



# CITY OF ALBION CITY COUNCIL MEETING AGENDA

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

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

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COUNCIL-MANAGER  
GOVERNMENT

Council members and  
other officials normally in  
attendance.

## AGENDA

### COUNCIL MEETING

**Tuesday, January 3, 2017**

**7:00 P.M.**

**Garrett Brown**  
Mayor

**Maurice Barnes, Jr.**  
Council Member  
1<sup>st</sup> Precinct

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

**Sonya Brown**  
Council Member  
3<sup>rd</sup> Precinct

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

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

**Andrew French**  
Council Member  
6<sup>th</sup> Precinct

**Sheryl L. Mitchell**  
City Manager

**The Harkness Law Firm**  
Atty Cullen Harkness

**Jill Domingo**  
City Clerk

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

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

### PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. PRESENTATIONS
  - A. AmeriCorps Visa Albion Forward Survey-Morgan Hull & Danielle Nelson
- VII. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)
- VIII. CONSENT CALENDAR (VV)  
(Items on Consent Calendar are voted on as one unit)
  - A. Approval Special Council Session Minutes, December 12, 2016
  - B. Approve Regular Session Minutes-December 19, 2016
  - C. Approval Study Session Minutes, December 19, 2016
  - D. Approval Special Council Session Minutes-December 28, 2016
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
  - A. Discussion-Single Hauler Process
  - B. Discussion/Approval MML Training-tentative date Saturday, February 4, 2017(VV)
  - C. Scheduling Department Tours & Overview



# CITY OF ALBION CITY COUNCIL MEETING AGENDA

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- D. Scheduling Goal Setting Sessions
- E. City Manager Report
- F. Future Agenda Items
- G. Motion to Excuse Absent Council Member(s)
- X. **CITIZENS COMMENTS** (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)
- XI. **ADJOURN**

City of Albion  
Special City Council Meeting  
December 12, 2016

I. Call To Order

Mayor Brown opened the regular session at 6:30 p.m.

II. Roll Call

PRESENT: Maurice Barnes (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5), Andrew French (6) and Mayor Garrett Brown.

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney and Danielle Nelson, Special Projects Manager.

III. Citizen's Comments (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.

No comments were received.

IV. Items for Individual Discussion

A. Discussion-Peabody Project

Bruce Johnson presented the Peabody Project to Council highlighting the following:

- Proforma-calculation of expenses, revenues, construction costs and etc. for MEDC.
- Looking for "gap" because historic renovations generally cost more than they bring in.
- The Target Market Analysis was used to determine market for apartments to be built.
- The Dobbin's are actively seeking businesses that fit the needs in Albion, not just the first offer that comes along.
- Everything on the inside will be brand new-i.e. mechanical, plumbing and electrical
- They are seeking tax sharing/abatement with the DDA.
- The loan is for \$600,000-240 months at a 4% interest rate
- \$9,269 per year is what the property owners will make each year.

- The construction cost is \$150/sq. ft.
- Historic renovation-will look like 1920 remodel but with modern fixtures on the interior with historic touches.
- They have been in contact with MEDC, State Historic Preservation Office throughout the process to ensure they are complying with the want & desires of MEDC & SHPO.

Comments were received from Council Member Brown and Mayor Brown.

## B. Discussion-Comprehensive Plan

Danielle Nelson, Special Projects Manager updated the Council on the Comprehensive Plan as follows:

### City Council Proposed Comprehensive Plan Edits

#### Economic Development

1. Language regarding "the Greater Albion Area" vs. "City of Albion proper"  
Part of the mission of the Albion Economic Development Corporation is to promote economic development in the Greater Albion Area in recognition of the fact that developments both in the City of Albion proper and around the City of Albion in the immediately surrounding townships are good for job creation and economic growth for the citizens of Albion.

Taking a regional approach with economic development is the current trend among successful cities throughout the country and within Michigan. A good local example of this is Grand Rapids, Michigan. "The Right Place" is the EDC of Grand Rapids and has included the majority of the west side of the state in its area of influence. The amount of growth that the City of Grand Rapids has seen in the past decade is largely due to the regional approach that "The Right Place" has taken. They market not only the City of Grand Rapids but all of west Michigan as to spur job growth and creation in the areas surrounding Grand Rapids.

This leads to job creation and more disposable income which in turn spurs the growth and development of more businesses and thus more jobs. For more information, please visit: <https://www.rightplace.org/>

What can the City working in partnership with the EDC influence today?

- The EDC can continue taking the lead in attracting new companies to the industrial park, which technically is not within the City limits. The EDC will focus on helping to retain existing businesses and emerging

businesses grow. In addition, the City and EDC have already begun to identify future sites, within the city limits, that could be zoned for industrial development. Those preliminary findings should be completed by the end of the month.

