



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
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Garrett Brown
Council Member
3rd Precinct

Rebecca Decker
Council Member
4th Precinct

Cheryl Krause
Council Member
5th Precinct

Andrew French
Mayor Pro Tem
Council Member
6th 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, July 18, 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. 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.)
- VII. CONSENT CALENDAR (VV)
(Items on Consent Calendar are voted on as one unit)
 - A. Approval Council Meeting Minutes-July 5, 2016
- VIII. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval RFP for Single Trash Hauler (RCV)
 - B. Request Approval Resolution # 2016-43, Approval of Enbridge/Kalamazoo River Community Recreation Grant (RCV)
 - C. Request Approval Resolution # 2016-44, Budget Amendments #2(RCV)
 - D. Request Approval Resolution # 2016-45, Acceptance of USDA Grant for ADPS Vehicle (RCV)
 - E. Request Approval Resolution # 2016-46, MML/Meadowbrook Property & Liability Insurance Renewal (RCV)



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- F. Discussion-Street Sweeping
 - G. Discussion-Linden Avenue
 - H. Update on Holland Park-Council Member Reid
 - I. City Manager Report
 - J. Future Agenda Items
 - K. Motion to Excuse Absent Council Member(s)
- IX. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)
- X. ADJOURN

City of Albion
City Council Meeting
July 5, 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

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

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Jim Lenardson, Director Public Services and Scott Kipp, Chief Public Safety.

V. Mayor & Council Member's Comments

Comments were received from Council Members Barnes and French.

VI. Public Hearing

A. Vacating of Alleys in Block 52

Mayor Domingo opened the public hearing at 7:03 pm

City Manager Mitchell gave a brief overview stating this was to combine all parcels for the Downtown Hotel Project into one parcel.

No public comments were received.

Mayor Domingo closed the public hearing at 7:04 pm

Council continued discussion with comments received from Mayor Domingo who asked about the timing of vacating the alleys.

City Manager Mitchell stated it was a process with the Developer, City Attorney and Assessor.

VII. Presentations

A. Karla Fales, CEO, Region 3B Area Agency on Aging, Agency's Multi Year Plan

Karla Fales, CEO, Region 3B Area on Aging updated the Council on the Agency's Multi Year Plan highlighting the following:

- The Older Americans Act instructs State Units on Aging (SUA) and Area Agencies on Aging (AAA) to serve as the advocate and focal point for the elderly within the community.
- The service mandates:
 - Advocate on behalf of older adults and their caregivers
 - Administer federal, state, local and private funds to support services and programs for older adults and caregivers
 - Identify the needs of older Americans
 - Develop plans to enable older adults to maintain their independence with dignity through person-centered services
 - Fund programs that serve older adults in Barry and Calhoun counties.
- Plan Highlights-Strategic Goals:
 - Grow and adapt future portfolio of services, products and programs
 - Strengthen education and advocacy
 - Provide leadership in building key partnerships
 - Secure sustainable financial resources
 - Strengthen organizations effectiveness and adaptability
- Program Development Objectives:
 - Promote the health and wellness of older adults
 - Support older adults in maintaining their independence, reducing isolation and providing opportunities for volunteerism
 - Provide a variety of programs and services that maximize choice and emphasize person-centeredness
- Direct Services:
 - Information and assistance
 - Care management
 - Case coordination and support
 - Disaster advocacy
 - Elder Abuse Prevention
 - Senior Center Staffing and Senior Center Operations-Provides Executive Director to the Forks Senior Center for two (2) years.
- Grants are provided to fund the following services:
 - Access
 - In-Home Services
 - Community Services
- Partnerships:

- Aging Mastery Program (AMPs)
- 4 AM Great at Any Age Initiative
- Pathways to Health
- Senior Health Partners
- Senior Project Fresh
- Participation on multi-purpose collaborating body in both counties
- Coordination and shared activity between adjacent AAAs
- Local committees and meetings
- Community Focal Points:
 - Calhoun County Office of Senior Services
 - Forks Senior Center
 - Barry County Commission on Aging
 - Region 3B AAA-Kool Family Community Center

Comments were received from Council Members Brown, Barnes and Krause; Mayor Domingo and Jay Loomis, 408 W. Ash St.

VIII. Citizen's Comments

No comments were received.

IX. Consent Calendar

- A. Approval Regular Council Session Minutes – June 20, 2016
- B. Approval Study Session Minutes-June 27, 2016

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

X. Items for Individual Discussion

- A. Request Approval RFP for Single Trash Hauler (RCV)

Comments were received from Council Members Krause, Brown, French and Barnes; Mayor Domingo, City Manager Mitchell; City Attorney Harkness and Director of Public Services Lenardson.

French moved, Krause supported, CARRIED, to **TABLE** Approval of RFP for Single Trash Hauler for revisions and will be placed on the next council agenda. (5-0, rcv)

- B. Discussion/Request Approval to "Paint the Town Purple"-Relay for Life (RCV)

Comments were received from Council Members Barnes and French and Carol Maynard, Relay for Life Team Captain.

French moved, Krause supported, CARRIED, to Approve "Paint the Town Purple"-Relay for Life as presented. (5-0, rcv)

C. Discussion-Update Holland Reid

Due to the absence of Council Member Reid, this item will be added to the next agenda.

D. Request Approval Resolution # 2016-40, To Approve the Vacating of Alleys in Block 52 (RCV)

French moved, Krause supported, CARRIED, to Approve Resolution # 2016-40, Vacating of Alleys in Block 52 as presented. (5-0, rcv)

E. Request Approval Resolution # 2016-42, Award Bid for 2016 Local Street Improvement Project (RCV)

Comments were received from Mayor Domingo and Director of Public Services Lenardson.

French moved, Krause supported, CARRIED, to Resolution # 2016-42, Award Bid for 2016 Local Street Improvement Project as presented. (5-0, rcv)

F. City Manager Report

City Manager Mitchell reported the following to Council:

- The site plan review and special use permit has been approved by the Planning Commission with conditions.
- Please complete the Community Survey for the update of the Comprehensive Master Plan and pass on to others to complete.
- The Michigan State Extension will be sending twenty (20) planners to Albion to tour the area and offer suggestions.
- We received a \$90,000 grant from the Kalamazoo River Foundation that will be used to update handicapped restrooms and resurfacing the basketball courts in Holland Park and to help clean up the river.
- We also received a \$900,000 grant for water services.
- Sandee MacGeorge, HR Coordinator and Assistant to the City Manager will be retiring at the end of the month. She is currently off on leave and will return on July 25th, 2016. Her last day of service will be July 29th, 2016.
- July 23rd, 2016 is the annual clean-up and the latex paint recycling day.
- Chief Kipp briefly went over the fireworks ordinance.

