



# 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.

**Joseph V. Domingo**  
Mayor

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

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

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

**Rebecca Decker**  
Council Member  
4<sup>th</sup> Precinct

**Cheryl Krause**  
Council Member  
5<sup>th</sup> Precinct

**Andrew French**  
Mayor Pro Tem  
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.

## AGENDA

### COUNCIL MEETING

**Monday, June 6, 2016**

**7:00 P.M.**

#### 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. PUBLIC HEARING
  - A. 2016 Sidewalk Exemptions
- VII. PRESENTATIONS
  - A. Community Engagement Process & Walkable Community Update-  
Danielle Nelson
- 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.)
- IX. CONSENT CALENDAR (VV)  
(Items on Consent Calendar are voted on as one unit)
  - A. Approval Regular Session Minutes – May 16, 2016
- X. ITEMS FOR INDIVIDUAL DISCUSSION
  - A. Request Approval Resolution #2016-37 Sidewalk Exemptions (RCV)
  - B. Request Approval To Place Delinquent Water Bills & Abatements on Tax Bills (RCV)



# 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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- C. Request Approval City Hall Easement Agreement with Consumers Energy (RCV)
- D. Request Approval Resolution #2016-32, Approve Proposal & Contract with Lohrke's Mowing for Small Equipment Noxious Vegetation Abatement & Mowing Bid
- E. Request Approval Resolution #2016-33, Approve Proposal & Contract with John J. Hawkins Construction for Heavy Equipment Noxious Vegetation Abatement & Mowing Bid
- F. City Manager Report
- G. Future Agenda Items
- H. Motion to Excuse Absent Council Member(s)
- XI. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)
- XII. ADJOURN

# Albion Walkable Cities Workshop

## Summary and Progress Report – Albion City Council Presentation – June 6, 2016

*On Thursday May 12<sup>th</sup>, the City of Albion hosted a community workshop. It was the first in a series of events that will be held over the next 5 months as the City updates its Comprehensive Master Plan and works to become Redevelopment Ready Certified by the Michigan Economic Development Corporation.*

## The Community Engagement Process

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Albion's Comprehensive Plan is due for an overhaul and the most important part of this process is gathering information from residents about what they would like the Albion community to look and feel like in the future. The look and feel of the community are tied to not only the aesthetics of the city but also economic opportunities, neighborhoods, transportation, recreation, housing, and safety – among other aspects. Through focus group discussions with stakeholders, community workshops, surveys, and interactive planning events, we are hoping to gain insight from residents about various aspects of the community. We are helping the Planning Commission answer the four questions: where are we now; how did we get here; where do we want to go; and how do we get there?

### Goals

- Gather helpful information for the Planning Commission to update the Comprehensive Plan
- Involve as many residents in the process as possible
- Foster a sense of efficacy while creating a safe and welcoming space to discuss ideas
- Make community engagement a more regular process

## The Walkable Cities Workshop

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As Albion moves forward with a number of projects – including the trailway expansion, the Superior Street project, and even some new businesses – it is important that we take stock and ensure that these projects as well as future ones, meet the wants and needs of the community. The Walkable Cities Workshop sought to give residents the space to work together to identify the strengths of the Albion community as well as the challenges that we are facing. The idea of a “walkable city” was used to create a more tangible starting point for the conversation. Participants were asked to use the idea of what makes a “good walk” which is a walk that is safe, useful, comfortable, and interesting. With these ideas in mind, participants broke off into small groups of about 10 each to answer questions and have an open conversation with discussion leaders who were there to take notes and create a safe space for everyone to voice ideas.

### Results

Overall, the conversations had at the Walkable Cities Workshop were positive and hopeful for the future. The initial consensus about a number of these ideas speaks volumes about the direction that the City should take. The group focused largely on celebrating the art, culture, people, and nature in Albion. We will gather more input from a wider audience as we continue with the community engagement programming.

#### Major Strengths

The survey began with asking people about where they like to take out-of-town guests. This was a good way to identify some of the major assets and anchors in the community. This generated a list of 31 locations that people like to take out-of-towners, the top three responses were listed by the majority of the participants and they were:

1. Victory Park and Reiger Park
2. Albion College campus
3. Bohm Theatre

In addition to identifying these places, the survey asked participants to identify natural and man-made features that make Albion unique. The top three responses to those questions were:



### *Natural Features*

1. Kalamazoo River/falls in Victory Park
2. Old trees and variety of trees
3. Hill at Victory Park

### *Man-Made Features*

1. Brick street
2. Whitehouse Nature Center
3. Tied for 3<sup>rd</sup>: the Band Shell & Molder Statue

### *Challenges*

According to the surveys collected and the conversations had at the Walkable Cities Workshop, the majority of participants agreed on several challenges that the City of Albion is currently facing. Of the topics discussed, the most widely agreed upon include:

- Lack of opportunity for certain activities – shopping, canoeing, try new food, go to art exhibits, youth activities
- Lack of public benches
- Lack of continuity between downtown and neighborhoods/parks
- Blighted/abandoned properties
- Inadequate street lighting

With the challenges that were identified, participants were quick to offer solutions and identify resources. In addition, everyone expressed a strong sense of pride in their City and wanted to celebrate the assets and rich culture that it already has.

### *Wish List*

The survey that we handed out had a few open-ended questions to give people the space to write down things that may have been missed by the questions. The following questions were posed to gather more specific responses:

1. What things do you go out of town to purchase that you wish you could buy in Albion?
2. List 3 ways that you might repurpose old buildings.
3. List 3 things you would add to the streets in Albion to create a better walk.

The response to these questions has generated a long list of ideas – some that have been discussed before and others that are outside-the-box. Below is a brief list of some of the top responses:

- |  |                                 |                          |
|--|---------------------------------|--------------------------|
| 1. Shopping – groceries, clothing, hardware, home goods, art, and outdoor recreation | 3. Public art (statues, murals) | 8. Fix up store fronts   |
| 2. Benches   | 4. Art competitions/art fairs   | 9. More rental units     |
|  | 5. Street lighting              | 10. Canoe livery/launch  |
|  | 6. Historic markers             | 11. Repaired sidewalks   |
|  | 7. Bike lanes                   | 12. Informational kiosks |

### *Feedback*

When given the opportunity to give feedback about the event, here are the results that were collected from the surveys:

- 19 of the 35 participants said that they would like to have more events like this
- 10 were neutral
- 6 did not respond

### *Comments about the Workshop*

People who left comments about the event noted that they enjoyed that they were given the chance to voice their individual input and to hear others' input. It was a good way for people to come together on the challenges and strengths in our community. Others noted that they would like to have more than an hour to continue conversing with their neighbors about how to improve Albion. Another noted that they would like to see a more diverse group of participants.

### *Next Steps:*

- Present information to the Planning Commission at June 21 meeting
- Organize volunteers for next event
- Plan next community workshop with consultant, Rosalyn Jones – Tentative date: June 29th
- Continue to develop surveys and attend various community events to collect survey data

City of Albion  
City Council Meeting  
May 16, 2016

I. CALL TO ORDER

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

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

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

STAFF PRESENT:

Sheryl Mitchell, City Manager; Jill Domingo, City Clerk; Cullen Harkness, City Attorney; Scott Kipp, Chief Public Safety; Jim Lenardson, Director Public Services; Peggy Sindt, EDC Director and John Tracy, Director, Planning, Building and Code Enforcement.

V. MAYOR AND COUNCIL MEMBER'S COMMENTS

Brown moved, Decker supported, CARRIED, to Amend the Agenda and **Table** Item F. (5-0, rcv)

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

VI. PRESENTATION

A. EDC Update-Peggy Sindt

Peggy Sindt, EDC Director updated the Council on the following items:

- Thursday, May 12, 2016 was the Ground Breaking Ceremony for the new hotel. They had a great turnout with approximately 250 people attending.
- The hotel project is moving forward and expects to have the structural ground breaking sometime late this summer. They are currently awaiting drawing approval from the Courtyard Marriott.

- The 101 N. Superior Street expects to be complete late August. The windows have been ordered for the storefront of the building.
- Taco Bell is close to opening.
- Brembo is building an impressive structure for their foundry. This will help to create additional jobs in the Albion area. A new supplier to Brembo will also have a building next to the Brembo building.
- Team 1 had their ribbon cutting ceremony for their new addition. A tax abatement will be coming to Council for approval on the June agenda.
- Peggy will be retiring at the end of September. The EDC Board is currently completing a search for a replacement. They may extend staffing for the EDC and is a good time for a transition.

Comments were received from Council Member Brown who thanked Mrs. Sindt for her years of service and asked to have a joint meeting with the EDC Board and the Council to be kept up to date on the search.

Additional comments were received from Council Member Reid.

#### B. Big Read Update-Jess Roberts

Jess Roberts of the Big Read Program updated the Council with the following items:

- On May 11<sup>th</sup>, 2016 the National Endowment of the Arts announced the recipients of the Big Read grant for this year and has once again selected the City of Albion. She also noted that pictures from last year's Big Read program are on the National Endowment of the Arts webpage.
- The Big Read Program had thirty seven (37) businesses that partnered with the program last year.
- The following business have signed up to partner this year:
  - Albion College
  - Albion Schools
  - Philanthropic Women
  - Team One
  - Albion District Library
  - Albion/Homer United Way
  - Linda Kolinski Fund
- Nineteen (19) youth have signed up for the Big Read program
- In completing the November report for last year's Big Read Program, Jess stated she was able to share the story of our town and received a response that we as a community "knocked it out of the park".
- She is excited about the upcoming Big Read program in October and appreciates the deep commitment to education in our community.

#### C. Oaklawn Dialysis Center-Richard Lindsey

Richard Lindsey update the Council on the Oaklawn Dialysis Center with the following:

- Mr. Lindsey and City Manager Mitchell toured the Oaklawn Dialysis Center two weeks ago.
- The Oaklawn Dialysis Center will have an open house on Tuesday, May 24<sup>th</sup>, 2016 from 4:00 – 6:00 p.m. at 350 B Drive North, Albion. Light appetizers and punch will be provided.
- The Dialysis Center is a 3.5 million, 8800 sq. ft. ,12 chair facility built by Gordon Martin Builders using local contractors
- It is not a tax exempt facility and is owned by Oaklawn Dialysis Center of Albion, LLC
- The zoning for this facility went through quickly and easily
- The facility will have twelve (12) full and part time employees and will be able to serve sixteen (16) patients at a time
- They also will have a training facility for residents to train enabling them to provide at home service
- By opening this facility in Albion this will help with convenience so residents won't have to drive as far and will also free up space at the Marshall Dialysis Center which is currently at full capacity

#### VII. CITIZENS COMMENTS

No comments were received.

#### VIII. CONSENT CALENDAR (VV)

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

##### A. Approval Regular Session Minutes-May 2, 2016

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

#### IX. ITEMS FOR INDIVIDUAL DISCUSSION

##### A. Discussion/Approval 2016 Street Projects (RCV)

Comments were received from City Manager Mitchell.

Krause moved, Brown supported, CARRIED, To Approve 2016 Street Projects as presented. (5-0, rcv)

##### B. Request Approval for Albion Fireworks Committee to use Barnes Park and Riverside Cemetery for the Albion Fireworks Viewing on July 3, 2016 (RCV)

Brown moved, Krause supported, CARRIED, to Approve Albion Fireworks Committee to use Barnes Park and Riverside Cemetery for the Albion Fireworks Viewing on July 3, 2016 as presented. (5-0, rcv)

- C. Request Approval Memorandum of Understanding with Brownfield Redevelopment Authority to Operate a Dog Park on Property Owned by Brownfield (RCV)

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

Brown moved, Decker supported, CARRIED, to Approve Approval Memorandum of Understanding with Brownfield Redevelopment Authority to Operate a Dog Park on Property Owned by Brownfield as presented. (5-0, rcv)

- D. Discussion-Juneteenth Celebration at Holland Park

Council Member Reid stated the Holland Park Committee and the NAACP will be sponsoring the Juneteenth Celebration at Holland Park on June 18<sup>th</sup>, 2016 from 12:00 p.m. to 8:00 p.m. There will be a short program and everyone is welcome to attend. There will be food, games, face painting, music, basketball games and a teen dance to name a few. Money raised from the sale of food will be used to add additional items to Holland Park.