- All of the priority redevelopment sites listed in Appendix 2 are within the City limits of Albion.
- The "Redevelopment Ready Communities" process outlines the steps that should be taken to evaluate and market the sites:
- The City must articulate a vision for the priority redevelopment sites.
- The City should work with the EDC to verify that all negotiable resources and incentives for the sites are identified, including those that are offered by partner entities.
- A property information package for the prioritized redevelopment sites is assembled.
- Prioritized sites are actively marketed.

\*\*Potential Edits:

- (1) Leave as is; OR
- (2) Define "Greater Albion Area"; OR
- (3) Add language along the lines of "focusing developments within the City of Albion proper"

## 2. Development of Austin Avenue Corridor

The City and EDC have already begun preliminary discussions regarding a vision for redeveloping the Austin Avenue corridor, which is explicitly listed in Appendix 2 of the Comprehensive Plan as a priority redevelopment site. Austin Avenue is listed as one of the corridors that the EDC will focus attention on within its Strategic Plan. A presentation on the Austin Avenue Corridor and the Albion Malleable site is scheduled for the December 19, 2017 City Council Meeting.

In short, the next steps regarding the Austin Avenue Corridor include (1) gathering public input on the desired future use of this area and (2) adjusting the zoning to accommodate residents' and city leaders' vision for the future of this area. The next phase of the Comprehensive Planning process after Phase I is approved, is to evaluate and make changes to the current zoning and land use in Albion. Given that the zoning along the Austin Avenue Corridor does not match the current land use, this is a priority site for evaluation and planning. The intent of not including specific plans regarding Austin Avenue in the first phase of the Comprehensive

Plan is to give that area of the City the attention that it deserves in the second phase of the planning process.

**\*\*Potential Edits:**

- (1) Add further language regarding the Austin Avenue Corridor; OR
- (2) Leave as is and continue the current efforts focusing on planning for and attracting developments along the Austin Avenue Corridor

### Urgent Care Facility

Concerns regarding adding language about attracting an urgent care facility or other health care facility to Albion:

- (1) The Comprehensive Plan is designed to guide the decisions and actions that the City can **deliver on**. The City is currently not in a position to open a public hospital. Even if the maximum millage were raised on residents, the revenue generated would not even be close to the amount of money needed to operate a health care facility.
- (2) The Comprehensive Plan Phase I has identified in Goal 11 to "Partner with various healthcare providers, patient advocacy groups, transportation services, AmeriCorps VISTA, and other stakeholders to support healthcare access [...]"

At this time, the City is reaching out to stakeholders to explore attracting a healthcare facility to Albion.

French moved, Reid supported, CARRIED, to move Discussion/Approval of Support for Land Banking Agreement with the Albion Reinvestment Corporation to Item C instead of D. (7-0, rcv)

### C. Discussion/Approval of Support for Land Banking Agreement with the Albion Reinvestment Corporation (RCV)

Krista Trout-Edwards, Director of Calhoun County Land Bank highlighted the following information for the Land Banking Agreement with the Albion Reinvestment Corporation:

- The Land Bank is contemplating drafting a new agreement with the Albion Reinvestment Corporation. There are currently four (4) parcels that need to be removed from the agreement because they are occupied.
- Staggered redevelopment proposals
- Trying to get buildings attractive and up to code

- \$70,000 has been invested since 2014 in the land banking agreement
- Quarterly meetings will be held with the Albion Reinvestment Corporation, Calhoun County Land Bank and the EDC to develop buyer requirements and small business development.
- Comments were received from Council Member Barnes who asked the Council to give their support of the land banking agreement.

Additional comments were received from Council Member Brown who asked what happens to the properties once they are re-developed.

Krista Trout-Edwards, Director of the Calhoun County Land Bank stated once the properties are re-developed, they would come out of the land bank agreement.

French moved, Barnes supported, CARRIED, to Approve Support for Land Banking Agreement with the Albion Reinvestment Corporation. (7-0, rcv)

#### D. 2016/2017 Budget

The following questions were asked by Council Members pertaining to the FY 2017 Budget:

Council Member French asked if the general fund is \$22,000 over budget.

*City Manager Mitchell stated this was from the previous year and not moving forward.*

Council Member Barnes stated he felt in order to maintain qualified staff, we must pay better wages and hire assistants for department heads because of the amount of work they have taken on. We must compensate people for everything they do. We are down manpower and need to hire additional staff.

Council Member Lawler asked if we were still over 15% for fund balance.