Comments were received by Council Members Krause and Barnes, City Attorney Harkness and Mayor Domingo.

G. Future Agenda Items

- Council Member French asked to have the revised RFP for Single Trash Hauler added to the next agenda.
- Council Member Krause would like a discussion on Linden Avenue and the mill race and what can be done in that area added to the next agenda.
- Council Member Barnes would like street sweeping added to the next agenda.
- Council Member Brown would like an explanation on how taxes are collected for the Downtown Albion Hotel.
- Mayor Domingo asked for an update on Holland Park added to the next agenda.

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

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

XI. Citizen's Comments

Comments were received from Mike Bearman, 11016 29 Mile Rd, Dennis Michael, 1007 Maple St., Tim Allen, 1009 Maple St. and Mayor Domingo.

XII. Executive Session

The City Attorney requests an Executive Session under the Open Meetings Act (Section 15.268 (a), P.A. 267 of 1976, as amended) to consider the dismissal, suspension or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of a public officer, employee or staff member of individual agent, if the named person requests a closed hearing.

French moved, Krause supported, CARRIED, to adjourn to Executive Session. (5-0, vv)

Mayor Domingo adjourned to Executive Session at 8:25 p.m.

Mayor Domingo re-adjourned regular council session at 8:58 p.m.

XIII. Adjournment

Brown moved, French supported, CARRIED, to adjourn council session. (5-0 vv)

Mayor Domingo adjourned the meeting at 9:00 p.m.

Date

Jill Domingo
City Clerk

City of Albion, Michigan

Request for Proposals

Residential Refuse Collection, Yard Waste Collection, Recycling, Hauling and Disposal

1.) Introduction

The City of Albion (the City) is soliciting proposals from qualified contractors for Residential Refuse Collection, Yard Waste Collection, Recycling, Hauling and Disposal from single family residences (a residence is defined as a premises containing a dwelling occupied by a person or group of persons comprising a single family unit and which produces not more than 90 gallons of refuse per week), duplex family residential units (defined as a premises containing a dwelling which had been divided into two separate residences, each occupied by a person or group of persons comprising a single family unit) and all City Buildings but excluding apartment buildings, multi-family complexes and commercial properties located within the City.

For the purposes of the health, safety, welfare and the potential cost reduction for our residents the City Council has decided to enact the Single Refuse Hauler aspect as a viable alternative to the current system. All single and dual family residential units will be required by local ordinance to participate in the Single Hauler Program.

All bidders must submit a complete proposal which includes the form attached as **Exhibit A**, as well as a Statement of Bidders Qualifications, Documentation of Proper Insurance Policies and a list of references.

RFP specifications can be picked up at the City Clerk's Office 112 W. Cass St. Albion, MI 49224.

All RFP's shall be marked: "**Single Hauler Refuse Program-BID**" and shall be delivered to the City of Albion- Clerk's Office by: September 7, 2016 at 9:00 A.M. Public Bid opening will be September 7, 2016 at 9:00 A.M. in the Mayor's Office located at Albion City Hall, 112 W. Cass St., Albion, MI 49224.

2.) General Information

The City of Albion is located in eastern Calhoun County, Michigan. It is estimated that there are approximately 2401 total residential units that would qualify under the program. There is approximately 50 miles of major and local streets within the City which includes M-99 and the I-94 business route. The residential refuse to be collected, hauled and disposed of by the successful bidder consists of normal household rubbish, garbage, yard waste and recycled materials.

As a condition of the local ordinance, residents would not be allowed to contract with another waste hauler outside of the successful bidder's agreement. Recycling containers shall be provided for those residents who request them and shall be hauled and disposed of as a matter of contract.

Services are anticipated to begin in April of 2017, however the actual start date will be established by the contract between the City and the successful bidder. The initial contract will be for a one year term with the anticipation of a continuation of up to three years.

The form of the contract to be entered into between the City and the successful bidder, which contains all terms and conditions for providing the Services, is attached as **Exhibit B**.

The RFP is a solicitation for bids and not intended as an offer to contract. The City of Albion reserves the right to issue clarification(s) and other directives concerning this RFP, to require clarification or further information with respect to any Proposal and to determine the final terms of the contract. The City also reserves the right to accept or reject any and all Proposals in the best interest of the City and its residents. Acceptance of the Proposal will be based upon factors including, but not limited to, cost to provide the Services, completeness of Proposal, thoroughness of information provided, customer service standards, value-added services and prior Bidder performance with waste collection systems similar to those described herein.

All Proposals are firm offers to enter into the Contract and no Proposal shall be deemed rejected, notwithstanding acceptance of any other Proposal, until the Contract has been approved by the City Council and executed by both the City and the Successful Bidder.

3.) Scope of Services

A. The Services to be provided by the Successful Bidder for the per unit prices to be indicated on **Exhibit A** include the following:

(1) collecting, hauling and disposing of Residential Refuse from dwelling units and City Buildings located within the City once per week.

(2) collecting, hauling and disposing of Residential Refuse from dwelling units and all City Operated Buildings, curbside collection of recyclable materials, and yard waste from dwellings within the City of Albion. Collection of Recyclables shall be the same day as the collection of Residential Refuse and shall occur either once per week or bi-weekly. The collection of yard waste shall also occur the same day as Residential Refuse and Recyclable pick-up, but may occur monthly or seasonal. The Bidder's Proposal shall include a separate price for once per week Residential Refuse pick-up and once a week Residential Refuse pick-up with the addition of weekly or bi-weekly Recyclable pick-up and monthly and seasonal yard waste pick-up.

(3) collecting , hauling and disposal of Solid Waste, Rubbish, building materials and Garbage of all City Operated Buildings from approved dumpsters (to be provided by the Successful Bidder) can occur independently of the Residential Refuse pick-up schedule. The City currently has six (6) dumpsters, (3) 6 yard dumpsters, (3) 4 yard dumpsters and (6) 96 gallon carts.

(4) billing and collection of all rates and charges from dwelling units receiving the Service on a quarterly basis.

B. Dispose of all Residential Refuse collected in accordance with the Calhoun County Solid Waste Management Plan, at a facility within the Calhoun County Solid Waste Management Plan and permitted by the Michigan Department of Environmental Quality.

C. Provide separate, hard sided, plastic containers for the collection and temporary storage of Residential Refuse and Recyclables (an Approved Container). The Approved Container for Residential Refuse shall have an attached, closing lid. It shall also have upon it the Company Name of the Successful Bidder and an “800” or local number for contact.

(1) The Successful Bidder shall provide at least two (2) sizes of Approved Containers in order to provide customers with a choice depending on the customers expected volume of Residential Refuse to be collected. The two (2) sizes of Approved Containers for collection and disposal of Residential Refuse to be provided by the Successful Bidder shall be for Approved Containers ranging between 60-65 gallons and 90-96 gallons in size.

