'S SIGNATURE: Jill Domingo

DATE APPROVED BY CITY COUNCIL: _____

LICENSE YEAR: April 1, 2019 to March 31, 2020

Recreation Advisory Committee:

Council Woman Lenn Reid

Larry Williams

Jim Stewart

Jaque Short

Micah Doerksen

Hazel Lias

Forks Senior Center

Work Force Development Advisory Committee:

Council Woman Sonya Brown

Sharon Ponds

Staci Stuart

Taneka Thomas

Keena Williams

Vivian Davis – KCC

Ben Wallace – Marshall Opportunity High School

Infrastructure Advisory Committee:

Mayor Dave Atchison

Johnny Dunklin (Precinct #1)

Maurice Barry (Precinct #2)

Al Smith (Precinct #3)

Kelly Rice (Precinct #4)

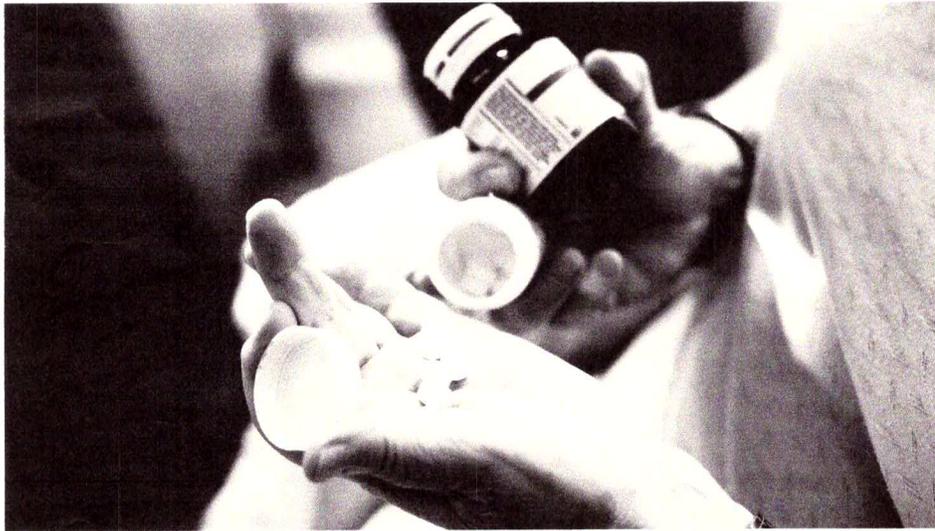
Robert Dunklin (Precinct #5)

Andy French (Precinct #6)

County Commissioner Gary Thompkins

Kent Phillips

**INFORMATION
ONLY**



Panel Discussion on Opioids and Addiction

Thursday, July 18, 2019

8:00am–9:30am

Marshall United Methodist Church
Friendship Hall

721 Old US Hwy 27 North
(located just off Exit 110 from I-94)
Marshall, MI 49068

**Light breakfast provided*

RSVP

online: carewellservices.org/cpan

email: lstevens@calhouncountymi.gov

or call: 269-781-0846



Find us on Facebook!
@CalhounPAN

About Us

Calhoun Professionals in Aging Network (CPAN) seeks to improve the lives of older adults in Calhoun County through education, information sharing and relationship building.

Monthly Meetings

The Calhoun Professionals in Aging Network meets monthly providing educational and networking opportunities for organizations that serve older adults. These meetings are offered without cost and open to the public. They are held on the 3rd Thursday of the month from 8:00am-9:30am.

Network Steering Committee

- Briana Stuck – Regional Health Alliance, BCCF
- Brigette Reichenbaugh – Calhoun County Health Department
- Christi Losinski – Ganton Communities
- Helen Guzzo – Calhoun County Senior Services
- Karla Fales – CareWell Services SW
- Lora Stevens – Calhoun County Senior Services
- Nancy Snyder – Right-At-Home
- Sara Andrews – Oaklawn
- Sherii Sherban – Senior Times/SCENE Magazine
- Stacy Wines – CareWell Services SW
- Susan O'Dell – Ganton Communities
- Veronica Troutner-Baarson – Bronson