The Juneteenth celebration began in Texas after the emancipation proclamation. Texas had not received word right away as to the release of slaves so when notification was finally made, a celebration was held and has continued on through the years. This celebration started in Texas but has now spread too many other cities and states including Albion.

The senior section of Holland Park will be complete the first week of June. The teen area will be worked on next.

- E. Discussion/Approval Use of City Logo by the AmeriCorps/Vista Program (RCV)

Comments were received from City Manager Mitchell, City Attorney Harkness and Mayor Domingo.

Krause moved, Brown supported, CARRIED, to Approve Use of City Logo by the AmeriCorps/Vista Program as presented. (5-0, rcv)

- F. Discussion/Approval to Obtain Cost of Public Safety Services from Calhoun County Sheriff's Office for Informational Purposes Only (RCV)

This item was tabled at the start of the Council meeting.

#### G. Request Approval of Waiver of First Right of Refusal on Calhoun County Foreclosed Properties (RCV)

Comments were received from City Manager Mitchell and Mayor Domingo.

Brown moved, Krause supported, CARRIED, to Approve Waiver of First Right of Refusal on Calhoun County Foreclosed Properties as presented. (5-0, rcv)

#### H. City Manager Report

City Manager Mitchell updated the Council on the following items:

- The public notice for the 2016 sidewalk exemptions has been placed in the paper and the public hearing will be at the June 6<sup>th</sup>, 2016 council meeting. Residents who wish to apply for this exemption may come to the meeting or can send a letter to the Clerk's office prior to the meeting.
- There will be an Open House at the Oaklawn Dialysis Center of Albion on Tuesday, May 24<sup>th</sup>, 2016 from 4:00 p.m. to 6:00 p.m.
- The Greater Albion Chamber of Commerce & Visitors Bureau will be holding a Business After Hours at Albion Machine & Tool & Velocity Manufacturing, 1001 Industrial Avenue, in Albion from 5:00 p.m. – 6:30 p.m. on Thursday, June 2<sup>nd</sup>, 2016.
- The Memorial Day parade will be held Monday, May 30<sup>th</sup>, 2016 at 10:00 a.m.
- The Recreation Department is now accepting signups for the Summer Dreams and Peapods programs. This will be a four (4) day a week program and on Fridays, children will be picked up in the recreation van and taken to the Bohm Theatre for free popcorn and a movie and then taken back home.
- A donation from the Albion Community Foundation will allow for a summer basketball program.

#### I. Future Agenda Items

- Council Member Brown would like the following two items added to the next agenda: 1) An update on the single hauler RFP and 2) A study session in early June to discuss where the City is currently with the budget.
- Council Member Reid would like the Council to take a "blight tour" of the City to see what areas there are problems and what can be done to help clean up those areas. Council would like City Manager Mitchell

and Director Tracy to be included in the tour. They would like a possible date of Saturday, June 11<sup>th</sup>, 2016 from 8:00 a.m. to Noon.

Comments were received from Council Member Brown, City Attorney Harkness and Mayor Domingo.

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

Reid moved, Krause supported, CARRIED, to Excuse Council Members Barnes and French. (5-0, vv)

K. Discussion/Approval Resolution # 2016-34, Discharge of CDBG Mortgage for 114 W. Walnut St. (RCV)

Comments were received from Council Member Brown, City Manager Mitchell, City Attorney Harkness, Scott Evans, President Homestead Savings Bank and Mayor Domingo.

Brown moved, Decker supported, CARRIED, to Approve Resolution # 2016-34, Discharge of CDBG Mortgage for 114 W. Walnut St. as presented. (5-0, rcv)

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

Comments were received from Sonya Brown, 713 Orchard St., who stated there two community forums held with Marshall Schools to discuss what Albion school buildings will be utilized. Both meetings will be held in the Library at Albion Schools at 225 Watson St., Albion from 5:30 p.m. to 7:00 p.m. The meeting dates are Thursday, May 19<sup>th</sup>, 2016 and Thursday, May 26<sup>th</sup>. Additional comments were received from Council Member Decker.

XI. ADJOURNMENT

Brown moved, Decker supported, CARRIED, to ADJOURN Regular Session. (5-0, vv).

Mayor Domingo adjourned the Regular Session at 8:00 p.m.

\_\_\_\_\_  
Date

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

**Resolution #2016-37**

Sidewalk Exemption Approval

**Purpose and Finding:** The City of Albion previously established via Resolution 2016-27, the ability for certain qualifying residents to seek an exemption from the Sidewalk Special Assessment. A public notice was posted and a public hearing was held on June 6, 2016. Several requests for exemptions have been received by the City for the 2016 assessment year for those parcels which presently have no sidewalk. It is recommended that those exemptions, received prior to or at the public hearing, be granted for the 2016 assessment year.

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

**RESOLVED**, that the request(s) for exemptions from the City of Albion 2016 Sidewalk Assessment, which were received prior to or at the public hearing on June 6, 2016, for those properties which meet the criteria set forth in Resolution 2016-27, are hereby granted;

I hereby certify that the above resolution was adopted on June 6, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Jill Domingo, Albion City Clerk

**Joyce J Spicer**  
**27909 Condit Road**  
**Albion, Michigan 49224**  
May 19, 2016

RECEIVED

MAY 19 2016

CITY CLERK



Sidewalk Assessments  
c/o Albion City Clerk  
112 West Cass Street  
Albion, MI 49224

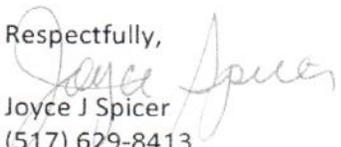
SUBJ: 1103 Chauncey Street

I am again requesting an appeal from the Sidewalk Assessment for the subject property. As I previously informed Albion City Manager Mike Herman when the sidewalk assessments were enacted, the entire west side of Chauncey Street has never had sidewalks. He informed me that there were no plans to install sidewalks, however, every property owner were required to pay the assessment regardless. That statement, which I now know, was not true.

I was never informed that there were exemptions and I feel that this was certainly unjust on the part of the city administration.

I am hereby requesting an exemption and that my property located at 1103 Chauncey Street be added to the 2016 sidewalk assessment property listings.

Respectfully,

  
Joyce J Spicer  
(517) 629-8413

May 13, 2016

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

Re: Chapter 74 of the City Code  
2016 Sidewalk Assessment

To whom it may concern:

I am writing to ask for the exemption from the 2016 sidewalk assessment.

I live in a subdivision of Luther Dr. and Cram Lane. I live at 917 Luther Dr. which is in a subdivision that has NO sidewalks. I have been paying a sidewalk fee since the day of inception. I was paying on the spare lot plus the lot that our house is on. I had the spare lot combined with our home so I wasn't charged the sidewalk assessment on both properties.

Thank you,



LaVada Weeks  
917 Luther Dr.  
Albion, MI 49224  
517)629-6694

**RECEIVED**

MAY 19 2016

CITY CLERK 

Date: June 1, 2016

To Whom it May Concern:

Please exempt me  
from the sidewalk  
assessment.

Property at:

909 Luther Dr.

903 Luther Dr.

Thomas J McClure

Thomas J McClure

DELINQUENT UTILITY BILLING CHARGES  
TO BE ADDED TO THE 2016 SUMMER TAX BILLS

	Acct	Parcel	Address	Utility Customer	Amount	Property Owner	Comments
1	11-033-03	51-000-712-00	403 E CASS	RICHARDS, CRYSTAL & NEILSEN, M	\$88.00	Calhoun Cty Treasurer	
2	11-041-02	51-000-701-01	112 N BERRIEN	LINDEN-ANDERSON PROPERTIES	\$60.26	Colchester Properties	
3	11-041-03	51-000-701-01	112 N BERRIEN	COLCHESTER PROPERTIES	\$2.32	Colchester Properties	
4	11-058-14	51-013-642-00	1207 JACKSON	PITTELKOW, NORMANN	\$11.35	PITTELKOW, NORMANN	
5	12-023-03	51-000-180-00	512 N SUPERIOR	ELKINS, KENNETH	\$176.00	Kaja Holdings	
6	12-028-02	51-000-186-00	120 E CHESTNUT	ROEBUCK, KEITH	\$203.45	Washington Miller Trust	
7	12-041-06	51-000-109-00	119 E CHESTNUT	MESDELT, CHRISTINA	\$52.31	MESDELT, CHRISTINA	
8	12-052-00	51-000-028-00	201 E PINE	HOWELL, RETHA	\$176.00	HOWELL, RETHA	
9	12-057-04	51-000-032-00	217 E PINE	JOHNSON, RONNIE	\$87.63	RWLS II LLC	
10	12-068-04	51-000-035-00	706 N MONROE	CUATT/WENDLING	\$31.56	Brian Rubley	
11	12-087-06	51-009-652-01	817 N MONROE	BLAIR, KAYLA	\$48.66	Rick & Renae Clark	
12	12-090-05	51-009-654-00	202 NORWOOD	WILSON, CARL	\$82.70	Brian & Cheryl Mull	
13	12-090-06	51-009-654-00	202 NORWOOD	KELLOGG, SETH	\$41.12	Brian & Cheryl Mull	
14	12-100-02	51-009-627-00	921 N MONROE	SHEDD, THOMAS	\$13.34	Richard Sleeper	
15	12-129-01	51-012-116-00	110 COLFAX	MULKEY, TIM	\$46.22	Bread of Life	
16	12-132-02	51-012-119-00	909 N IONIA	SMITH, TIMMY	\$231.37	Ace Investment	
17	12-152-01	51-012-142-00	105 E NORTH	GODDARD, BRYAN	\$241.74	MICHIGAN STATE HOUSING AUTH	
18	12-155-00	51-012-128-00	922 N SUPERIOR # 2	RAUSCH, JAMES	\$40.00	AURTHUR & JENNIFER HALL	
19	12-184-01	51-012-106-00	705 N IONIA	COUSINS, HARRY	\$176.00	ROBERT ROBBINS	
20	12-186-03	51-012-104-00	709 N IONIA	BUTLER, AMY	\$119.40	AMY & JOSEPH BUTLER	
21	12-186-04	51-012-104-00	709 N IONIA	MARGRAVES, JASON	\$339.59	AMY & JOSEPH BUTLER	
22	13-010-04	51-000-253-00	410 E MULBERRY	SCOTT, ERIN	\$174.31	DAVID WIXSON	
23	13-022-00	51-005-021-00	309 BIDWELL	VERBARG, CAROL	\$113.32	DORIS GILLAM	
24	13-034-05	51-005-046-00	607 BIDWELL	GREENMAN, WESLEY	\$176.00	GREENMAN, WESLEY	
25	13-038-02	51-005-040-00	604 BIDWELL	ERWIN, TERRON	\$116.28	ERWIN, TERRON	
26	13-038-03	51-005-040-00	604 BIDWELL	FUNDERBURG, KARIE	\$305.64	ERWIN, TERRON	
27	13-048-07	51-002-508-00	315 BURR OAK	PEREZ, NICHOLAS	\$154.72	Ace Investment	
28	13-084-05	51-008-210-00	501 FITCH	THOMAS, ADDIE	\$6.84	TRINE BROS	
29	13-090-01	51-008-216-00	609 FITCH	WARNER, MARK	\$176.00	MORTGAGE CENTER LC	
30	13-094-01	51-008-234-00	811 BARNES	CLARK, SARAH	\$172.05	GENA SLOAN PR	
31	13-122-06	51-003-218-00	401 N MINGO	ELLIS, AMY	\$55.34	CARA OORBECK	
32	13-122-07	51-003-218-00	401 N MINGO	ELLINGER, CHRISTOPHER	\$313.84	CARA OORBECK	
33	13-122-08	51-003-218-00	401 N MINGO	WATKINS, DASHA	\$101.48	CARA OORBECK	
34	13-153-01	51-003-352-01	519 N MINGO	BOYD, ROGER	\$411.23	BOYD, ROGER	
35	13-186-14	51-003-330-00	511 LOMBARD	SHERMAN, JENNA	\$64.02	DANA LYNN BARTELL	
36	13-191-04	51-003-307-00	1302 BARNES	ROOF, JAMES	\$145.57	WR ASSET TRUST	
37	13-191-05	51-003-307-00	1302 BARNES	WR ASSET TRUST	\$117.50	WR ASSET TRUST	