(2) The Bidder’s Proposal shall include the cost of each of the two (2) ranges of size for the Approved Containers for Residential Refuse.

(3) The Approved Container for the collection and disposal of Recyclables shall have a minimum of 18 gallons.

(4) The Bidder’s Proposal shall also include the cost for “back door” service for the elderly or the physically disabled.

D. The Successful Bidder shall provide the Services to all participating Dwelling units between the hours of 7:00 A.M. and 7:00 P.M. on Tuesday, Wednesday or Thursday of each week, contingent upon the approval of a specific day of the week for collection by the City Council (Collection Day). The Successful Bidder may not change the Collection Day, except when there is a legal holiday, without the approval of the City. If the City approves a change in the Collection Day, the Successful Bidder, at its cost, must provide notice of the change in the Collection Day to all of the Dwelling Units. In the event that there is a legal Holiday on the Collection Day, the Successful Bidder shall collect the Residential Refuse and Recyclables and Yard Waste on the following day, excluding Sunday. Legal Holiday shall be New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

E. The Successful Bidder shall maintain an office and toll-free or local telephone number to receive service calls and complaints and be available for such calls between 8:00 A.M. and 5:00 P.M. Monday through Friday, except on the holiday's listed in **3 (D)** above. All complaints must be given prompt attention. In the case of a missed scheduled collection, the Successful Bidder shall immediately investigate, and if verified, shall arrange for pick-up of said Residential Refuse within twenty-four (24) hours after the complaint is received. The Successful Bidder shall maintain a daily log of all such calls and complaints, which shall be open to the City for inspection and shall make annual reports regarding the same to the City.

F. The Successful Bidder shall develop, print and distribute a brochure describing the services covered by this RFP, which includes a collection schedule, a list of materials that can be included in the Approved Container for Recyclables, instructions on proper handling of the Approved Containers, instructions on what the customers are to do with Residential Refuse that does not fit into the Approved Container, etc. The brochure must be approved by the City prior to distribution. Whenever there is a change in services, an updated brochure must be distributed to all existing customers.

G. Dispose of the Recyclables collected pursuant to the Contract in accordance with the Calhoun County Solid Waste Management Plan.

H. Ensure that the Successful Bidder's trucks and equipment is adequately marked with the name of the company, the telephone number and any other markings required by state or federal law.

I. Make an initial, accurate count, by individual street address or area, during the first month of service under the Contract, of all Dwelling Units to be serviced under terms of the Contract. Annually, the Successful Bidder must provide an updated listing of the number of Dwelling Units receiving the Services. This count shall be provided to the City within five (5) business days after the mailing of the quarterly bills to customers in the City.

J. Comply with all rules and regulations established by local, state and federal laws. The Successful Bidder shall be responsible for obtaining all permits, licenses and insurance to provide the Services.

K. Provide all Services in an orderly, efficient and workmanlike manner, with a workforce adequate to accomplish the same on a regular basis, despite adverse conditions, equipment breakdown or similar hindrances.

4.) Additional Services

The Bidder shall include a separate Proposal price for additional services that may be proposed by the Bidder, which may include, but are not limited to, collection, hauling and disposal of (1) materials, debris and solid wastes as part of an annual "Spring Clean-up" (as more particularly

described below), (2) Bulk Waste, and (3) Special Collections (collectively the “Additional Services”). The Bidder’s Proposal shall include a separate per annum price for providing the annual “Spring Clean-Up” which is held at two collection sites in the City where there are two (2) Refuse hauling trucks and one (1) 30 yard roll-off provided at each site. The annual “Spring Clean-up” event will take place during a month and on a date designated by the City Council. Along with this Bidder’s shall include pricing for three (3) twenty (20) yard dumpsters for the annual “Festival of the Forks” event.

The City reserves the right to accept all, some or none of the Additional Services by Bidder in the City’s sole discretion.

5.) Pre-Bid Conference

The City will conduct a pre-bid conference on August 15, 2016 at 9:00 A.M. in the Mayor’s Office located at 112 W. Cass St. Albion, MI 49224 to answer questions regarding this RFP. Nothing stated at the pre-bid conference shall modify any written document, unless a written addendum is issued. Bidders are required to submit all written questions to the City, Attention: Jim Lenardson, Director of Public Services, by August 8, 2016 to ensure that all questions can be adequately addressed at the pre-bid conference.

6.) Qualifications of Bidder

A. All Bidders must submit the following to the City in order to be deemed qualified and responsible:

(1) The original completed Proposal, including all exhibits thereto, delivered to the City Clerk at 112 W. Cass St., Albion, MI 49224 by the specified time set forth in Section 1 of this RFP. All Proposals must be typed or written legibly in blue or black ink. All Proposals shall use the form attached as Exhibit A. The Proposal form must indicate a fixed price quotation for each quarter and for each individual year of the Contract for the Service being bid, as well as Additional Services and any alternatives. A Proposal may be rejected if it does not contain a requested rate or charge for each and every item named in the Proposal form or may be interpreted as bidding “no charge” for any item left blank.

(2) Bid Security in the form of a certified check or money order in the amount of \$5,000.00, which shall be refunded or returned to those Bidders who are not the Successful Bidder within five (5) days after the City Council executes the Contract for Services with the Successful Bidder. If the Successful Bidder fails to timely submit all additional information as requested, the City may retain all or a portion of the Successful Bidders Bid Security as liquidated damages.

(3) Each Bidder submitting a Proposal expressly represents and warrants that it has an adequate period of time to conduct, and has conducted, all independent examinations, inspections and investigations required to make a fully informed Bid.

(4) Each Bidder acknowledges that it has reviewed the Contract Documents in a thorough and complete manner prior to submitting its Proposal.

(5) Each Proposal shall include the cost of obtaining all permits, licenses and other authorizations required by law for performance of the Services. Each Bidder shall be responsible for determining the applicable licenses, permits and other authorizations required.

(6) Each Proposal shall be signed by the authorized officer, member or partner of the entity or by an individual, if the Proposal is submitted by an individual.

(7) Each Bidder shall furnish satisfactory evidence that it has the requisite experience, ability, capital facilities, organization and staffing to enable it to perform the Services successfully. All Bidders are required to complete the Statement of Bidder's Qualifications, and attach as **Exhibit C**.

(8) Each Bidder shall submit a properly executed and signed Affidavit of Non-Collusion as **Exhibit D**

If the City issues a request for Additional Information, the Bidder shall provide such information within two (2) business days after the receipt of the Request for Additional Information or such other period as may be set forth therein. Any Bidder that fails to respond to the Request for Additional Information within the allotted time shall have its Proposal deemed incomplete and non-responsive.

The items set forth above are the minimum qualifications that a Bidder must fulfill. However, exemptions to any condition may be submitted as alternatives.