*City Manager Mitchell stated our fund balance is currently at 31%*

Council Member Spicer stated she feels employees should be paid a livable wage but we will never be able to make everyone happy. We should look at compensating for jobs & responsibilities and compare to similar jobs.

Mayor Brown stated he would like more work sessions in 2017. i.e. one (1) per month.

- V. **Citizen's Comments** (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.

No comments were received.

- VI. **ADJOURN**

Spicer moved, Lawler supported, **CARRIED**, to adjourn Special Council Meeting.  
(7-0, vv)

Mayor Brown adjourned the Special Council Meeting at 8:31 p.m.

Minutes were taken by Danielle Nelson.

City of Albion  
City Council Meeting  
December 19, 2016

I. Call To Order

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

II. Moment of Silence To Be Observed

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Maurice Barnes (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5) and Andrew French (6) and Mayor Brown.

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; John Tracy, Director Building, Planning & Code Enforcement; Danielle Nelson, Special Projects Director; Scott Kipp, Chief Public Safety; Tom Mead, Finance Director; Jim Lenardson, Director Public Services, Stacey Levin, Assistant City Manager and Jason Kern, Detective Sergeant Public Safety.

V. Mayor & Council Member's Comments

Comments were received from Council Members Barnes and French.

VI. Presentations

A. Update on Bohm Theatre

Nancy Doyle, Executive Director of the Bohm Theatre updated the Council on the second theatre renovation. The Bohm II is schedule to open in mid-January. It will be a 41 seat theatre with a 17' X 10' screen. The new facility will offer front row reclining seats and a concession stand. The second screen will allow for additional programming and a quicker turnaround of the movies being seen. In order to receive first run films, the theatre is required by the distributor to run for 3 straight weeks, 7 days a week.

Mary Slater, 517 E. Michigan Avenue stated the cost of the new facility is \$450,000. The Friends of the Bohm raised \$74,000 along with a grant that matched \$50,000. They also received an additional two grants, one for \$60,000 and for \$75,000. Along with the above money raised, grants and a loan from the USDA, they had enough money to move ahead with the project.

Even though the Bohm is a non-profit entity, they need sponsors to cover expenses, free matinees and the classic movies. They will be offering a pre-opening tour of the facility with a date to be determined.

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

#### B. Introduction of Public Safety Officer Dan Riley

Chief Kipp introduced Officer Dan Riley. City Clerk Domingo gave Officer Riley his oath of office. Officer Riley's son, Conner, pinned his badge on his dad.

#### C. Update on SAW Grant & MEDC/Special Legislative Grant

Alan, Fleis & Vandenbrink updated the Council on the Saw Grant and MEDC/Special Legislative Grant as follows:

##### **MEDC/Special Legislative Grant:**

- Primary Clarifier and Influent Pump Replacement Project (to be performed under Special Legislative Grant of \$950,000).
- Background: City of Albion received a Special Legislative Grant of \$950,000 to address a high-priority need at the Wastewater Treatment Plant (WWTP). Focus of grant is to be the Primary Clarifiers, which were cited by MDEQ due to poor condition. Through efficient planning, additional funds are available to cover replacement of some key equipment in the Headworks. Both the Primary Clarifiers and Headworks were two of three high-priority areas identified by F&V during Asset Management project at WWTP (performed under the SAW Grant).
- Grant funds will cover design and construction of the Primary Clarifier and Headworks project. Current preliminary estimate slightly exceeds grant funding. City will need to pay for contract amount above
- \$950,000 (currently estimated to be about \$85,000).

- Scope of Fleis and Vandenbrink Professional Service Agreement (PSA): F&V will perform design of recommended improvements, bidding assistance and construction assistance for \$176,000, which is completely covered by Legislative Grant.
- Schedule: F&V has already begun work on design. Design to be completed January 31, 2017. Construction should begin March-April 2017 and be complete by end of 2017.

**SAW Grant:**

- Performed asset inventory, equipment replacement costs, and condition assessment
- Developed preliminary 10-year Capital Improvement Plan {CIP} for WWTP
- Updated WWTP O&M Manual
- Providing operations guidance to Chief Operator
- Cleaned primary digester

Comments were received from Mayor Brown.

**D. Presentation-Rural Health Network Proposal**

Shane Williamson, Starr Commonwealth stated the purpose of the grant program is to (1) promote the planning and development of healthcare networks in order to achieve efficiencies, (2) expand access to, coordinate, and improve the quality of essential health care services; and (3) strengthen the rural health care system as a whole. The grant provides an opportunity to develop an integrated health care network with entities that have not had a history of collaborative efforts, enabling them to establish and improve the local capacity and coordination of care. The grant will provide up to 24 recipients with up to \$100,000 in the planning year and \$900,000 for the implementation phase.