DELINQUENT UTILITY BILLING CHARGES  
TO BE ADDED TO THE 2016 SUMMER TAX BILLS

	Acct	Parcel	Address	Utility Customer	Amount	Property Owner	Comments
38	14-001-06	51-002-526-00	805 BURR OAK	SWITZER, RACHAEL	\$70.68	JOHNNIE & BETTY PRICE	
39	14-005-02	51-001-985-00	817 BURR OAK	ELDRED, RUSSELL	\$74.02	NANCY HALL	
40	14-012-04	51-001-993-00	905 BURR OAK	GLASPER, CIARA	\$38.82	CAROLYN AMOS	
41	14-075-01	51-011-051-00	905 SHERIDAN CT	BISHOP, MARIAN	\$32.66	BISHOP, MARIAN	
42	14-102-01	51-011-021-00	1011 N MINGO	LUCIO, PATTY	\$132.94	LUCIO, PATTY	
43	14-106-03	51-011-017-02	1019 N MINGO	TROTT & TROTT	\$196.00	TROTT & TROTT	
44	14-113-03	51-011-233-00	903 E BROADWELL	LEUNG-LO-HING, GORDON	\$15.78	LAND O PROPERTIES	
45	14-171-04	51-006-257-00	820 HALL	TORREY, TIM	\$29.63	TORREY, TIM	
46	14-216-04	51-011-100-00	615 E NORTH	SMITH, JOSHUA	\$86.26	TRINE BROS	
47	14-224-01	51-006-239-00	610 E NORTH	SAMPSON, MICHAEL	\$141.96	BONNIE PORTER	
48	14-255-09	51-006-211-00	504 MAPLE RIDGE	NOPPE, KARILYNN	\$34.44	ERIN WALLACE	
49	14-265-06	51-008-013-00	902 MAPLE	AUSTIN, TENISHA	\$37.27	AUSTIN, TENISHA	
50	14-296-00	51-001-959-00	1017 MAPLE	CRUMBSY, LYLE	\$132.00	GARTH WILLOUGHBY	
51	14-309-05	51-009-773-00	817 MAPLE	FYFFE, KATHY	\$171.64	FYFFE, KATHY	
52	14-309-06	51-009-773-00	817 MAPLE	FYFFE, KATHY	\$5.56	FYFFE, KATHY	
53	14-318-10	51-009-762-00	419 DIVISION	WEAVER, RYAN	\$205.86	CARA OORBECK	
54	15-009-09	51-009-782-00	707 PROSPECT	TERRELL, ELAINE	\$53.34	DARLENE WILLIAMS	
55	15-010-01	51-009-783-00	709 PROSPECT	BYRD, JOHN H	\$31.78	JEAN DIANE BYRD	
56	15-015-02	51-009-735-00	807 PROSPECT	WILSON, SHARONDA	\$173.78	WILSON, SHARONDA	
57	15-041-06	51-012-511-00	303 E NORTH	GEORGE, BRIAN	\$112.04	JUSTIN EAGEN	
58	15-047-01	51-009-701-00	921 N BERRIEN	AVANT, MITCHELL	\$243.85	AVANT, MITCHELL	
59	15-058-05	51-009-684-00	801 N BERRIEN	WIXSON, JOSHUA	\$90.92	DAVID WIXSON	
60	15-095-02	51-014-036-00	101 BOOTH DR	WALES, MATTHEW	\$139.64	JAMES ENGLAND	
61	15-156-12	51-014-070-00	306 E BROADWELL	PATRICK, DAVID	\$37.12	DAVID & DONNA DITTUS	
62	15-181-05	51-014-143-00	1112 TERPENNING	MILLER, TARA	\$176.00	PARMETHA WILLIAMS	
63	15-182-01	51-014-142-00	1114 TERPENNING	NEWSOME, MARCELLA OR MILFORD	\$28.00	DANNY OWENS	
64	15-185-11	51-014-132-00	1111 TERPENNING	MULLINS, BARBARA	\$271.39	DAVID & DONNA DITTUS	
65	15-216-01	51-014-120-00	101 FORD RD	SMITH, DANYLE	\$82.24	GENEVA CONEY	
66	15-224-01	51-014-126-00	204 WATSON	HALL, BRADFORD	\$61.36	BRADFORD HALL	
67	15-224-02	51-014-126-00	204 WATSON	JONES, JOSHUA	\$62.18	BRADFORD HALL	
68	15-224-03	51-014-126-00	204 WATSON	HALL, BRADFORD	\$23.58	BRADFORD HALL	
69	15-267-05	51-016-049-00	705 HUNTINGTON BLVD	STEPHENSON, KRISTEN	\$17.12	GERALD & JILL CONLEY	
70	21-032-00	51-001-331-00	601 S SUPERIOR	FAITH COMM BAPTIST CHURCH	\$16.88	REDEEMED CHRISTIAN CENTER	
71	21-086-05	51-001-373-00	214 E WALNUT	FLORA, ANNIE	\$85.36	FLORA, ANNIE	
72	21-089-05	51-001-337-00	310 S IONIA	CARTER, IVAN	\$176.00	CARTER, IVAN	
73	21-092-06	51-001-334-00	112 E ELM	WOOD, JOANNA	\$20.00	MICHAEL TRINE	
74	21-109-04	51-001-090-00	414 S SUPERIOR	SNAP HAPPY PHOTOGRAPHY	\$149.63	MARIANNE TEEL	

DELINQUENT UTILITY BILLING CHARGES  
TO BE ADDED TO THE 2016 SUMMER TAX BILLS

	Acct	Parcel	Address	Utility Customer	Amount	Property Owner	Comments
75	21-117-02	51-001-316-00	608 S SUPERIOR	COLLINS, AMANDA	\$350.68	EDDIE LAYNE	
76	21-127-03	51-006-534-00	906 S SUPERIOR	SMITH, HAYDEN	\$25.12	KENT MCGUIGAN	
77	21-151-02	51-006-599-00	503 IRWIN AVE	HELMBRECK, JOHN	\$20.90	HELMBRECK, JOHN	
78	21-195-02	51-008-640-00	610 IRWIN AVE	MILLER, RYAN	\$87.78	MILLER, RYAN	
79	21-206-02	51-008-624-00	609 ORCHARD DR	HALL, BRADFORD	\$39.56	BRADFORD HALL	
80	21-206-03	51-008-624-00	609 ORCHARD DR	WILSON, DON	\$54.52	BRADFORD HALL	
81	21-232-02	51-008-615-00	608 ORCHARD DR	CONLEY, REGINA	\$110.63	IMMEDIATE MORTGAGE SOLUTIONS	
82	21-236-04	51-008-619-00	600 ORCHARD DR	SMITH, EDSHUNA	\$89.14	LOWE, ELMER	
83	21-236-05	51-008-619-00	600 ORCHARD DR	LOWE, ELMER	\$6.90	LOWE, ELMER	
84	21-257-04	51-012-223-00	604 SYCAMORE	PEREZ, WANDA	\$176.00	HENRY WILLIAMS	
85	22-073-07	51-006-748-00	1204 ADAMS	AMMON, AMBERLY	\$77.80	DEB FUNK	
86	22-074-03	51-007-440-00	1206 ADAMS	WALL, DONNA & JAMES	\$16.00	WALL, DONNA & JAMES	
87	22-090-14	51-007-412-00	1220 HIGHLAND	SLONE, SCOTT	\$62.86	CAROLYN MURPHY	
88	22-101-04	51-007-404-00	411 LINCOLN	DEJESUS, NAQUIRA	\$55.78	LAND O PROPERTIES	
89	22-124-15	51-006-735-00	1218 S EATON	BRANHAM, BRENDA	\$176.00	JULIE SALYER	
90	22-148-03	51-001-071-00	214 W ASH	GALAXY PROPERTIES	\$80.44	REBECA HAMILTON	
91	22-165-02	51-012-922-00	514 S EATON	SMITH, AARON	\$176.00	SMITH, AARON	
92	22-177-00	51-001-571-00	806 S EATON	HARRIS, CHARLES	\$155.37	HARRIS, CHARLES	
93	22-196-01	51-006-929-00	409 MECHANIC	BANK OWNED OR CURRENT RESIDENT	\$101.26	DAWN COLON	
94	22-208-12	51-006-909-00	408 MECHANIC	CRACRAFT, JESSICA	\$64.44	GALAXY PROPERTIES	
95	22-208-14	51-006-909-00	408 MECHANIC	GALAXY PROPERTIES	\$3.56	GALAXY PROPERTIES	
96	22-209-10	51-006-908-00	406 MECHANIC	GAMBLE, SIERRA	\$93.82	TRINE BROS	
97	23-016-14	51-001-419-00	104 W OAK	BURKE, ANGLIA	\$355.52	ELVARNE SHOWERS	
98	23-024-04	51-001-431-00	211 W WALNUT	LOPEZ, PATRICK	\$173.51	LEWIS CARDENAS	
99	23-028-09	51-001-296-00	204 W WALNUT	FLATH, ARICA	\$148.83	ROLAINE CARRIER	
100	23-039-07	51-001-323-00	111 W ELM	NEWNUM, JESSICA	\$104.63	CAROL VOGEL	
101	23-041-10	51-001-320-00	107 W ELM	PACE, MALINDA SUE	\$31.12	MARYBETH TIEMAN	
102	23-042-04	51-001-319-00	103 W ELM	MARCEL, ROY	\$171.56	PF1 LLC	
103	23-084-02	51-012-953-00	411 W ERIE	YOUNG, ROGER	\$98.48	STEVEN LUCE	
104	23-085-02	51-012-954-00	413 W ERIE	JOHNSON, GLEN	\$96.66	JOHNSON, GLEN	
105	23-091-11	51-001-608-00	519 W ERIE	SHOWERS, ALICIA	\$177.22	CMS HOMESOLUTIONS	
106	23-130-10	51-000-902-00	208 S BERRIEN	PANN, SAMANTHA	\$115.07	MELVIN HARRIS	
107	23-134-16	51-000-932-00	401 E PORTER	BERRY, STEFANIE	\$448.33	KAY WENGER	
108	23-134-17	51-000-932-00	401 E PORTER	WENGER, KAY	\$240.87	KAY WENGER	
109	23-151-05	51-013-452-00	305 S MINGO	COLCHESTER PROPERTIES	\$18.00	Colchester Properties	
110	23-174-13	51-013-670-00	1226 JACKSON	CLINE, JUSTIN	\$223.31	RICKY NICHOLS	
111	24-044-06	51-002-069-00	420 LINDEN AVE	LEWIS, ROBERT	\$19.56	LEWIS, ROBERT	