7. Withdrawal of Bid Proposal

Any Proposal may be withdrawn at any time prior to the opening of any Proposals, provided that such a written request executed by the Bidder is filed with the City. The withdrawal of a Proposal prior to the opening of any Proposals will not prejudice the right of the Bidder to file a new Proposal, so long as such new Proposal is submitted prior to the due date and time of the Proposals.

8. Award of Contract

All Proposals shall be publically opened and read aloud immediately upon the close of the bidding.

All prices set forth in a Proposal shall be held firm, open and capable of acceptance for 120 calendar days from the date Proposals are due as set forth above.

The City Council shall award the Contract(s) to the lowest Bidder who, in discretion of the City, is best qualified to perform the Services to the satisfaction of the City and will best accomplish the objectives of the City. The City reserves the right to reject any and all Proposals, to reject

any Proposal not complying with the specifications set forth in the RFP or the Contract Documents, to accept all or a portion of any Proposal, and to waive any informality in any Proposal if the City such waiver to be in its best interests. Any computational errors in the Proposal may be waived by the City if it deems such waiver in its best interests.

Upon award of a Contract by the City Council, the City shall prepare a notice of award. The successful Bidder shall enter into the Contract with the City for the Services described herein, in the form to be attached as **Exhibit B**. The Successful Bidder shall execute said Contract within fourteen (14) calendar days after notice from the City of the award of the Contract.

As noted in Section 4 of this RFP, the City reserves the right to accept all, some or none of the Additional Services specified in the Bidder's proposal in the City's sole discretion.

At the time of execution of the Contract, the Successful Bidder shall post a performance bond with a corporate surety authorized to do business in Michigan and acceptable to the City, in an amount calculated as set forth in the Contract. Said performance bond shall indemnify the City against any loss resulting from any breach or failure of the performance by the Successful Bidder. Upon verification of this performance bond, the City shall refund the Successful Bidder's Bid Security.

Once awarded the Contract, the Successful Bidder shall provide, at its own expense, the following types of coverage of insurance:

- A. workers' compensation insurance in the statutorily required amounts; and
- B. comprehensive general liability insurance with limits of \$1,000,000.00 each occurrence and \$ 2,000,000.00 in aggregate; and
- C. vehicle liability insurance with a combined single limit of \$1,000,000.00.

All such insurance policies and coverages shall be from an insurer acceptable to the City. The City, its officers and employees, shall be named as additional insured with respect to each of these required policies. The certificates shall contain the following statement:

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

If the Successful Bidder fails to execute a Contract within this time period, sign any other required documentation, post the required bond or submit the required certificates or policies of insurance, the City shall have the right to annul the award of the Contract and impose liquidated damages on the Successful Bidder. If the award is annulled, the City may accept and award a Contract based upon the other Proposals remaining, as the City, in its discretion,

deems to be in the best interest or may reject all Proposals and choose not to proceed with the program.

The Successful Bidder shall indemnify the City of Albion, and its officers and employees, against any and all damages to property or death of any persons or person, including property and employees, agents or invitees of the City of Albion and shall defend and indemnify the City of Albion from all and any claims, demands, action or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses, and attorney fees, resulting from or arising out of the Successful Bidder's performance under the terms of this RFP and Contract and the operations connected herewith, including all operations of subcontractors, if any, and actions or omissions of employees or agents of the Successful Bidder. The Successful Bidder's insurance shall include contractual coverage of the forgoing indemnity agreement.

The Successful Bidder shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter indirectly or directly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individuals ability to perform the duties of a particular job or position, height, weight or marital status.

Resolution #2016-43

A RESOLUTION TO APPROVE ENBRIDGE DONATION FUND PROGRAM GRANT AGREEMENT

Purpose and Finding: The City of Albion has a need and desire to continue the restoration and upgrades to Holland Park. The council previously approved the seeking of potential grants through Enbridge. Enbridge has tentatively approved a \$90,000.00 grant for improvements to Holland Park. A grant agreement is required to be signed in order to proceed and so that both the Grantor and Grantee are aware of the responsibilities associated with the Grant. The funds received as a result of this grant will be used to provide for the continued welfare of the citizens of Albion. As such, it is recommended that the agreement be approved.

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

RESOLVED, that the Enbridge Donation Fund Program Grant Agreement is hereby approved;

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign the agreement on behalf of the City of Albion as "Grant Recipient".

Date: July 18, 2016

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on July 18, 2016.

Jill Domingo
City Clerk



July 7, 2016

Ms. Sheryl Mitchell, Manager
City of Albion
112 West Cass Street
Albion, MI 49224

Re: Agreement for grant number 2016.004 (Please refer to this number on all correspondence directed to the Kalamazoo River Community Recreational Foundation concerning this grant).

Dear Ms. Mitchell:

I am pleased to inform you that your grant proposal to upgrade park facilities in the City of Albion has been approved by the Kalamazoo River Community Recreational Foundation for an amount not to exceed \$90,000. As you may know, the funds are made possible by Enbridge Energy as part of their Donation Fund Program.

Enclosed is a grant agreement between the Foundation and your organization. Each project requires a signed agreement within 30 days of your receipt of the agreement. The process for executing the agreement is as follows:

1. A copy of the grant agreement is sent to Grantee.
2. Grantee reviews agreement and (a) notifies the Foundation that changes need to be made, or (b) proceeds to execution through the steps below.
3. Grantee attaches all requested documentation to the respective appendices.
4. Grantee obtains all appropriate, authorized signatures required on the agreement and returns to the Foundation (to my attention) with no additions (except the required documentation) or subtractions from the agreement
5. Foundation obtains its necessary signatures and dates the first page of the agreement.
6. Foundation retains the original grant agreement and returns one copy to grantee.

Please note that you must submit several documents to the Foundation along with the signed agreement as appendices. These documents are described on page 6 of the grant agreement. Foundation funds will not be disbursed until the agreement is executed and the accompanying documentation is received. Please use the enclosed checklist worksheet to ensure you have submitted all of the appropriate documentation with the signed grant agreement.

A **final report** is due 30 days from the end of your grant term. If you have any questions concerning the agreement, requirements, etc., please do not hesitate to contact me at 517-484-4954.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Coscarelli". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark Coscarelli
Administrator

Enclosures



kalamazoo river community
recreational foundation

Grant Agreement Document Checklist



For a more detailed explanation of each document listed below, please see the agreement cover letter and page 6 of the grant agreement.

Check off each of the items you have included. If they do not apply to your project, state N/A.