**VII. Citizen's Comments** (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)

No comments were received.

**VIII. Consent Calendar (VV)**

- A. Approval Budget Session Minutes – November 30, 2016
- B. Approval Regular Session Minutes-December 5, 2016

C. Approval Study Session Minutes-December 5, 2016

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

IX. Items for Individual Discussion

A. Request Approval Resolution # 2016-68, Adopting the City of Albion Comprehensive Plan-Phase I (RCV)

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

French moved, Reid supported, CARRIED, to Approve Resolution # 2016-68, Adopting the City of Albion Comprehensive Plan-Phase I as presented. (7-0 rcv)

B. Request Approval Resolution # 2016-72, Approve 2016 Budget Amendments (RCV)

Comments were received from City Manager Mitchell.

French moved, Brown supported, CARRIED, to Approve Resolution # 2016-72, Approve 2016 Budget Amendments as presented. (7-0 rcv)

B1. Request Approval Resolution # 2016-73, Approve Amendment to 2016 Budget to Meet Debt Service Requirement (#363-930-899) (RCV)

Comments were received from City Manager Mitchell.

French moved, Brown supported, CARRIED, to Approve Resolution # 2016-73, Approve Amendment to 2016 Budget to Meet Debt Service Requirement (#363-930-899) as presented. (7-0 rcv)

C. Request Approval Resolution # 2016-74, FY 2017 Budget Appropriations (RCV)

Comments were received from Council Member French, Mayor Brown and City Manager Mitchell.

French moved, Brown supported, CARRIED, to Approve Resolution # 2016-74, FY 2017 Budget Appropriations as presented. (7-0 rcv)

D. Request Approval Resolution # 2016-75, A Resolution Supporting the Peabody Project (RCV)

Comments were received from Council Members Lawler and Brown and Bruce Johnston, Revitalized, LLC.

Barnes moved, French supported, **CARRIED**, to Approve Resolution # 2016-75, A Resolution Supporting the Peabody Project as presented. (7-0 rcv)

E. Request Approval Resolution # 2016-76, Approval to Retain Additional Services of Fleis & Vandenbrink for Engineering Work (for the Special Legislative/MEDC Grant at the WWTP) (RCV)

Barnes moved, French supported, **CARRIED**, to Approve Resolution # 2016-76, Approval to Retain Additional Services of Fleis & Vandenbrink for Engineering Work (for the Special Legislative/MEDC Grant at the WWTP) as presented. (7-0 rcv)

F. Request Approval Resolution # 2016-77, A Resolution Supporting the Rural Health Network Grant Proposal and Memorandum of Agreement (RCV)

Comments were received from Council Members Barnes, French, Brown, Spicer and Lawler; Mayor Brown and Shane Williamson, Starr Commonwealth.

French moved, no support, **FAILED**, to add to the Memorandum of Understanding, staff and faculty to Albion College.

Barnes moved, French supported, **FAILED**, to Approve Resolution # 2016-77, A Resolution Supporting the Rural Health Network Grant Proposal and Memorandum of Agreement as presented. (2-5, rcv) (Reid, Brown, Lawler, Spicer and Mayor Brown dissenting.

G. Request Approval Amended Trust Agreement (RCV)

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

French moved, Barnes supported, **FAILED**, to Approve Amended Albion Trust Agreement as presented. (2-5, rcv) (Brown, Lawler, Spicer, Reid and Mayor Brown dissenting.)

Spicer moved, Brown supported, To Extend Albion Trust Agreement for 30 days.

Spicer amended above Motion to 60 days.

Spicer moved, Brown supported, **CARRIED**, To Extend the Albion Trust Agreement for 60 days. (6-1, rcv) (Barnes dissenting.)

Mayor Brown asked the City Manager and City Attorney to contact a Bond Lawyer for Additional Advice on the Trust.

French moved, Brown supported, **CARRIED**, To Reconsider the Amended Albion Trust for Approval Following the 60 Day Extension and to Charge the Cost of Bond Attorney Fee's to the Council's Budget. (4-3, rcv) (Brown, Barnes and Mayor Brown dissenting).

H. Discussion/Approval of Letter of Understanding Between the City of Albion, the Albion Department of Public Safety and Police Officers Association of Michigan (RCV)

Comments were received from Council Members Spicer and Lawler, Chief Kipp and Mayor Brown.

French moved, Barnes supported, **CARRIED**, to Approve Letter of Understanding Between the City of Albion, the Albion Department of Public Safety and Police Officers Association of Michigan as presented. (6-0, rcv) Council Member Brown was not present for the vote.