DELINQUENT UTILITY BILLING CHARGES  
TO BE ADDED TO THE 2016 SUMMER TAX BILLS

	Acct	Parcel	Address	Utility Customer	Amount	Property Owner	Comments
112	24-115-02	51-004-436-00	422 BROCKWAY PLACE	FNMA	\$7.56	JEFFERY MASTERNAK	
113	24-206-07	51-002-065-00	410 LINDEN AVE	CR PROPERTIES 2015 LLC	\$23.06	PILGRIM HOMES	
114	25-024-00	51-007-621-00	1007 LOCUST LN	FERGUSON, RODNEY	\$97.87	EDWARD CHELADYN	
115	31-005-00	51-000-361-00	219 W MULBERRY	WHITE, MARY	\$90.88	BETTY MCMICKENS	
116	31-005-01	51-000-361-00	219 W MULBERRY	STOKES, LESLIE	\$39.12	BETTY MCMICKENS	
117	31-007-08	51-000-161-00	218 W MULBERRY	AMOS, CAROLYN OR ALBERT	\$37.78	CAROLYN AMOS	
118	31-014-02	51-000-150-00	219 W CHESTNUT	MOYE, CALVIN, SR	\$3,325.50	MOYE, CALVIN, SR	DUPLEX
119	31-016-13	51-000-141-00	216 W CHESTNUT	HARDY, REBECCA	\$104.26	ALI ALHALMI	
120	31-021-04	51-012-007-00	713 N CLINTON	CAMPBELL, KELLY	\$192.25	CAMPBELL, KELLY	
121	31-025-07	51-012-043-00	811 N CLINTON	GIBBS, KENDRA	\$72.66	GIBBS, KENDRA	
122	31-038-11	51-012-029-02	221 W NORTH / 926 N EAT	HOTCHKISS, CHRISTINE	\$232.28	EDWARD HOTCHKISS	
123	31-040-00	51-012-027-00	922 N EATON	MILLER, BARBARA & MICKEY	\$73.12	MARCUS HARVEY	
124	31-058-00	51-000-150-00	512 N EATON	MOYE, CALVIN	\$1,624.88	MOYE, CALVIN, SR	DUPLEX
125	31-061-04	51-001-860-00	507 N EATON	GONZALES, RITA	\$122.76	CAROLYN AMOS	
126	31-072-01	51-005-711-00	807 N EATON	ANDERSON, JULIA	\$73.82	CASE HOLDINGS LLC	
127	31-073-04	51-005-712-00	813 N EATON	ENGLAND, JAMES	\$65.80	JAMES ENGLAND	
128	31-074-07	51-005-713-00	819 N EATON	SCOTT, VICKIE	\$36.22	CLIFFTON SHAY JR	
129	31-074-08	51-005-713-00	819 N EATON	SCOTT, RAYMOND	\$81.84	CLIFFTON SHAY JR	
130	31-079-09	51-005-719-00	314 ARTHUR	CORNISH, TROY OR SARA	\$194.24	CORNISH, TROY OR SARA	
131	31-091-05	51-005-731-00	319 HARTWELL	INFINITY 1 PROPERTIES LLC	\$28.44	INFINITY 1 PROPERTIES LLC	
132	31-099-01	51-005-739-00	322 HARTWELL	ETCHISON, CINDY	\$103.60	ETCHISON, CINDY	
133	31-099-02	51-005-739-00	322 HARTWELL	BANK OWNED OR CURRENT RESIDENT	\$130.62	ETCHISON, CINDY	
134	31-106-03	51-012-157-00	1102 N EATON	TYSON, RONNIE	\$1,229.10	TYSON, RONNIE	
135	31-143-13	51-005-775-00	327 W BROADWELL	RUSIECKI, JOSHUA	\$75.60	FARRELL MARTIN	
136	31-144-09	51-005-776-00	1216 SECOND	CAUDILL, SHEENA AND JESSE	\$27.56	JAMES ENGLAND	
137	31-144-10	51-005-776-00	1216 SECOND	ENGLAND, JAMES	\$84.08	JAMES ENGLAND	
138	31-154-08	51-005-767-00	402 WILD	ENGLAND, JAMES	\$66.88	LARRY KENDALL	
139	31-176-07	51-006-429-00	809 CARSON	TOON, BRYAN	\$78.46	KC AUTO RESOURCE	
140	31-185-01	51-011-630-00	1005 CHAUNCEY	QUARLES, TRENT	\$122.72	JAIMEE KOWALK	
141	31-195-01	51-005-801-00	1201 CHAUNCEY	GOWDY, LISA	\$176.00	BENJAMIN DIXSON	
142	31-197-00	51-005-796-00	1210 THIRD	ROBINSON, OSCAR	\$176.00	ROBINSON, OSCAR	
143	31-200-04	51-005-795-00	1214 THIRD	HOLMES, ARTIS	\$100.29	GALAXY PROPERTIES	
144	31-202-01	51-005-713-01	303 ARTHUR	GANT, TRACY	\$176.00	GANT, TRACY	
145	32-007-09	51-000-830-00	105 S EATON	CAMPBELL, CHARLES	\$243.80	CAMPBELL, CHARLES	
146	32-007-11	51-000-830-00	105 S EATON	JACKSON, BRIANNA	\$104.26	CAMPBELL, CHARLES	
147	32-019-03	51-013-081-00	501 W CASS	BLESSING, HEATHER	\$7.56	JENNIFER HELTON	
148	32-028-06	51-015-082-01	611 W CASS	HARBOR ONE	\$78.70	LEONARD RAMON	

DELINQUENT UTILITY BILLING CHARGES  
TO BE ADDED TO THE 2016 SUMMER TAX BILLS

	Acct	Parcel	Address	Utility Customer	Amount	Property Owner	Comments
149	32-037-05	51-004-823-00	220 S GALE	ROWE, JAMIE	\$70.02	JAMES ENGLAND	
150	32-040-05	51-012-392-00	804 W ERIE	IVY, LISA	\$129.16	PAUL MEZA	
151	32-048-00	51-001-593-00	922 W ERIE	GRAHAM II, JAMES	\$176.00	HUD	
152	32-051-03	51-001-597-00	1000 W ERIE	MAGNAM HEALTH & REHAB OF ALBIO	\$6,413.58	MI ALBION HOLDINGS LLC	
153	32-074-11	51-012-975-00	408 W CENTER	SMITH, MARY & RUBIN	\$42.42	SMITH, MARY & RUBIN	
154	32-076-01	51-012-964-00	318 W CENTER	PLACE, WILLIAM	\$147.62	CAROLYN MURPHY	
155	32-090-02	51-015-047-00	518 W CASS	TATE, CONEY JUANITA	\$176.00	TATE, CONEY JUANITA	
156	32-140-04	51-001-706-00	407 AUSTIN AVE	WALKER, TINA	\$176.00	WALKER, TINA	
157	32-154-05	51-010-558-00	912 JEFFERSON	LANE, TANEKA	\$33.12	ESSIE CURTIS	
158	32-154-06	51-010-558-00	912 JEFFERSON	WEST, MELINDA	\$129.02	ESSIE CURTIS	
159	32-158-02	51-009-008-00	1206 MALLORY	ESTELLE, KIMBRE	\$58.90	ESTELLE, KIMBRE	
160	32-178-05	51-001-738-01	930 AUSTIN AVE	KULIKOWSKI, JENNIFER	\$50.95	RODNEY ROBBE	
161	32-179-01	51-001-739-01	934 AUSTIN AVE	CORNELL, DONALD	\$176.00	CORNELL, DONALD	
162	32-187-01	51-009-324-00	1110 AUSTIN AVE	COMPTON, JASON	\$16.88	LEVERN COBLENTZ	
163	32-193-00	51-009-322-01	1100 AUSTIN AVE	UNITED PIPE SUPPLY	\$176.00	DOUGLAS BEILFUSS	
164	32-215-15	51-001-787-00	706 N ALBION	GIBSON, GRACE	\$280.00	ALI ALHALMI	
165	32-221-18	51-011-640-00	722 N ALBION	BRADFORD, LIONEL & REATHER	\$16.88	BRADFORD, LIONEL & REATHER	
166	32-231-00	51-010-534-00	1011 N ALBION	CURTIS, ESSIE	\$1,054.61	ESSIE CURTIS	
167	32-254-02	51-010-530-00	1019 N ALBION	CURTIS, ESSIE	\$176.75	ESSIE CURTIS	
168	32-267-03	51-010-511-00	816 N ALBION	HUDSON, MARIE	\$65.14	LOVELACE, LINDA	
169	32-267-04	51-010-511-00	816 N ALBION	LOVELACE, LINDA	\$264.50	LOVELACE, LINDA	
170	33-006-04	51-000-807-00	108 S SUPERIOR	SWAG TATTOO	\$32.00	BISHOP AQUISTIONS	
171	33-042-00	51-013-054-00	410 W ERIE	BARR, DENNIS	\$176.00	BARR, DENNIS	
172	33-063-00	51-015-098-00	218 S DALRYMPLE	ANGLIN, WILLIAM	\$74.46	ANGLIN, WILLIAM	
173	33-068-02	51-015-117-00	219 S DALRYMPLE	EDMISTON, VERA A.	\$40.00	EDMISTON, VERA A.	
174	33-074-01	51-015-111-00	515 W CENTER	MURPHY, HELEN	\$176.00	MURPHY, HELEN	
175	33-097-10	51-013-014-00	311 W CENTER	BRADSHAW, VALERIE	\$176.00	BRADSHAW, VALERIE	
176	33-098-06	51-013-013-00	309 W CENTER	GLASPER, BETTY	\$176.00	BETTY WILLIAMS	
177	33-099-11	51-013-012-00	208 S EATON	CANNIFF, TIM	\$28.22	RUSSELL HULL	
178	33-099-12	51-013-012-00	208 S EATON	E & N COMPANY LLC	\$15.38	RUSSELL HULL	
179	33-104-08	51-000-862-00	215 W CENTER	STEPHENS, JOSHUA	\$407.35	MATHUE LYONS	
180	33-164-00	51-012-048-00	115 AUSTIN AVE	MILLER, CARRIE	\$36.88	DAVID WHEAT II	
181	33-167-00	51-012-052-00	118 AUSTIN AVE	GRIFFIN, GEORGE	\$176.00	GRIFFIN, GEORGE	
182	33-178-00	51-012-079-00	901 N SUPERIOR	BAKER, ONA	\$33.78	HEATHER AND JEFF MICK	
183	33-200-03	51-012-030-00	205 W NORTH	TIME IS RIGHT TRUST	\$108.04	TIME IS RIGHT TRUST	
184	34-006-00	51-012-064-00	902 N CLINTON	WILLIS, LEE	\$91.34	DAVID CRANDALL	
185	34-022-03	51-012-010-00	205 AUSTIN AVE	HAYWOOD, DAVID	\$66.02	HARRY COUSINS	