- Signed grant agreement
- Original/approved project proposal (Appendix A)
- Project metrics (Appendix B)
- For nonprofit 501(c)(3) organizations, most recent IRS Form 990 (Appendix C)
- For nonprofit (501(c)(3) organizations, proof of insurance (Appendix D)
- Third-party contracts, if applicable (Appendix E)



Enbridge Donation Fund Program Grant Agreement

Project Number: 2016.004
Project Name: City of Albion Park Improvements
Grant Recipient: City of Albion

THIS AGREEMENT is made this 24th day of June 2016, by and between the Kalamazoo River Community Recreational Foundation, hereinafter referred to as the FOUNDATION and the City of Albion, hereinafter referred to as the GRANT RECIPIENT. WITNESSETH:

WHEREAS, the goal of Enbridge's Donation Fund Program is to support area projects while maintaining flexibility in funding to ensure the Foundation can support cooperative and/or unique opportunities that will significantly contribute to the overall goal of enhancing public access on the Kalamazoo River, including stewardship opportunities. These projects advance the Foundation's mission, but fall outside of the Foundation's primary funding categories. Specifically, the GRANT RECIPIENT'S project meets the requirement of "Other projects brought to the Foundation with the support of Board member(s)."

WHEREAS, the FOUNDATION and the GRANT RECIPIENT, in fulfillment of the purposes of the FOUNDATION, have reached an agreement; and

NOW THEREFORE, the FOUNDATION and the GRANT RECIPIENT, in consideration of the terms, promises, conditions, and assurances hereinafter set forth, mutually agree as follows:

1. **Grant Administration:** This Agreement shall be administered on behalf of the FOUNDATION by its managers. All reports, documents, or proof of actions required of the GRANT RECIPIENT shall be submitted to the Administrator, Mark Coscarelli, Kalamazoo River Community Recreational Foundation, 230 N. Washington Square, Suite 300, Lansing, Michigan 48933-2265.
2. **Purpose:** The project to be accomplished under this Agreement shall satisfy the grant objectives identified in Appendix A, which is attached and incorporated into this Agreement.

3. **Grant Period:** The work outlined in Appendix A must begin promptly upon execution of this grant agreement, and be completed no later than June 1, 2017, unless changes are requested and approved in writing in advance by the FOUNDATION.
4. **Budget and Expenditure:** The FOUNDATION shall provide a sum of money to the GRANT RECIPIENT to be used for the purposes detailed and the schedule of costs outlined in Appendix A at a total cost not to exceed \$90,000.00 The GRANT RECIPIENT must obtain advance written approval from the FOUNDATION for disbursement deviating from the line items of the approved schedule of costs outlined in Appendix A. Expenses must be incurred during the grant period. Any cost overruns incurred to complete the project as outlined in Appendix A shall be the **SOLE** responsibility of the GRANT RECIPIENT unless specifically approved in writing in advance by the FOUNDATION.
5. **Payment:**
 - a. The FOUNDATION shall make prompt disbursement under the terms of this Agreement, provided that appropriate documentation has been delivered.
6. **Reporting:**
 - a. Within 30 days following the end of the grant period, the GRANT RECIPIENT shall furnish a **final report** to the FOUNDATION. In addition,
 - i. The financial report shall include a statement of expenses according to the line items in the approved budget outlined in Appendix A and on appropriate financial documentation verifying expenditures (e.g., copies of invoices, record of hours expended, standard accounting ledgers used by the GRANT RECIPIENT's organization, and/or copies of canceled checks with descriptions).
 - ii. If the final financial report satisfying the requirements of this Grant Agreement is not submitted to the FOUNDATION within 1 month following the end of the grant period, the GRANT RECIPIENT will be considered in default of its grant obligations. Under that circumstance, the FOUNDATION reserves the right, without further notice to the GRANT RECIPIENT, to terminate the Grant Agreement, modify payment terms, forfeit account balances, and cease payments.
 - b. The GRANT RECIPIENT shall provide a copy of any publications produced under this grant to the FOUNDATION for its records and submit, upon the FOUNDATION's request, information relating to this grant, including results, findings, or methods, and digital or color photographs.
 - c. The GRANT RECIPIENT shall cooperate with the FOUNDATION in providing information to the public, press, or the FOUNDATION.

7. **FOUNDATION Acknowledgement:** The GRANT RECIPIENT shall provide appropriate acknowledgment for the FOUNDATION's grant on any publication or printed material distributed on or about the project described in Appendix A.
8. **Liability Insurance:** By signing this Agreement, the GRANT RECIPIENT acknowledges that appropriate general liability and automobile insurance coverage shall be maintained during the grant period. The FOUNDATION reserves the right to require higher liability limits than those contained in the policies submitted for approval if higher limits are required to protect the interests of the FOUNDATION.
9. **Sale of Products:** The GRANT RECIPIENT shall provide prior written notice to the FOUNDATION and opportunity to comment before selling or offering for sale any products paid for by this grant.
10. **Equal Opportunity:**
 - a. The GRANT RECIPIENT shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.
 - b. The GRANT RECIPIENT shall provide a copy of the contract with any non-public entities performing or providing services paid for in part or in whole by funds granted under this Agreement to document appropriate non-discrimination requirements. GRANT RECIPIENT further agrees that any subcontract shall contain a non-discrimination provision, which is not less stringent than this provision and binding upon any and all subcontractors responsible for all or a portion of the work outlined in Appendix A.
11. **Compliance with Laws:** The GRANT RECIPIENT is solely responsible for determining the requirements for and obtaining any permits or licenses that may be required by local, state or federal laws, regulations or rules to carry out the activities funded under this Agreement.
12. **Release and Indemnity:** Each party shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable State or Federal statute, that it shall assume all risk and liability to itself, its respective board members, officers, employees, or agents from any and all claims, demands, judgments and expenses, including attorney fees, from any and all loss, damage, or injury, to person or property, or death arising from any negligent action or omission by itself or its own agents related to (a) the Agreement, (b) the activities authorized by this Agreement, or (c) the use or occupancy of the premises, project area or facilities that are the subject of this Agreement. If the GRANT RECIPIENT is a Federal Government Agency, liability shall be governed by the Federal Tort Claims Act (U.S.C. § 2761 et seq.).

- 13. **Definition of Agreement:** The proposal form bearing the project name from Page 1, Appendix A, and all required supporting documentation (Attachments) submitted for approval with the signed Agreement bearing this project name constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

- 14. **Breach of Agreement:** The GRANT RECIPIENT and the FOUNDATION mutually agree that any failure by the GRANT RECIPIENT to abide by any of the conditions, promises, covenants, agreements, or like undertakings contained in this Agreement shall constitute a material breach of this Agreement and shall entitle the FOUNDATION to seek specific performance required under the terms of this Agreement, damages and/or termination at the FOUNDATION'S discretion.

- 15. **Third Party Contracts:** If applicable, the GRANT RECIPIENT must submit to the FOUNDATION a copy of the contract with any third party performing or providing services paid for in part or in whole by funds granted under this Agreement to document appropriate non-discrimination, insurance, and financial requirements of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and date first above written.