I. Request Approval Resolution # 2016-71, A Resolution to Approve Department of Public Safety Lease of Chevy Cruz (RCV)

Barnes moved, French supported, **CARRIED**, to Approve Resolution # 2016-71, A Resolution to Approve Department of Public Safety Lease of Chevy Cruz as presented. (7-0 rcv)

J. Request Approval Resolution # 2016-78, Fund Balance Policy (RCV)

Comments were received from City Manager Mitchell and Mayor Brown.

Barnes moved, Spicer supported, CARRIED, to Approve Resolution # 2016-78, Fund Balance Policy as presented. (7-0 rcv)

K. Consideration/Approval of 2017 Fee Schedule (RCV)

Comments were received from Council Members French and Lawler and City Manager Mitchell.

French moved, Brown supported, CARRIED, to Approve 2017 Fee Schedule as presented. (7-0 rcv)

L. Discussion-Austin Avenue and Former Albion Malleable Iron Site

Council Member Barnes supports the Comprehensive Plan and would like to see revitalization to the Austin Avenue Corridor and the Albion Malleable site. He would like to see the Council work with EDC Board members to help the City move forward.

Danielle Nelson, Special Projects Manager presented the following information to the Council:

**Austin Avenue Corridor:**

- Experienced lack of reinvestment
- One of the main entrances to the City
- Listed as one of the corridors that the EDC will focus attention on within its Strategic Plan
- Focus on density
- Listed as one of the corridors that the City will focus attention on within its Comprehensive Plan
- Challenges-1. Potential financial harm to residents and 2. Zoning and lot sizes
- The next steps will be to include Community Vision; Working with residents and business owners to determine what would be the most useful and most desired use for the properties along Austin Avenue and collaboration between the EDC, City of Albion, elected officials and other community leaders to develop strategic plan for this area.

Former Albion Malleable Site:

- The former Albion Malleable site is owned by the Calhoun County Land Bank Authority

- American Colloid-Unsure of arrangement with American Colloid on the property
- Next Steps are:
  1. The Albion EDC, Calhoun County and the City of Battle Creek are working together to file a joint application to the EPA for environmental assessment funds
    - The Malleable site is Albion's portion of the application to the EPA
  2. Determine ownership and update County records
  3. Determine arrangement between owner and American Colloid operation on the property (i.e. what is the lease/rental agreement)

Comments were received from Council Member French and Spicer; Mayor Brown and Director Building, Planning & Code Enforcement Tracy.

#### M. City Manager Report

City Manager Mitchell updated the Council with the following items:

- Thanked Danielle Nelson and Rosalyn Jones for all of their help with the Comprehensive Plan
- Stated many businesses had been inquiring about Albion
- Expressed disappointment in the Council's decision to not move forward with the Rural Health Network Grant Proposal and Memorandum of Understanding
- **327 Haven Road**-This property is scheduled for demolition by the Calhoun County Land Bank. An unusual situation exists, in that the approximately half of the dwelling sits on City of Albion property in Reiger Park. As well as, approximately  $\frac{3}{4}$  of the detached garage. In order to demolish, the dwelling and garage need to be located completely on property owned by the County. The City and County will be entering into a Letter of Understanding split/combine the property and return to the City after the demolition.
- **Employee Holiday Party**-We had a record turn out and everyone enjoyed a beautiful spread prepared by Council Member Lenn Reid, with the assistance of Council Member Sonya Brown. Everyone expressed their appreciation to the Mayor, Council and Attorney Cullen Harkness for their generous donations that provided for the ham, and other wonderful refreshments.
- **City Hall Closed-Offices** will be closed in observance of the holidays:

- Christmas Eve & Day Friday, December 23 & Monday December 26
- New Year's Eve & Day Friday, December 30 & Monday, January 2, 2017
- **Next Council Meeting-TUESDAY, JANUARY 3, 2017**

G. Future Agenda Items

- Council Member French would like an update on the Single Trash hauler process added to the next agenda.

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

No action was necessary as all members were present.

X. Citizen's Comments

Comments were received from Nidia Wolf, 409 Irwin Avenue.

XI. Adjournment

Brown moved, French supported, CARRIED, to adjourn council session. (7-0 vv)

Mayor Brown adjourned the meeting at 9:10 p.m.

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Date

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Jill Domingo  
City Clerk

City of Albion  
Study Session  
December 19, 2016

I. CALL TO ORDER

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

II. ROLL CALL

Maurice Barnes (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5) and Andrew French (6) and Mayor Garrett Brown.

STAFF PRESENT:

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

III. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to agenda items only and to no more than five (5) minutes. Proper decorum is required.)