DELINQUENT UTILITY BILLING CHARGES  
TO BE ADDED TO THE 2016 SUMMER TAX BILLS

	Acct	Parcel	Address	Utility Customer	Amount	Property Owner	Comments
186	34-036-05	51-000-580-04	200 N CLINTON	DOUBLE VISION	\$410.00	DOUBLE VISION	
187	34-041-00	51-001-828-00	314 W CHESTNUT	BURNEY, MARY	\$176.00	BURNEY, MARY	
188	34-052-10	51-001-757-00	626 N ANN	BRADFORD, REBECCA	\$10.00	CLIFFTON SHAY SR.	
189	34-059-07	51-001-776-00	701 N ANN	GOBLE, BRITAIN	\$25.17	BEVERLY ROBINSON ESTATE	
190	34-080-02	51-004-024-03	612 W CHESTNUT	SNYDER, GREGORY	\$72.88	DARRELL MANN	
191	34-087-03	51-001-817-00	511 W CHESTNUT	ALHALMI, ALI ABUDULLAH	\$47.56	ALI ALHALMI	
192	34-099-01	51-001-798-00	307 W CHESTNUT	CITIZENS MORTGAGE	\$18.66	WALTER GRIGGS	
193	34-099-02	51-001-798-00	307 W CHESTNUT	WINCH, MATTHEW	\$3.12	WALTER GRIGGS	
194	34-121-01	51-002-044-00	1407 N EATON	SMITH, TEMOREY	\$41.01	MDC OF ALBION LLC	
195	34-158-04	51-007-717-00	1309 COOPER	COOK, MARYL	\$38.66	JAMES SHORT JR.	
196	34-161-04	51-007-720-00	1403 COOPER	HOPSON, ROBERT	\$19.36	HOPSON, ROBERT	
197	34-197-05	51-007-764-00	704 COOPER CT	BROWN, GLORIA	\$34.10	TODD CLARK	
198	34-198-02	51-007-729-00	707 COOPER CT	GAMBLE, DORTHY	\$188.00	GAMBLE, DORTHY	
199	34-199-07	51-007-728-00	705 COOPER CT	GAMBLE, DORTHY	\$30.00	GAMBLE, DORTHY	
				<b>Total</b>	<b>\$35,041.23</b>		

**DELINQUENT ABATEMENT CHARGES  
TO BE ADDED TO THE 2016 SUMMER TAX BILLS**

	Acct #	PARCEL #	Address	Customer	AMOUNT	CURRENT PROPERTY Owner	comments
1	12736	51-001-597-00	1000 W ERIE	MI ALBION HOLDINGS INC	\$1,300.00	MI ALBION HOLDINGS INC	
2	12673-1	51-011-017-02	1019 N MINGO	FANNIE MAE	\$1,977.26	FANNIE MAE	
3	12746	51-012-142-00	105 E NORTH	MICHIGAN STATE HOUSING DEV. AU	\$450.63	MICHIGAN STATE HOUSING DEV. AUTH	
4	12755	51-009-322-01	1100 AUSTIN	BEILFUSS, DOUGLAS C	\$360.57	BEILFUSS, DOUGLAS C	
5	12729	51-005-801-00	1201 CHAUNCEY	BRANNON, TRENA	\$1,164.25	BENJAMIN DIXSON	
6	12730	51-014-020-00	1208 N EATON	HUANG XIU FENG, ZHU	\$378.20	HUANG XIU FENG, ZHU	
7	12633	51-005-796-00	1210 THIRD	ROBINSON ESTATE, OSCAR	\$360.57	ROBINSON ESTATE, OSCAR	
8	12741	51-003-307-00	1302 BARNES	WR ASSET TRUST	\$739.56	WR ASSET TRUST	
9	12742	51-007-760-00	1507 COOPER	SIMMONS, JOHN OR VENETTA	\$420.38	SIMMONS, JOHN OR VENETTA	
10	12731	51-012-029-01	204 W NORTH	SEGAL, NIR	\$188.00	JOHN WILLIAMS	
11	12744	51-012-029-01	207 W NORTH	SEGAL, NIR	\$340.63	SEGAL, NIR	
12	00295-1	51-000-002-00	218 W PINE	CLOKE, REBECCA	\$190.20	CLOKE, REBECCA	
13	12718	51-001-337-00	310 S IONIA	CARTER, IVAN H JR.	\$420.38	CARTER, IVAN H JR.	
14	12738	51-006-627-00	316 IRWIN	MATHIE, ZACHARY	\$190.20	MATHIE, ZACHARY	
15	12749	51-005-739-01	322 HARTWELL	CLARK, CHARLES OR DOROTHY	\$450.63	CINDY ETCHISON	
16	12732	51-005-709-00	406 AUSTIN	SHAY SR, CLIFTON	\$281.13	SHAY SR, CLIFTON	
17	12743	51-001-706-00	407 AUSTIN	WALKER, MARIE TINA	\$684.97	WALKER, MARIE TINA	
18	12753	51-006-929-00	409 MECHANIC	COLON, DAWN	\$190.20	COLON, DAWN	
19	12735	51-013-054-00	410 W ERIE	BARR, DENNIS & ROBERTA	\$440.32	BARR, DENNIS & ROBERTA	
20	12750	51-006-930-00	411 MECHANIC	WRIGHT, PHILIP OR NICOLA	\$460.25	WRIGHT, PHILIP OR NICOLA	
21	12756	51-004-402-00	412 ELIZABETH	BOBZIEN, TERRY AND LORETTA	\$190.20	BOBZIEN, TERRY AND LORETTA	
22	12759	51-001-707-00	501 AUSTIN	SHIFT GROUP LLC	\$190.20	SHIFT GROUP LLC	
23	12498	51-008-216-00	609 FITCH	WARNER, MARK A.	\$380.50	MORTGAGE CENTER LC	
24	195	51-012-008-00	717 N CLINTON	BURNEY, CHARLIE	\$572.90	BURNEY, CHARLIE	
25	12747	51-001-593-00	922 W ERIE	OCWEN LOAN SERVICING LLC	\$460.94	HUD	
26	12758	51-001-920-00	99 S MONROE	ESTATE OF MADALON DUCKER	\$190.20	ESTATE OF MADALON DUCKER	
			<b>TOTAL ABATEMENT CHARGES TO BE TRANSFERRED</b>		<b>\$12,973.27</b>		

## EASEMENT FOR ELECTRIC FACILITIES

SAP#25337589  
Rice Creek-Calhoun  
Agreement #MI0000002\_\_\_\_\_

ALBION BUILDING AUTHORITY, a Michigan municipal corporation, also known as Albion Building Authority, a Michigan non-profit municipal building authority, 112 West Cass Street, Albion, Michigan 49224 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [*exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)*] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Albion, County of Calhoun, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, on, or within 20 feet on each side of the centerline of the Easement Area, whether temporary or permanent, natural or man-made, without the express authorization of Consumers, which may be

withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: \_\_\_\_\_ Owner: City of Albion, a Michigan municipal corporation

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

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

Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, Michigan,  
on \_\_\_\_\_ by \_\_\_\_\_, Mayor,  
and \_\_\_\_\_ Clerk, of the City of Albion, a Michigan municipal  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

Prepared By: Tracy VanWoert, 4-15-2016  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201  
Modified by: Wm. C. Carlson 6/2/2016

After recording, return to:  
Carrie Main, EP7-471  
Business Services  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land in the City of Albion, County of Calhoun, State of Michigan, described as:

**THE NORTHERLY 82.5 FEET OF BLOCK NO. 23 OF THE ORIGINAL PLAT OF ALBION, EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND AT THE NORTHWEST CORNER OF SAID BLOCK, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE EAST LINE OF CLINTON STREET WITH THE SOUTH LINE OF VINE STREET; THENCE EAST ON THE SOUTH LINE OF VINE STREET 142.7 FEET TO A POINT; THENCE SOUTHWESTERLY 144.2 FEET TO A POINT ON THE EAST LINE OF CLINTON STREET; THENCE NORTH ON THE EAST LINE OF CLINTON STREET 21.2 FEET TO THE POINT OF BEGINNING.**

Being part of the Southwest 1/4 of Section 35, T2S, R4W.

Parcel #51-000-382-00

EXHIBIT B

Easement Area

An 80 foot-wide strip of land, being 40 feet on each side of the centerline of the line constructed on Owner's Land, the centerline of said electric facilities is to be located along a centerline described as:

Beginning at a point not more than 200 feet nor less than 170 feet North of the South line of Section 35, T2S, R4W, City of Albion, Calhoun County, at a point not more than 250 feet nor less than 230 feet East of the West line of Section 35; thence Easterly to a point not more than 185 feet nor less than 165 feet North of the South line of Section 35 at a point not more than 49.5 feet East of the centerline of North Superior Street.

## WRITTEN STATEMENT AND SUMMARY

File # \_\_\_\_\_ W.O.# \_\_\_\_\_

Project Calhoun-Rice Creek

Report Date \_\_\_\_\_

Parcel # \_\_\_\_\_

OWNERS: Albion Building Authority PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TAX DESCRIPTION (City or Twp) of \_\_\_\_\_ (County Name) \_\_\_\_\_

IMPROVEMENTS: APPROXIMATE VALUE

- House \_\_\_\_\_
- Buildings \_\_\_\_\_
- Other \_\_\_\_\_
- Vacant Land Only \_\_\_\_\_

**NOTES:**

No existing buildings. Clearcut area over treed area valued at 50% (No planted trees in this area) Clearcut over parking lot values at 25%. The \$13,854/acre and \$91,854/acre were provided by the City Assessor, portions of which are environmentally contaminated.

NET True Cash Value- \_\_\_\_\_ X \_\_\_\_\_ 0 Acres = \_\_\_\_\_ Per Acre (TCV)  
(2 X SEV less improvements)

<u>(TCV)</u>	<u>DESCRIPTION OF TAKING</u>					
No Build Area	<u>40.0 W</u>	X	<u>1060.0 L</u>	=	<u>0.97</u> Ac X	<u>\$ 13,854.00</u> (TCV) X <u>80%</u> = <u>\$10,788.06</u>
Tree Clear area	<u>40.0 W</u>	X	<u>1060.0 L</u>	=	<u>0.97</u> Ac X	<u>\$ 13,854.00</u> (TCV) X <u>50%</u> = <u>\$6,742.53</u>
Total Acres					<u>1.9</u>	*TOTAL CONSIDERATION <u>\$17,530.59</u>

<u>(TCV)</u>	<u>DESCRIPTION OF TAKING</u>					
No Build Area	<u>20.0 W</u>	X	<u>330.0 L</u>	=	<u>0.15</u> Ac X	<u>\$ 91,518.00</u> (TCV) X <u>80%</u> = <u>\$11,093.09</u>
Tree clear area	<u>20.0 W</u>	X	<u>330.0 L</u>	=	<u>0.15</u> Ac X	<u>\$ 91,518.00</u> (TCV) X <u>25%</u> = <u>\$3,466.59</u>
Total Acres					<u>0.30</u>	*TOTAL CONSIDERATION <u>\$14,559.68</u>

Prepared By \_\_\_\_\_ Field Rep. Presentation Date \_\_\_\_\_

\*Consideration does not consider any damage caused by construction.

**THIS OFFER GOOD FOR 90 DAYS FROM THIS DATE**

## EASEMENT FOR ELECTRIC FACILITIES

SAP#25337589  
Rice Creek-Calhoun  
Agreement #MIO0000020815

CITY OF ALBION, a Michigan municipal corporation, 112 West Cass Street, Albion, Michigan 49224 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Albion, County of Calhoun, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, on, or within 20 feet on each side of the centerline of the Easement Area, whether temporary or permanent, natural or man-made, without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

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

Owner: City of Albion, a Michigan municipal corporation

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

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

Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, Michigan,  
on \_\_\_\_\_ by \_\_\_\_\_, Mayor,  
and \_\_\_\_\_ Clerk, of the City of Albion, a Michigan municipal  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

Prepared By: Tracy VanWoert, 4-15-2016  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201  
Modified by: Wm. C. Carlson 6/2/2016

After recording, return to:  
Carrie Main, EP7-471  
Business Services  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land in the City of Albion, County of Calhoun, State of Michigan, described as:

**That part of the City of Albion, Calhoun County, Michigan described as: Commencing at the Southwest corner of Lot 12, Block 23 of the Original Plat of the Village (now City) of Albion; thence Northerly along the West line of said Block 65.00 feet to the place of beginning; thence continuing Northerly 1.50 feet; thence Easterly parallel with the South line of said Block 27.00 feet; thence Southeasterly 132.84 feet to a point on the South line of said Block being 142.00 feet Easterly of the Southwest corner of said Block; thence Westerly along the South line of said Block 23.20 feet to a point on the South line of said Block being 5.00 feet West of the Southeast corner of Lot 11 of said Block; thence Northwesterly 135.42 feet to a point on the West line of said Block being 65.00 feet North of the Southwest corner of said Block and also the place of beginning. Containing 1,758 square feet, more or less.**

Being part of the Southwest 1/4 of Section 35, T2S, R4W.