GRANT RECIPIENT

SIGNED: (Authorized Agent)

WITNESSED BY:

By: _____
(Signature) (Date)

(Signature) (Date)

Name: _____
(Typed or Printed)

(Typed or Printed)

Title: _____
(Typed or Printed)

(Typed or Printed)

Employer Identification Number: _____

Kalamazoo River Community Recreational Foundation

SIGNED:

WITNESSED BY:

By: _____
(Signature) (Date)

(Signature) (Date)

Name: _____
(Typed or Printed)

(Typed or Printed)

Title: Administrator, Kalamazoo River
Community Recreational Foundation

ATTACHMENTS (to be submitted with the signed agreement):

- **Appendix A:** Approved project proposal
- **Appendix B:** Project metrics (See appendix B for description)
- **Appendix C:** A copy of the GRANT RECIPIENT's most recently filed Form 990 for nonprofit 501(c)(3) organizations (to be attached and submitted by GRANT RECIPIENT)
- **Appendix D:** A copy of the GRANT RECIPIENT's general liability and automobile insurance for nonprofit 501(c)(3) organizations (to be attached and submitted by GRANT RECIPIENT)
- **Appendix E:** If applicable, a copy of the contract with any third party performing or providing services paid for in part or in whole by funds granted under this Agreement to document appropriate non-discrimination, insurance, and financial requirements of this Agreement.

APPENDIX A
(Approved project proposal)

APPENDIX B

(Project Metrics)

The goal of project metrics is to improve the outcome of a project or product. A metric is a quantitative measure of the degree to which a project, component or process possesses an attribute. Metrics allow the grantee to assess status of ongoing project; track project risks; uncover problem areas; adjust tasks or workflow; and evaluate the team's ability to control quality. Please identify project metrics and how they will be measured over the project's duration.

APPENDIX C

(For nonprofit 501(c)(3) organizations, attach most recent IRS Form 990 here)

APPENDIX D

(For nonprofit 501(c)(3) organizations, attach proof of
general liability and automobile insurance here)

APPENDIX E

(Attach third-party contracts, if applicable)

RESOLUTION 2016-44

FY 2016 Budget Amendment #2

The City of Albion adopted the Fiscal Year 2016 budget on a fund basis on December 21, 2015. The State of Michigan Uniform Budgeting Act requires the legislative body to amend the budget when a deviation occurs. Estimated Revenues and Expenditures for the General Fund (101), Drug Law Enforcement Fund (265) and Street Improvement Fund (450) requires budget amendments to reflect this change from the adopted budget.

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

Resolved: The City of Albion hereby amends the revenues and expenditures for Fiscal Year 2016 as reflected in this resolution.

Also Resolved: The City Manager is authorized to exceed any line item or departmental subtotal within any specific department or fund, including both revenues and expenditures, providing that the total end-of-year expenditures for the department or fund at issue does not exceed the revenue appropriation.

I hereby certify that the above resolution was adopted on July 18, 2016, in a regular session of the Albion City Council and that this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	7-11-2016 YTD BALANCE	2016 CURRENT BUDGET	PROPOSED CHANGES	PROPOSED NEW AMENDED BUDGET
Fund 101 - GENERAL FUND					
Dept 000-GENERAL					
Account Type: Revenue					
101-000-626.00	CHARGES FOR SERVICES RENDERED	2,427.45	194,400.00	(194,400.00)	0.00
101-000-626.10	CHARGES FOR SERVICES - ADMIN FEES	97,199.46	0.00	194,400.00	194,400.00
101-000-673.00	SALE OF FIXED ASSETS	<u>14,600.00</u>	<u>0.00</u>	<u>14,600.00</u>	<u>14,600.00</u>
Net Change to General Fund Total Revenue:				14,600.00	
Dept 172-CITY MANAGER					
Account Type: Expenditure					
101-172-703.00	PART TIME WAGES	2,832.00	0.00	4,320.00	4,320.00
101-172-726.00	OFFICE SUPPLY	386.04	1,000.00	380.00	1,380.00
101-172-857.00	TRAVEL	343.91	150.00	100.00	250.00
101-172-955.00	MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>200.00</u>	<u>200.00</u>
Net Change to General Fund Total Expenditure:				(5,000.00)	
Dept 260-FINANCE/TREASURER					
Account Type: Expenditure					
101-260-702.00	SALARIES AND WAGES	68,780.78	145,758.00	(3,000.00)	142,758.00
101-260-802.00	CONTRACTUAL SERVICES	<u>4,908.96</u>	<u>2,000.00</u>	<u>3,000.00</u>	<u>5,000.00</u>
Net Change to General Fund Total Expenditure:				0.00	
Dept 345-PUBLIC SAFETY					
Account Type: Revenue					
101-345-676.00		16,268.00	5,000.00	5,000.00	10,000.00
Account Type: Expenditure					
101-345-780.00	VEHICLE & EQUIP MAINT SUPPLIES	2,079.68	30,000.00	(27,500.00)	2,500.00
101-345-780.10	VEHICLE MAINT. - CARS & LT DUTY TRUCKS	13,934.11	0.00	25,000.00	25,000.00
101-345-780.20	COMM'L TRUCK MAINT. - FIRE, PLOW, ETC.	<u>5,093.43</u>	<u>0.00</u>	<u>7,500.00</u>	<u>7,500.00</u>
Net Change to General Fund Total Expenditure:				0.00	
Dept 895-GENERAL APPROPRIATION					
Account Type: Expenditure					
101-895-719.01	AFSCME MERS CONTRIBUTION	2,782.67	0.00	6,700.00	6,700.00
101-895-802.00	CONTRACTUAL SERVICES	<u>35,102.00</u>	<u>44,500.00</u>	<u>45,000.00</u>	<u>89,500.00</u>
Net Change to General Fund Total Expenditure:				(51,700.00)	
Net Change to GF Fund Balance after Proposed Changes:				(42,100.00)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	7-11-2016 YTD BALANCE	2016 CURRENT BUDGET	PROPOSED CHANGES	PROPOSED NEW AMENDED BUDGET
Fund 265 - DRUG LAW ENFORCEMENT FUND:					
265-400-802.00	CONTRACTUAL SERVICES	<u>12,488.44</u>	<u>12,000.00</u>	8,522.00	<u>20,522.00</u>
Net Change to General Fund Total Expenditure:				8,522.00	
Net Change to Drug Enforce. Fund Balance after Proposed Changes:				(8,522.00)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
PERIOD ENDING 12/31/2015