No comments were received.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. Discussion-Rural Health Network Grant Proposal

Shane Williamson, Starr Commonwealth discussed the Rural Health Network Grant Proposal highlighting the following:

- This is a federal grant with the purpose of beginning a collaborative process to develop a community based health care clinic.
- The partners for this project are Starr Commonwealth; Albion College; Oaklawn Hospital; Summit Pointe; City of Albion; Village of Homer and Calhoun County.
- Calhoun County is eligible for this grant due to the low provider care ratio; low medical; behavioral; dental and mental health providers and the loss of the Albion hospital.
- This is a one (1) year planning grant to help get healthcare to the greater Albion Community
- The goals for the grant are:
  1. Identify health needs of the greater Albion Community
  - Identify and grow network of health agencies, social service organizations and local governments that address the care

coordination gaps for the at-risk communities in the greater Albion area.

3. Identify how network members integrate functions to share resources and create efficiencies in care coordination and service delivery.

4. Develop sustainable network roadmap that addresses the health needs of the greater Albion community and attempts to fill in gaps in care and access.

5. Strengthen health care system of eastern Calhoun County with network collaboration and mature development of the network.

- These types of loans are federal based and has a short window in which to apply.
- This grant became available in November, 2016
- The Memorandum of Understanding only commits the City to applying for the grant.
- Other health care providers can join the group-there are no exclusions and it is not limited just to Oaklawn Hospital.
- Oaklawn was asked to partner as they are already partners with Starr Commonwealth and also to maintain within the geographical lines of the County.
- All partners listed previously have signed or have committed to sign.
- The group started with Starr Commonwealth, Summit Pointe and Oaklawn Hospital as a conversation pertaining to health care.
- They was not an outreach to any other hospitals although not intentional.
- They will be asking other entities to be a part of the group if the grant if awarded as this is part of the growing and maturing the network.
- Current members of the group do offer competitive services.

Questions/Comments from the Mayor and Council:

- How will the Assistant City Manager fit into this position?
- If the due date for the grant is 1-3-17, why are we just now receiving the information and having to immediately vote on it?
- Does anyone else other than Oaklawn want to provide this type of facility?
- Has Henry Ford Allegiance, Borgess or Bronson Hospital been asked to join the group?
- Are other health care facilities aware of the opportunity to be a part of this?
- Is this an outgrowth of Oaklawn or Albion College?
- When was the City of Albion asked to be a part of this group?
- Can Henry Ford Allegiance be asked to join and how can they be brought to the table to become a part of this?
- Many Albion residents use both Oaklawn and Henry Ford Allegiance hospital.
- Albion College explored a health care option last July to help minimize the cost of health care and Oaklawn Hospital was the only proposal received to date. This option was cost prohibitive for the College as this would cause them to be charged the "Cadillac" coverage.

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

- V. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to agenda items only and to no more than five (5) minutes. Proper decorum is required.)

No comments were received.

VI. ADJOURNMENT

French moved, Brown supported, CARRIED, to ADJOURN Study Session. (7-0, vv).

Mayor Brown adjourned the Study Session at 6:46 p.m.

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Date

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Jill Domingo  
City Clerk

City of Albion  
Special City Council Meeting  
December 28, 2016

I. Call To Order

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

II. Moment of Silence to be Observed

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Maurice Barnes (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5), Andrew French (6) and Mayor Garrett Brown.

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk and Stacey Levin, Assistant City Manager.

V. Mayor and Council Member's Comments

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

VI. Citizen's Comments (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)

Comments were received from Shane Williamson, 1210 Barnes St.; Elizabeth Carey, President & CEO Starr Commonwealth; Nidia Wolf, 409 Irwin Avenue; Joyce Spicer, 27909 Condit Rd.; Hazel Lias, 12939 28 ½ Mile Rd.; Mary Slater, 517 E. Michigan Avenue; Dr. James Curtis, 1207 Barnes St.; Mike Bearman, 11016 29 Mile Rd.; Bill Dobbins, 15901 E. Michigan Avenue; Keena Williams, 414 N. Huron St.; Ray King, Henry Ford Allegiance Chief Medical Examiner and Sheila Lyons, 1433 E. Michigan Avenue. All citizen's comments were in favor of approval of the Rural Health Network Grant Proposal and Memorandum of Understanding.

VII. Items for Individual Discussion

A. Request Approval Resolution # 2016-79. A Resolution Supporting the Rural Health Network Grant Proposal and Memorandum of Understanding (RCV)

Comments were received from Council Members Barnes, Reid, Brown, Lawler, French and Spicer; Mayor Brown; City Manager Mitchell; Elizabeth Carey, President & CEO Starr Commonwealth and Shane Williamson, Starr Commonwealth.