Parcel #51-000-380-00

EXHIBIT B

Easement Area

An 80 foot-wide strip of land, being 40 feet on each side of the centerline of the line constructed on Owner's Land, the centerline of said electric facilities is to be located along a centerline described as:

Beginning at a point not more than 200 feet nor less than 170 feet North of the South line of Section 35, T2S, R4W, City of Albion, Calhoun County, at a point not more than 250 feet nor less than 230 feet East of the West line of Section 35; thence Easterly to a point not more than 185 feet nor less than 165 feet North of the South line of Section 35 at a point not more than 49.5 feet East of the centerline of North Superior Street.

**WRITTEN STATEMENT AND SUMMARY**

File # \_\_\_\_\_ W.O.# \_\_\_\_\_

Project Calhoun- Rice Creek

Report Date \_\_\_\_\_

Parcel # \_\_\_\_\_

OWNERS: City of Albion PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TAX DESCRIPTION (City or Twp) of \_\_\_\_\_ (County Name) \_\_\_\_\_

IMPROVEMENTS: APPROXIMATE VALUE

- House \_\_\_\_\_
- Buildings \_\_\_\_\_
- Other \_\_\_\_\_
- Vacant Land Only \_\_\_\_\_

**NOTES:**

Existing buildings, one is a U. S. Post Office. Clearcut area over parking lots valued at 25% (No trees in this area) The \$91,518/acre was provided by the City Assessor.

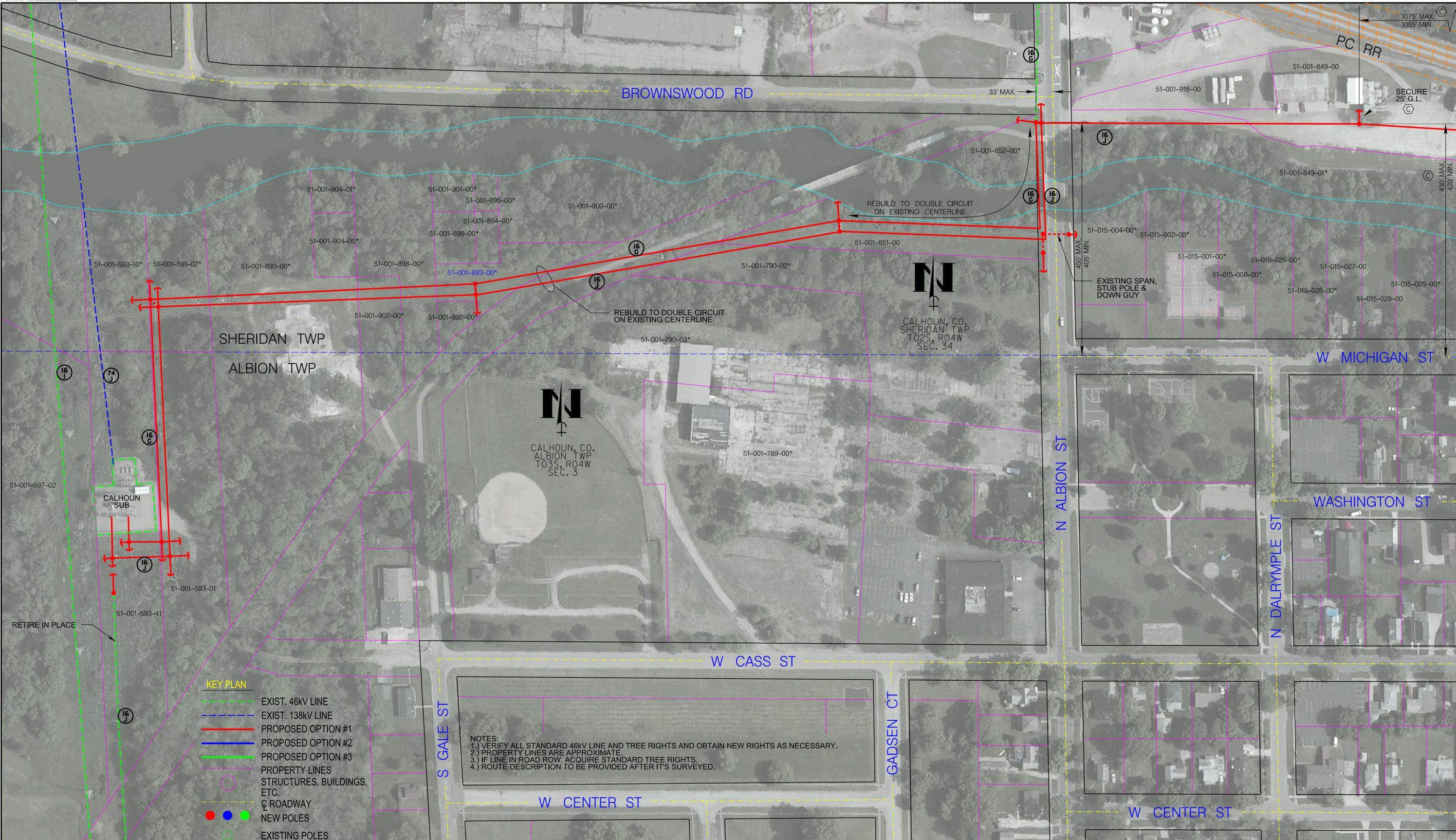
NET True Cash Value- \_\_\_\_\_ X 0 Acres = \_\_\_\_\_ Per Acre (TCV)  
(2 X SEV less improvements)

<u>(TCV)</u>	<u>DESCRIPTION OF TAKING</u>										
No Build Area	<u>20.0 W</u>	X	<u>330.0 L</u>	=	<u>0.15</u>	Ac X	<u>\$ 91,518.00</u>	(TCV) X	<u>80%</u>	=	<u>\$11,093.09</u>
Tree clear area	<u>20.0 W</u>	X	<u>330.0 L</u>	=	<u>0.15</u>	Ac X	<u>\$ 91,518.00</u>	(TCV) X	<u>25%</u>	=	<u>\$3,466.59</u>
Total Acres						<u>0.30</u>	*TOTAL CONSIDERATION		<u>\$14,559.68</u>		

Prepared By \_\_\_\_\_ Field Rep. Presentation Date \_\_\_\_\_

\*Consideration does not consider any damage caused by construction.

**THIS OFFER GOOD FOR 90 DAYS FROM THIS DATE**



**KEY PLAN**

- EXIST. 46kV LINE
- EXIST. 138kV LINE
- PROPOSED OPTION #1
- PROPOSED OPTION #2
- PROPOSED OPTION #3
- PROPERTY LINES
- STRUCTURES, BUILDINGS, ETC.
- Ⓞ ROADWAY
- ● ● NEW POLES
- EXISTING POLES

**NOTES:**  
 1.) VERIFY ALL STANDARD 46kV LINE AND TREE RIGHTS AND OBTAIN NEW RIGHTS AS NECESSARY.  
 2.) PROPERTY LINES ARE APPROXIMATE.  
 3.) IF LINE IN ROAD ROW, ACQUIRE STANDARD TREE RIGHTS.  
 4.) ROUTE DESCRIPTION TO BE PROVIDED AFTER IT'S SURVEYED.

REV	DATE	DESCRIPTION	BY	APP	DATE
C	4-13-16	REVISED MIN/MAX TO MISS SEWER LINE	BAS	WEJ	08-28-15
B	3-25-16	REVISED ROUTE TO AVOID INSTALLING POLE ON RR & CLAY CONTAMINATED SITE CAP	BAS	WEJ	08-28-15
A	02-07-15	REVISED ROUTE	JRT	WEJ	08-28-15

CK.	WEJ	08-28-15	DR.	JRT	08-28-15
DSNR.	WE JARRETT	08-28-15	DATE		
APP.	AJ SNYDER	08-28-15	DATE		
APP.	PA MULHEARN	08-28-15	DATE		
APP.	RE LOUGHLIN	08-28-15	DATE		



**SCOUT MAP**  
RICE CREEK - CALHOUN

46kV LINE 16J

SCALE: 1" = 80'-0"

FORM SCALE = 960  
PLOTING SCALE = 80

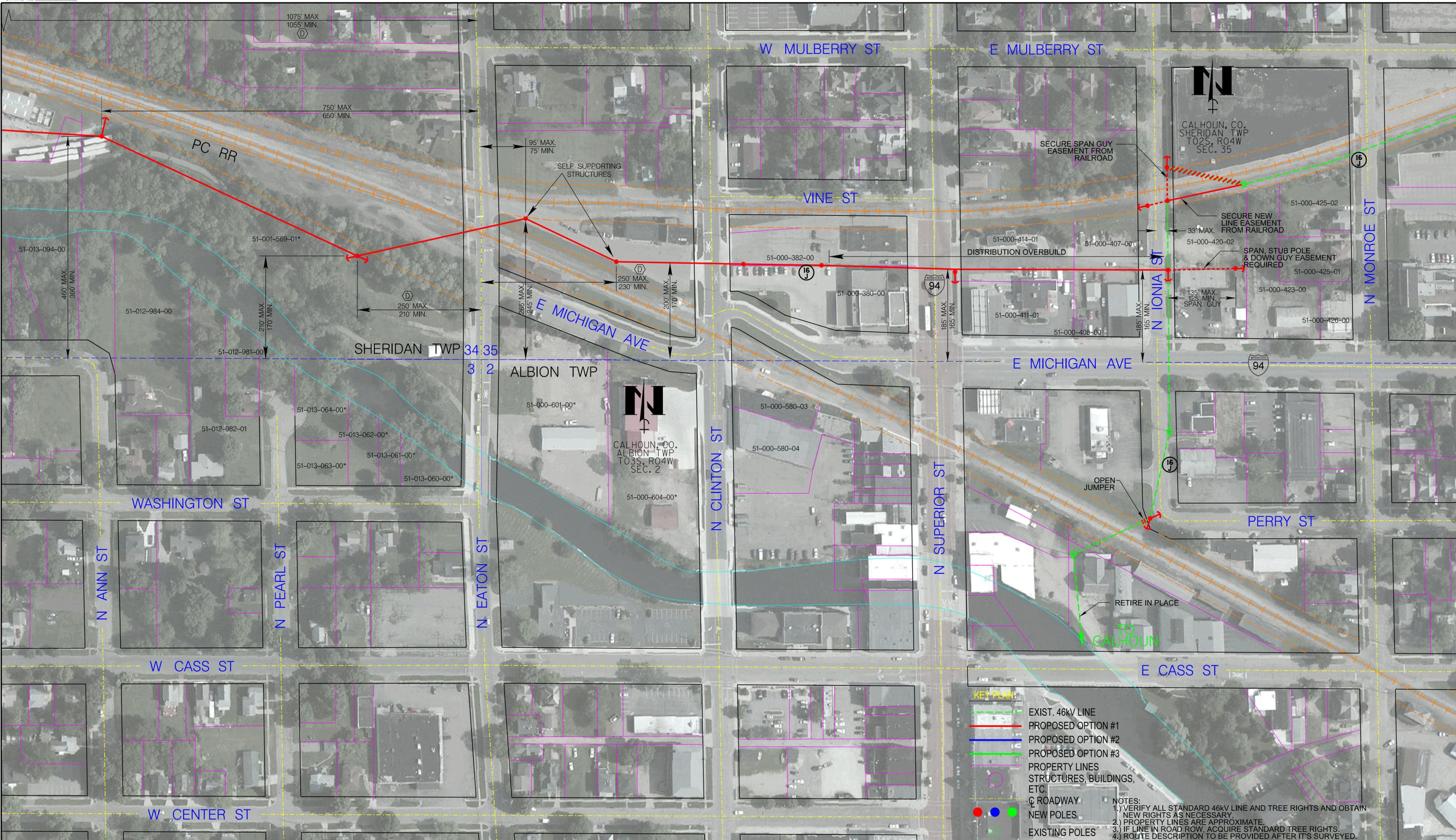
WO: 25337589 CODE: 76

DRAWING NO: T04628632-F

SHEET 1 of 2

REV. C

RS No. 59740



**KEY PLAN**

- EXIST. 46KV LINE
- PROPOSED OPTION #1
- PROPOSED OPTION #2
- PROPOSED OPTION #3
- PROPERTY LINES
- STRUCTURES, BUILDINGS, ETC.
- ⊕ ROADWAY
- NEW POLES
- EXISTING POLES

NOTES:  
 1.) VERIFY ALL STANDARD 46KV LINE AND TREE RIGHTS AND OBTAIN NEW RIGHTS AS NECESSARY.  
 2.) PROPERTY LINES ARE APPROXIMATE.  
 3.) IF LINE IN ROAD ROW, ACQUIRE STANDARD TREE RIGHTS.  
 4.) ROUTE DESCRIPTION TO BE PROVIDED AFTER IT'S SURVEYED.