GL NUMBER	DESCRIPTION	YTD BALANCE 12/31/2015	AMENDED BUDGET 12/31/2015
Fund 265 - DRUG LAW ENFORCEMENT FUND:			
TOTAL REVENUES		121,874.77	72,430.00
TOTAL EXPENDITURES		<u>79,682.66</u>	<u>81,905.00</u>
NET OF REVENUES & EXPENDITURES		42,192.11	(9,475.00)

GL NUMBER	DESCRIPTION	2016 COUNCIL APPR'D BUDGET	Increase in 2016 Raise Amount of:	2016 Amended Budget
Fund 101 - GENERAL FUND				
101-172	City Mngr - Total Wages & Benefits	58,705	1,179	59,884
101-215	Clerk - Total Wages & Benefits	53,800	1,076	54,876
101-226	Human Resorce - Total Wages & Benefits	26,186	525	26,711
101-260	Finance - Total Wages & Benefits	168,150	3,372	171,522
101-265	Municipal Bldg - Total Wages & Benefits	11,195	226	11,421
101-276	Cemetery - Total Wages & Befenefits	78,765	1,635	80,400
101-345	Public Safety - Total Wages & Benefits	1,092,328	23,347	1,115,675
101-345	Less Reduction in 1 Officer		(34,599)	(34,599)
101-345	Pub Safety - Net Change in Wage & Befefits	1,092,328	(11,252)	1,081,076
101-422	Code Enforcement-Total Wages & Benefits	47,525	951	48,476
101-442	City Maintenance - Total Wages & Benefits	20,730	450	21,180
101-444	Tree Trimming - Total Wages & Benefits	1,515	32	1,547
101-447	Engineering - Total Wages & Benefits	2,865	57	2,922
101-775	Parks - Total Wages & Benefits	85,730	1,750	87,480
101	Total General Fund	1,647,494	0	1,647,494
Fund 202 - MAJOR STREETS FUND				
202	Major Sts, All Depts - Wages & Benefits	145,141	3,034	148,175
202-487-776.00	Major Sts - Materials & Supplies, Dept 487	7,500	(2,000)	5,500
202-488-776.00	Major Sts - Materials & Supplies, Dept 488	5,900	(2,400)	3,500
202-965-999.00	TRANSFER OUT - To Local Streets	135,000	1,366	136,366
202	Total Major Streets	293,541	(0)	293,541
Fund 203 - LOCAL STREETS FUND				
203	Local Sts, All Depts - Wages & Benefits	127,373	2,627	130,000
203-461-802.00	Local Sts - Contractual Services - Dept 461	4,500	(111)	4,389
203-465-776.00	Local Sts - Materials & Supplies - Dept 465	1,650	(650)	1,000
203-467-776.00	Local Sts - Materials & Supplies - Dept 467	1,500	(500)	1,000
203-930-699.00	TRANSFER IN - From Major Streets	(135,000)	(1,366)	(136,366)
203	Total Local Streets	23	0	23
Fund 208 - RECREATION FUND				
208-780	Recreation Dept - Wages & Benefits	72,070	1,441	73,511
208-780-776.00	Rec Dept - Materials & Supplies	6,000	(721)	5,279
208-780-906.00	Rec Dept - Entrance Fees	3,000	(720)	2,280
208	Total Recreation Department	81,070	0	81,070
Fund 226 - SOLID WASTE FUND				
226	Solid Waste, All Depts - Wages & Benefits	67,557	1,420	68,977
226	Net Revenues over Appropriations	25,118	(1,420)	23,698
226	Budgeted Ending Fund Balance	86,746	(1,420)	85,326
Fund 590 - SEWER FUND				
590-536	Sewer Fund - Wages & Benefits	413,900	8,433	422,333
590-536-781.00	Sewer Fund - Maintenance of Pump Equip	13,000	(3,433)	9,567
590-536-802.00	Sewer Fund - Contractual Services	50,000	(3,500)	46,500
590-536-922.00	Sewer Fund - Electricity	110,000	(1,500)	108,500
590-536	Total Sewer Fund	586,900	0	586,900
Fund 591 - WATER FUND				
591-536	Water Fund - Wages & Benefits	252,850	5,257	258,107
591-536-781.00	Water Fund - Maintenance of Pump Equip	25,000	(2,100)	22,900
591-536-801.00	Water Fund - Professional Services	12,000	(2,000)	10,000
591-536-922.00	Water Fund - Electricity	88,500	(1,157)	87,343
591-536	Total Water Fund	378,350	0	378,350
Fund 661 - EQUIPMENT POOL FUND				
661-770	Equipment Fund - Wages & Benefits	49,585	1,007	50,592
661-770-780.00	Equipment Fund - Vehicle & Equip Maint.	60,000	(1,007)	58,993
661-770	Total Equipment Fund	109,585	(0)	109,585

Budget Amendment Request

Budget Year 2016

Date: 7-14-16

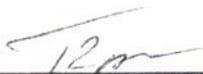
	Current Budget Amount	Proposed Increase	Proposed New Budget Amount
GL Name: <u>Professional Services</u> GL Number: <u>450-501-801.00</u>	\$0.00	\$40,500.00	\$40,500.00
GL Name: <u>Contractual Services</u> GL Number: <u>450-501-802.00</u>	\$0.00	\$180,000.00	\$0.00
GL Name: _____ GL Number: _____			

Proposed Funding Source to Cover Amendment Increases Above:

	Current Budget Amount	Proposed Change	Proposed New Budget Amount
Additional Revenue to: GL Name: _____ GL Number: _____			
GL Name: _____ GL Number: _____			
Reduction in Expense to: GL Name: _____ GL Number: _____			
GL Name: _____ GL Number: _____			
Change in Fund Balance:	\$512,048.00	(\$120,500.00)	\$391,548.00

Reason/Explanation for Requested Amendment:

To make the appropriate amendments to the budget to account for the 2016 street projects (Fitch St. and Sheridan Ct.). Council already approved the awarding of the bid. Now this approves the expenditure line items on the budget. The project will be paid for out of the Street Millage money (see attached budget rpt).