Barnes moved, French supported, CARRIED, To Approve Resolution # 2016-79, A Resolution Supporting the Rural Health Grant Proposal and Memorandum of Understanding as presented. (5-2, rcv) (Brown and Brown dissenting).

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

No action was necessary as all members were present.

VIII. Citizen's Comments (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.

Comments were received from Vivian Davis, 901 Huntington Blvd; Elizabeth Carey, President & CEO Starr Commonwealth, Mike Bearman, 11016 29 Mile Rd.; Ray King, Henry Ford Allegiance Chief Medical Examiner; Dr. James Curtis, 1207 Barnes St and Joyce Spicer, 27909 Condit Rd.

IX. ADJOURN

Brown moved, French supported, CARRIED, to adjourn Special Council Meeting. (7-0, vv)

Mayor Brown adjourned the Special Council Meeting at 8:45 p.m.

\_\_\_\_\_  
Date

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

# ***DRAFT COPY - GRANGER 12-28-2016***

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

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

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Contractor to provide residential collection, hauling, and disposal of solid waste and yard waste, and equipment, vehicles, hauling, and disposal of solid waste for an annual clean up, festivals and similar events, and municipal buildings for and on behalf of the City, and the Contractor desires to provide said service in compliance with City ordinances;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

### DEFINITIONS

- A. Refuse: The term "refuse" shall include garbage and rubbish, except animal and human excrements.
- B. Garbage: The term "garbage" means all animal and vegetable wastes resulting from handling, preparation, cooking, or consumption of foods.
- C. Rubbish: The term "rubbish" means nonputrescible solid waste, including broken glass, crockery, bottles, and ashes. Excluded is hazardous waste and yard waste.
- D. Hazardous Waste: The term "hazardous waste" shall mean waste, or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which because of its quality, concentration or physical, chemical or infectious characteristics pose a substantial present or potential hazard to human health or the environment. Contractor reserves the right to define materials that does not meet its waste acceptance guidelines as hazardous or special wastes.
- D. Recycle Material: The term "recycle material" is defined as material produced from residential households that includes newspaper, glass, cardboard, metal cans, plastic containers, paper bags, magazines, box board, aluminum, and any other materials that may be deemed by Contractor as recyclable in the future.
- E. Bulk Items: Bulk items may include, but is not limited to household refuse typically of a large or bulky nature such as: appliances, furniture, bed springs and mattresses, stoves, water heaters, trunks, toys, carpeting, large automobile components, broken concrete, building materials from household repairs, alterations, or new construction, and debris from commercial or industrial establishments.
- F. Street-Side: Refers to that area within arm's reach of the edge of the traveled path of public streets.
- H. Yard Waste: The term "yard waste" refers to leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, and brush, not exceeding two (2) inches in diameter, four (4) feet in length or thirty (30) pounds per bag or bundle. Excluded are tree stumps, limbs, branches, and materials from the removal of trees, bushes, or similar.
- I. Residential Household: The term "residential household" shall mean a single-family dwelling within the City of Albion. Buildings with two (2) or less separate dwellings connected into one building, will count as separate residential households. Multi-family residential apartments of two (2) or more are considered as commercial buildings and owners are responsible

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for contracting separately for solid waste collection services. Mobile home parks and similar are defined as commercial establishments for the purpose of this contract.

## **GENERAL DESCRIPTION OF WORK**

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

## **MUNICIPAL REFUSE COLLECTION**

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

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

## **RESIDENTIAL REFUSE COLLECTION**

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

## **RESIDENTIAL YARD WASTE COLLECTION**

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

## **CLEAN UP REFUSE COLLECTION**

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

## **FESTIVAL/EVENT REFUSE COLLECTION**

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

## **COLLECTION SCHEDULE**

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

## **COLLECTION ROUTES AND SERVICE DAYS**

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

## **INTERRUPTED COLLECTION SCHEDULE**

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

## **SOLID WASTE DISPOSAL**

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

## **WASTE ACCEPTANCE**

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

## **CONTRACTOR WASTE ACCEPTANCE GUIDELINES**

### **A. Prohibited Wastes:**

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

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

### **B. Conditionally Prohibited Wastes:**

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

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

### **C. Special Wastes**

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

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

### **CONTRACTOR YARD WASTE ACCEPTANCE GUIDELINES**

- Leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, and brush shall be placed in compostable, paper bags no greater than 30-gallon in size and no greater than 30 pounds in weight.
- Brush and twigs that are no longer than four (4) foot, less than two (2) inches in diameter, and do not fit into compostable, paper bags can be collected if bundled and tied with heavy twine into bundles no larger than 12 inches in diameter and no greater than 30 pounds in weight. Each properly prepared bundle shall count as one bag towards the yard waste service limit.