REV	DATE	DESCRIPTION	BY	APP
D	04-13-16	REVISED MINMAX TO MISS SEWER LINE	BAS	WEJ
C	3-25-16	REVISED ROUTE TO AVOID INSTALLING POLE ON RR & CLAY CONTAMINATED SITE CAP	BAS	WEJ
B	02-11-16	REVISED ROUTE, COULDN'T GET STUB EASEMENT ON 51-000-580-03	BAS	WEJ
A	12-07-15	REVISED ROUTE	JRT	WEJ

DR.	DATE	DR.	DATE
DR.	08-28-15	JRT	08-28-15
CK.	08-28-15	WEJ	08-28-15
APP.	08-28-15	PA MULHEARN	08-28-15
APP.	08-28-15	RE LOUGHLIN	08-28-15



**SCOUT MAP  
RICE CREEK - CALHOUN**

46KV LINE 16J

SCALE: 1" = 80'-0"	DRAWING NO. T04628632-F	SHEET 2of2	REV. D
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CITY OF ALBION  
CODE ENFORCEMENT  
MEMORANDUM

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**To:** Jim Lenardson, Director of Public Services & Sheryl Mitchell, City Manager

**C.c.:** File

**From:** John Tracy, Director of Planning, Building, Code Enforcement

**Ref.:** 2016 Noxious Vegetation Abatement / Mowing Bids

**Date:** May 11, 2016

---

Advertisement for 2016 Mowing Bids were advertised in the Recorder and posted at City Hall.

On May 11, 2016, shortly after 10:00 A.M., Mowing Bids were opened, read and recorded. A total of two (2) contractors submitted bids by the time and date specified. Below are the names and addresses of the contractors.

- Lohrke's Mowing, 5445 Calhoun Rd., Albion, Michigan 49224
- John J. Hawkins Construction Contractor, 6645 25½ Mile Rd., Homer, Michigan 49245

**2016 mowing bids submitted:**

**Lohrke's Mowing**

**2016 Bid for small equipment:**

Walk site, remove obstacles, trim, collect and haul as needed:	\$38.00 per hr.
Remove and haul brush:	\$43.00 per hr.
Hand mowing:	\$38.00 per hr.
Riding mower:	\$43.00 per hr.
Minimum total per site:	\$86.00

***2015 Contract Comparison***

***Lohrke's Mowing***

\$36.00 per hr.	increase of \$2.00 per hr.
\$41.00 per hr.	increase of \$2.00 per hr.
\$36.00 per hr.	increase of \$2.00 per hr.
\$41.00 per hr.	increase of \$2.00 per hr.
\$82.00 min. per site,	increase of \$4.00

**John J. Hawkins Construction Contractor**

**2016 Bid for heavy equipment:**

Walk site, remove obstacles, trim, collect and haul as needed:	\$36.90 per hr.
Remove and haul brush:	\$36.90 per hr.
Heavy-duty mowing, capable of chopping 2" dia. woodstock:	\$57.50 per hr.
Minimum total per site:	\$115.00

***2015 Contract Comparison***

***John J. Hawkins Construction Cont.***

\$36.25 per hr.	increase of \$ 0.65 per hr.
\$36.25 per hr.	increase of \$ 0.65 per hr.
\$55.00 per hr.	increase of \$2.50 per hr.
\$110.00 min. per site,	increase of \$5.00

After review of bids submitted for small equipment and heavy equipment, and in review of the performance of Lohrke's Mowing and John Hawkins Construction Contractor for the past several years of having provided reliable and competent abatement of noxious vegetation, it is of my opinion to award the 2016 Mowing/Grass and Brush Abatement Contract as follows:

- Award the small equipment portion of the 2016 Mowing/Grass and Brush Abatement Contract to Lohrke's Mowing.
- Award the heavy equipment portion of the 2016 Mowing/Grass and Brush Abatement Contract to John J. Hawkins Construction Contractor.

John Tracy  
Director of Planning, Building, Code Enforcement



# City of Albion

William L. Rieger Municipal Building  
112 West Cass Street Albion, Michigan 49224  
(517) 629-5535 Fax (517) 629-2238

## 2016 Grass and Brush Abatement Bid

Under Chapter 90 of the City of Albion Code of Ordinances property owners can be made to mow grass and noxious weeds generally when they are over eight inches (8") tall. The City of Albion can order nuisances abated and the cost plus penalties levied against the property. The contractor whose bid is successful will be required to enter public and private property to perform the tasks assigned by the City Code Enforcement Officer or Official acting under the authority of the Director of Public Works/Director of Public Services.

The city reserves the right to reject any or all bids or to waive or not waive informalities or irregularities in the bids or proposals and that the city reserves the right to accept such bid or proposal as shall be determined to be in the best interest of the city, regardless of whether such bid or proposal is the low bid.

2016 Grass and Brush Bid consist of two parts. Part one, Small Equipment Bid. Part two, Heavy Equipment Bid.

Sealed bids will be received at the City Clerk's Office in the Albion City Hall, 112 West Cass Street, Albion, Michigan 49224, **until 10:00 A.M. local time, Wednesday, May 11, 2016**, for the furnishing of all labor and equipment for cutting grass and noxious weeds on private properties as required by Chapter 90 of the Code of Ordinances, City of Albion.

Only bids marked "2016 Mowing Sealed Bids" and with the vendor's name on the outside of the envelope shall be considered.

Bids must be in the actual possession of the Clerk's Office at the location indicated above, on or prior to the exact time and date indicated above. Bids received by the correct time and date shall be opened in the Mayor's Office, City Hall, 112 West Cass Street, Albion, Michigan, shortly after 10:00 A.M. local time, Wednesday, May 11, 2016, and publicly read. Late bids shall not be considered.

### References-

Contractor should provide a list of at least four clients for whom similar work has been done. (see page 8 of bid packet)

### Scope of work-

Each successful bidder after signing a contract is required to abate grass and brush problems on private properties whose owners of record have been duly notified. Contractor may also be asked to do work on public land on a case by case basis. The contractor will be contacted by the city Code Enforcement Officer or Official with a work order, address, a map if appropriate, a site visit if needed, a start date, and a deadline to complete if weather permits. Contractor shall confirm need to abate before beginning work in cases where property owners appear to have abated their own problems.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.**

## GENERAL TERMS AND CONDITIONS

1. **Materials and Workmanship:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the City.
2. **Non-Discrimination Clause:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material break of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan handicapper's Civil Rights Act" and the "Michigan Elliott Larson Civil Rights Act." The bidders further agree to require similar provisions from ant subcontractors, or suppliers.
3. **Assignment of Contract:** The contractor shall assign no right or interest in this contract in whole or in part and no delegations of any duty of Contractor shall be made without prior written permission of the City.
4. **Indemnification:** The contractor shall protect, defend, and save the City, it's officials, employees, departments and agents harmless against any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or form a part of the work covered by either order contract, and from suits or a charge of every nature and description brought against if for, or on account of, any inquired or damages received for sustained by the party or partied by or from any of the act of the contractor, their employees, or agents; from all liability claims, demands, judgments and expenses tot her persons or property occasioned, wholly, or in part, by the acts or omissions of contractor, agents of employees.
5. **Contract:** The contract shall contain the entire agreement between the city and Contractor relating to this requirement and shall prevail over any and all previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract it is understood and agreed to that the IFB in its entirety and all enclosed forms are full incorporated herein as a material and necessary part of the contract. In case of conflicts, the following order shall prevail: 1) Addendum, 2) Specifications, 3) Special Terms and Conditions, 4) General Terms and Conditions, 5) Instructions to Bidders, 6) Contract Compliance forms, 7) Insurance forms.
6. **Provisions Required by Law:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
7. **Relationship of Parties:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
8. **Rights and Remedies:** No Provision in this document or in the bidder's offer shall be constructed, expressly or by implication as a waiver by either party or any existing of future right and/or remedy available by law in the event of any claim or default or breach in contract. The failure of either part to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
9. **Advertising:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this IFB or contract without prior written consent of the City. The City shall not unreasonably withhold permission.

10. Applicable Regulations/Policies: The Revised Code of the State of Michigan, the Charter of the City of Albion, all City Ordinance, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Bidder to be familiar and comply with said regulations/policies.
11. Royalties, Patents, Notices and Fees: Contractor shall give all notices and pay all royalties and fees. S/he shall defend all suits or claims for infringement of any patent rights and shall save the City harm from loss on account thereof. He shall comply with all laws, ordinances, and codes applicable to any portion of the work.
12. Non-Collusion: By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any public officer of such City of Albion, Michigan, whereby such affidavit or affiants or either of them has paid or is to pay such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affidavit or affiants of either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whosoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

## Special Terms and Conditions

1. Term of Contract: The term of the contract shall commence upon award and shall remain in effect until December 31, 2016.
2. Time for Completion: Since timely response is of the essence the contractor is expected to perform the assigned tasks within three business days of start date listed on work order when contacted by the City Code Enforcement Officer of Official. Weather conditions may allow an extension of time as agreed in each case with Director of Public Works or with City Code Enforcement Officer.
3. Responsibilities of Contractor: Except as otherwise specifically stated in the contract documents, the contractor shall provide and pay for all materials, labor, tolls, equipment, transportation, superintendence, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the contract and to deliver service embraced in this contract, complete in every respect within the specified time.
4. Communications
  - A. All notices, demand, request, instructions, approvals, proposals, and claims must be in writing.
  - B. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the agreement (or at such other office as the contractor may from time to time designate in writing to the City of Albion), or if deposited in the United States mail in a sealed postage-paid envelope, or delivered with charges prepaid to any telegraph company from transmission, in each case addressed to such office.
  - C. All papers required to be delivered to the City of Albion shall, unless otherwise specified in writing to the contractor, be delivered to the City of Albion, and any notice to or demand upon the City of Albion shall be sufficiently given so if delivered, or if deposited in the United State mail in a sealed postage-paid envelope, or delivered with charges prepaid to any telegraph company from transmission to said City of Albion at such address or to such other representative of the City of Albion or to such other address as the City of Albion may subsequently specify in writing to the contractor for such purpose.
  - D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.
5. Conditions: All work under this contract shall be done in complete compliance with all provisions of the codes, regulations, and ordinances of the City of Albion.
6. Payment: A written work order will be delivered to the contractor for each property assigned. When work is complete that work order, along with invoice with time and cumulative charges will be turned in to Inspection Office and payment will be forwarded to the contractor by the next payment date of the billing cycle, typically ten days or less. The City will pay the contractor only for hours actually worked, which shall exclude payment for transportation of equipment and men to and from point of origin, and also excludes payment of lunch hours. The contractor's superintendent will be responsible to keep a log of hours worked for each work sight.