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- Resident-owned (reusable, store-purchased) containers should be clearly labeled to avoid being disposed of accidentally.
- Contractor is not responsible for damage to resident-owned (reusable, store-purchased) containers.

## WEEKLY RESIDENTIAL REFUSE AND YARD WASTE COLLECTION LIMITS

Contractor will collect refuse according to the following limits:

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

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

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

## COMMERCIAL SERVICE

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

## ADMINISTRATIVE SERVICES

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

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

## CONTAINERS

A. Residential Refuse and Yard Waste Service: Contractor will provide refuse containers for residents depending on the refuse service they choose. Residents shall purchase at their expense, 30-gallon, compostable, paper bags for yard waste service:

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

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

### TERM AND TERMINATION

- D. Initial Term: The initial term of this agreement is three (3) years, commencing on April 1, 2017, and ending March 31, 2020.
- E. Price Adjustments and Renewal: Any price adjustments for any renewal terms shall be negotiated and by mutual agreement of the Contractor and City. This agreement shall automatically renew for successive three (3) year terms upon the same terms and conditions utilizing the aforesaid agreed upon price adjustments unless sooner terminated by the City giving Contractor 180 days written notice of the City’s intent not to renew prior to the expiration of the initial term or any extended term of the agreement, as the case may be.
- F. Material Breach of Agreement: In the event of a material breach or material default in the performance of any covenant or obligation of the City or Contractor under this Agreement, which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default, or termination of this Agreement, each party shall have available all remedies in equity or at law.

### INSURANCE

- A. The contractor shall, prior to service commencing, obtain and maintain during the execution of the contract, an insurance policy meeting the following requirements and shall provide to the

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City a certificate showing the premiums to be fully paid as well as a copy of the applicable policy, including all endorsements. The City, including its officers and employees shall be named as an additional insured on the policy.

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

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

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

**INDEMNITY**

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

**COMPENSATION AND PAYMENT**

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

SERVICE YEAR	YEAR 1	YEAR 2	YEAR 3
SERVICE DATES	04/01/2017 TO 03/31/2018	04/01/2018 TO 03/31/2019	04/01/2019 TO 03/31/2020
SERVICE TYPE	PRICE (MONTHLY; UNLESS NOTED)		

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96-Gallon Cart Refuse Service	\$8.85	\$8.85	\$8.85
Yard Waste Service	\$6.25	\$6.25	\$6.25
Refuse and Yard Waste Exceeding Limit (Extra Bags or Bundles)	\$2.00 per Bag	\$2.00 per Bag	\$2.00 per Bag
Municipal Refuse Services	2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service.	2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service.	2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service.
Annual Festival Refuse Services	20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container).	20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container).	20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container).
Annual Clean Up Refuse Services	Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container).	Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container).	Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container).

**PAYMENT SCHEDULE**

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

**NON-PAYMENT**

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

**ADDITIONAL FEES**

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

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

ATTEST:

CITY OF ALBION

By: \_\_\_\_\_

\_\_\_\_\_

By: Garrett Brown  
Its: Mayor

ATTEST:

GRANGER WASTE SERVICES

By: \_\_\_\_\_

\_\_\_\_\_

By: Sean McHugh  
Its: Director of Sales

**INFORMATION  
ONLY**

		<b>NAME</b>	<b>BOARD</b>	<b>DATE APPLICATION RECEIVED</b>	<b>Date Background Completed</b>
1		Richard Decker	Planning Commission DDA Board/Planning	10/17/2016	12/5/2016
2		Joseph Domingo	Commission	11/28/2016	11/28/2016
3		Vivian Davis	Planning Commission	11/29/2016	11/30/2016
4		Bruce Nelson	Planning Commission	12/2/2016	12/2/2016
5	**	Staci Stuart	DDA Board	12/5/2016	12/5/2016
6	**	Nathaniel George Bogan	Board of Review	12/7/2016	12/7/2016
7		Betty Branche	Board of Review	12/7/2016	12/7/2016
8	**	Wayne Anthony Arnold	Board of Review	12/8/2016	12/8/2016
9	**	Linda LaNoue	DDA Board	12/21/2016	12/21/2016
10		Rebecca Decker	Planning Commission	12/12/2016	12/12/2016
11	**	Shawna Gamble	Planning Commission/DDA	12/12/2016	12/12/2016
12		Don Masternak	DDA Board	12/8/2016	12/8/2016
13	**	Lucinda Stone	Zoning Board of Appeals	12/12/2016	12/12/2016
14		Jacob Tazzi	Zoning Board of Appeals	12/13/2016	12/13/2016