7. Contractor's Insurance:

- A. The contractor agrees to hold harmless and indemnify the City of Albion from all liability arising out of any tasks assigned except that due to the sole negligence of the City of Albion. Any contractor, prior to signing the contract or providing services, must provide proof of insurance to the City of Albion with the following minimum coverage:

- Workman's Compensation Insurance
  - As required by the State Act
- Personal Liability Insurance
  - \$1,000,000 per person
  - \$1,000,000 per occurrence
- Property Damage
  - \$1,000,000 per occurrence
- Automobile Insurance
  - Catastrophic coverage
  - Combined single limit of \$1,000,000

- B. The contractor shall maintain insurance's in force at all times during the term of this agreement at this agreement at this minimum amounts and types as indicated.

## Specifications

### A. City Responsibility:

1. The contractor will be contacted by the City Code Enforcement Officer or Official with a written work order, address, a map if appropriate, a site visit if needed, a start date and deadline to complete if weather permits. A City staff member or Public Safety Officer may accompany the contractor if needed to ensure safety compliance.
2. Furnish work orders to contractor and verify such orders before payment is made. Reserve for itself the right to delete from invoices those properties over which a question of proper performance by the contractor exists, until the Contract Officer whose decision shall be binding upon both parties, shall investigate and resolve such questions.

### B. Contractor's Responsibility:

1. Contractor shall confirm need to abate before beginning work in cases where property owners appear to have abated their own problem.
2. As directed, contractor shall examine site, remove obstacle such as rubbish, debris, etc.. Abate weeds, noxious vegetation, poisonous vegetation, brush and scrub trees on private properties whose owners of record have been duly notified. Contractor may also be asked to do work on public land on a case by case basis.
3. The cutting height shall not exceed four inches (4") or as short as reasonably possible.
4. As directed, separately mow and clean up developed property (around dwelling or other structure), cutting to a height not to exceed four inches (4") or as short as reasonably possible, trimming along fences, hedges, and planting to a similar height.
5. Remove and haul accumulated yard clippings, rubbish and or debris. The city may provide a location to haul brush and clippings ordered removed from abatement sites. Items ordered removed from an assigned site, which are not appropriate for such disposal shall be hauled to an approved site and the cost incurred included in the cumulative site bill.
6. Clearing may be necessary at times to clean up overgrown or hard to reach areas. This would apply to areas not accessible with a brush hop such as excessive overgrowth along fences, in ditches or brush piles in yards, etc...
7. Furnish all manpower and machinery and payments of and for same, holding the City free of liens or encumbrances upon present or future payments made by the City to the Contractor.
8. Guarantee the reimbursement, replacement, repair and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Also, to repair or replace any fences, signs, building, poles and appurtenances damage or destroyed by careless or accidental use of equipment or machinery in the performances of the contract.
9. Ensure that employees are adequately supervised at all times.
10. Contractor is required to provide equipment, license, insure, transport and maintain all equipment necessary to perform tasks. Grass, weeds and brush is expected to be thick and tall so equipment must be capable of doing the work in a reasonable amount of time and in a workmanlike manner. Supply identification serial numbers and/or other specific nomenclature.

Six categories of equipment may be required:

1. Heavy mowing machinery (e.g. brush hog).
2. Riding mower.
3. Walking mower.
4. Trimming tools.
5. Small tree and brush cutting tools.
6. Transport vehicles to haul equipment to sites, to haul off and remove obstacles, brush and clippings for disposal.

Contractor shall provide a list of equipment to be used (see page 8).

11. When work is completed, work order, along with invoice with time and cumulative charges is required to be turned into the municipal Ordinance Violations Bureau Office, 112 West Cass Street, Albion, Michigan 49224.

## List of Equipment

Type of Equipment

Manufacturer

Model/year/size

Vehicle(s)  
(Include trailers)

Heavy-Duty  
Mower/Tractor

Riding Mower(s)

Hand Mower(s)

Trimmer(s)

Power Saw(s)

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Name	References Address	Phone
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## BID SHEET ONE

### Part One – Small Equipment Bid

Category	Combined labor plus tool charges per hour	Minimum total per site
Walk site, remove obstacle, trim, collect and haul as needed	\$ _____/hour	
Remove and haul brush	\$ _____/hour	
Hand mower	\$ _____/hour	
Riding mower	\$ _____/hour	_____

Minimum per site: \$ \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

The undersigned is authorized to agree as contractor to provide the above listed services per the bid specifications.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**BID SHEET TWO**

Part Two – Heavy Equipment

Category	Combined labor plus tool charges per hour	Minimum total per site
Walk site, remove obstacle, trim, collect and haul as needed	\$ _____/hour	
Remove and haul brush	\$ _____/hour	
Heavy – Duty Mower capable of chopping 2' dia. woodstock	\$ _____/hour	_____

Minimum per site: \$ \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

The undersigned is authorized to agree as contractor to provide the above listed services per the bid specifications.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

## OFFER TO CONTRACT

To the City of Albion: We propose to furnish all labor, materials, equipment, tools, and services required to complete work in accordance with the specifications and conditions contained herein consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the City.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the AFB and any written exceptions in the offer. We understand that the item in this AFB, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
*City State Zip Code*

\_\_\_\_\_  
*Signature of Person Authorized to Sign*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Notary*

My Commission Expires: \_\_\_\_\_

**For clarification of this offer contact:**

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

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

### Acceptance of Offer

The offer is hereby accepted.

The contractor is now bound to sell the materials or services listed by the attached contract and based upon the AFB, including all terms, conditions, specifications, and amendments, etc. And the Contractor's Offer as accepted by the City.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives work order and/or notice to proceed from the City of Albion Contract Agent or Official.

**Countersigned:** \_\_\_\_\_  
*City Manager*

\_\_\_\_\_  
*Witness Signature*

**Resolution #2016-32**

**A RESOLUTION TO APPROVE PROPOSAL FOR "SMALL EQUIPMENT" NOXIOUS VEGETATION ABATEMENT AND MOWING BID AND TO APPROVE CONTRACT FOR "SMALL EQUIPMENT" NOXIOUS VEGETATION ABATEMENT AND MOWING WITH LOHRKE'S MOWING**

**Purpose and Finding:** The City of Albion has a current need for noxious vegetation abatement and mowing. Pursuant to Section 2-384, of the City of Albion Code of Ordinances, a Request for Proposals was published, seeking bidders to provide both small and heavy equipment abatement and mowing services, etc., for the City. The City, having received multiple bids from various contractors, has selected the lowest bid for each respective category, submitted pursuant to Section 2-396, of the City of Albion Code of Ordinances. In addition, in selecting the lowest bid, the City has also considered the additional criteria listed in Section 2-396(a) (1-9) of the City of Albion Code of Ordinances, and desires to enter into a contract with Lohrke's Mowing for the provision of "small equipment" noxious vegetation abatement and mowing.

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

**RESOLVED**, that the bid for "small equipment" noxious vegetation abatement and mowing, submitted by Lohrke's Mowing, is hereby accepted at the rates specified in its 2016 bid.

**BE IT FURTHER RESOLVED**, that in addition to being the lowest bidder, Lohrke's Mowing has met the additional criteria for consideration set forth in Section 2-396(a)(1-9) of the City of Albion Code of Ordinances.

**BE IT FURTHER RESOLVED**, that the City of Albion shall enter into a written contract with Lohrke's Mowing for the provision of "small equipment" noxious vegetation abatement and mowing as set forth in the 2016 request for proposals. The contract referenced herein shall contain by reference the service requirements as set forth in the request for proposal. Said contract shall be at the rate(s) set for in Lohrke's Mowing 2016 bid and shall contain such other terms as contained in the request for proposals and as the parties deem necessary.

Date: June 6, 2016

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

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

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

I certify that this resolution was adopted by the City Council of the City of Albion on June 6, 2016.

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Jill Domingo  
City Clerk

**Resolution #2016-33**

A RESOLUTION TO APPROVE PROPOSAL FOR "HEAVY EQUIPMENT" NOXIOUS VEGETATION ABATEMENT AND MOWING BID AND TO APPROVE CONTRACT FOR "HEAVY EQUIPMENT" NOXIOUS VEGETATION ABATEMENT AND MOWING WITH JOHN J. HAWKINS CONSTRUCTION CONTRACTOR

**Purpose and Finding:** The City of Albion has a current need for noxious vegetation abatement and mowing. Pursuant to Section 2-384, of the City of Albion Code of Ordinances, a Request for Proposals was published, seeking bidders to provide both small and heavy equipment abatement and mowing services, etc., for the City. The City, having received multiple bids from various contractors, has selected the lowest bid for each respective category, submitted pursuant to Section 2-396, of the City of Albion Code of Ordinances. In addition, in selecting the lowest bid, the City has also considered the additional criteria listed in Section 2-396(a) (1-9) of the City of Albion Code of Ordinances, and desires to enter into a contract with John J. Hawkins Construction Contractor for the provision of "heavy equipment" noxious vegetation abatement and mowing.

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

**RESOLVED**, that the bid for "heavy equipment" noxious vegetation abatement and mowing, submitted by John J. Hawkins Construction Contractor, is hereby accepted at the rates specified in its 2016 bid, which is hereby incorporated by reference.

**BE IT FURTHER RESOLVED**, that in addition to being the lowest bidder, John J. Hawkins Construction Contractor has met the additional criteria for consideration set forth in Section 2-396(a) (1-9) of the City of Albion Code of Ordinances.

**BE IT FURTHER RESOLVED**, that the City of Albion shall enter into a written contract with John J. Hawkins Construction Contractor for the provision of "heavy equipment" noxious vegetation abatement and mowing as set forth in the 2016 request for proposals. The contract referenced herein shall contain by reference the service requirements as set forth in the request for proposal. Said contract shall be at the rate(s) set for in John J. Hawkins Construction Contractor 2016 bid and shall contain such other terms as contained in the request for proposals and as the parties deem necessary.

Date: June 6, 2016

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

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

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

I certify that this resolution was adopted by the City Council of the City of Albion on June 6, 2016.

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Jill Domingo  
City Clerk

# INFORMATION ONLY



## CITY OF ALBION

♦ 112 West Cass Street ♦ Albion, MI 49224

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DATE OF ELECTION:	Tuesday, November 8, 2016
SEATS AVAILABLE:	Precincts 3, 4, 5 Council Seats and Mayor
REQUIREMENTS:	Must be a registered elector in the City he/she is a candidate for.
PETITION AVAILABILITY:	Thursday, June 2, 2016 Office of the City Clerk City of Albion City Hall 112 W. Cass St. Albion, MI 49224 (517) 629-7864
OFFICE HOURS:	Monday – Friday 8 a.m. – 5 p.m.
PETITION FILING DEADLINE: (Petition & Affidavit of Identity)	Monday, July 25, 2016, 5:00 p.m. Office of the City Clerk City of Albion City Hall 112 W. Cass St. Albion, MI 49224
PETITION SIGNATURE REQUIREMENTS:	Council seats are not less than 25 valid signatures nor more than 50 signatures of registered voters in the precinct in which you are running.  The mayor seat is not less than 100 valid signatures nor more 200 signatures of registered voters in the City. (A valid signature is a registered elector within the City of Albion).  Electors may sign no more than one petition for each precinct seat and the Mayor seat.