Dept Head Initials 

Council Approved On: _____

GL NUMBER	DESCRIPTION	2015 ACTIVITY	2015 AMENDED BUDGET	2016 COUNCIL APPR'D BUDGET
-----------	-------------	---------------	---------------------	----------------------------

Dept 000-GENERAL				
ESTIMATED REVENUES				
UNK REV		244,364	235,500	225,500
450-000-402.00	CURRENT PROPERTY TAXES	(9,227)	(16,000)	(17,500)
450-000-402.01	PROPERTY TAX CHARGEBACKS	0	0	0
450-000-410.00	DELINQUENT PERSONAL PROPERTY T	2,046	2,046	1,500
450-000-424.00	PAYMENTS IN LIEU OF TAXES	2,527	2,750	2,500
450-000-445.00	PENALTY & INTEREST ON TAXES	9,423	0	0
450-000-573.00	LOCAL COMMUNITY STABILIZATION STA	0	0	0
450-000-665.00	INTEREST	0	0	0
450-000-676.00	REIMBURSEMENTS & RESTITUTIONS	0	0	0
TOTAL UNK REV		245,133	224,296	212,000
TOTAL ESTIMATED REVENUES		249,133	224,296	212,000

Dept 500-STREET IMPROVEMENTS MISC EXP				
NET OF REVENUES/APPROPRIATIONS - 000-GENERAL				
249,133		224,296		212,000

Dept 500-STREET IMPROVEMENTS MISC EXP				
APPROPRIATIONS				
UNK EXP		5,068	9,500	0
450-500-801.00	PROFESSIONAL SERVICES	0	0	0
450-500-802.00	CONTRACTUAL SERVICES	0	0	0
450-500-804.00	PRINTING AND COPIES	0	0	0
450-500-955.00	MISCELLANEOUS	0	0	0
TOTAL UNK EXP		5,068	9,500	0
TOTAL APPROPRIATIONS		5,068	9,500	0

Dept 501-FITCH, SHERIDAN CT - LOCAL ST REPAIR				
NET OF REVENUES/APPROPRIATIONS - 500-STREET IMPROVEM				
(5,068)		(9,500)		0

Dept 501-FITCH, SHERIDAN CT - LOCAL ST REPAIR				
APPROPRIATIONS				
UNK EXP		0	0	0
450-501-801.00	PROFESSIONAL SERVICES	0	0	0
450-501-802.00	CONTRACTUAL SERVICES	0	0	0
TOTAL UNK EXP		0	0	0
TOTAL APPROPRIATIONS		0	0	0
NET OF REVENUES/APPROPRIATIONS - 501-FITCH, SHERIDAN				
0		0	0	0

Dept 965-TRANSFER OUT				
APPROPRIATIONS				
UNK EXP		218,646	218,646	0
450-965-999.00	TRANSFER OUT	218,646	218,646	0
TOTAL UNK EXP		218,646	218,646	0
TOTAL APPROPRIATIONS		218,646	218,646	0

Dept 965-TRANSFER OUT				
NET OF REVENUES/APPROPRIATIONS - 965-TRANSFER OUT				
(218,646)		(218,646)		0
ESTIMATED REVENUES - FUND 450				
249,133		224,296		212,000
APPROPRIATIONS - FUND 450				
223,714		228,146		0
NET OF REVENUES/APPROPRIATIONS - FUND 450				
25,419		(3,850)		212,000
BEGINNING FUND BALANCE				
274,629		274,629		300,048
ENDING FUND BALANCE				
300,048		270,779		512,048

Budget Amendment Request

Budget Year 2016

Date: 7-14-16

	Current Budget Amount	Proposed Increase	Proposed New Budget Amount
GL Name: <u>Professional Services</u> GL Number: <u>450-502-801.00</u>	\$0.00	\$5,000.00	\$5,000.00
GL Name: _____ GL Number: _____			
GL Name: _____ GL Number: _____			

Proposed Funding Source to Cover Amendment Increases Above:

	Current Budget Amount	Proposed Change	Proposed New Budget Amount
Additional Revenue to: GL Name: <u>Reimbursements</u> GL Number: <u>450-000-676.00</u>	\$0.00	\$5,000.00	\$5,000.00
GL Name: _____ GL Number: _____			
Reduction in Expense to: GL Name: _____ GL Number: _____			
GL Name: _____ GL Number: _____			
Change in Fund Balance:		\$0.00	\$0.00

Reason/Explanation for Requested Amendment:

College was initially going to partner with the City for some street paving work this summer. As in the past the invoices would flow through the City and the College would reimburse us. The College has now decided to go another route. This represents the costs incurred to date that are to be reimbursed to us.

Dept Head Initials TR

Council Approved On: _____

Resolution #2016-45

To Authorize Acceptance of USDA Grant for ADPS Vehicle

Background: The Albion City Council voted to approve the pre-application of a USDA grant for Police Vehicles on November 14, 2014.

The City of Albion received notification on July 12, 2016, of being awarded the USDA grant in the amount of \$21,250. A local match will be required for the balance of the cost.

The USDA requires notification of the acceptance of the grant by August 1, 2016.

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

RESOLVED, that the Albion City Council approves the acceptance of the USDA grant in the amount of \$21,250 towards the acquisition of a vehicle for the Albion Department of Public Safety.

I hereby certify that the above resolution was adopted on July 18, 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



November 5, 2014

City of Albion
Ms. Sheryl L. Mitchell, City Manager
12 W. Cass Street
Albion, MI 49224

RE: Police Vehicle

Dear Ms. Mitchell,

We reviewed the pre-application and it meets the eligibility requirements of the Community Facilities program. Form AD-622, Notice of Pre-application Review Action is enclosed.

For planning purposes, our records will show that the assistance recommended by Rural Development is a \$25,000 grant with an applicant contribution of \$22,000 for the purchase of a police patrol vehicle. Please submit the following items to complete the application:

- Affidavit of Publication and minutes for the public meeting. See detailed instructions below.
- Sign and return the following documents:
 - 442-7 Operating Budget
 - MI Exhibit A to 1942A & 1780
 - 1900-D Employee Relations Notice

You are advised against taking any actions or incurring any obligations, which would either limit the range of alternatives to be considered, or which would have an adverse effect on the environment. Satisfactory completion of the environmental review process must occur prior to the issuance of the Letter of Conditions.

General public meeting – Applicants should inform the general public regarding the development of any proposed project. Any applicant not required to obtain authorization by vote of its membership or by public referendum, to incur the obligations of the proposed loan or grant, will hold at least one public information meeting. The public should be notified of the meeting at least 10 days prior by newspaper publication and posting of notices. Supply the Grand Rapids Area Office with an affidavit of publication and minutes of the meeting. The public meeting must be held after the preapplication is filed and not later than loan approval.

Please contact me at (616) 942-4111 ext. 122 if you have questions or need additional information.

Sincerely,

Paul Bristol
Area Specialist

U.S. DEPARTMENT OF AGRICULTURE
**NOTICE OF PREAPPLICATION REVIEW
 ACTION**

From: USDA Rural Development
 (Department, bureau, or establishment)

Agency Number

To: City of Albion
 12 W. Cass Street
 Albion, MI 49224

Reference Your Preapplication
 Number _____
 Dated: _____

1. We have reviewed your preapplication for Federal assistance under CFDA 10.766 and have determined that your proposal is:
 - eligible for funding by this agency and can compete with similar applications from other grantees.
 - eligible but does not have the priority necessary for further consideration at this time.
 - not eligible for funding by this agency.
2. Therefore, we suggest that You:
 - file a formal application with us by (date) 12-01-2015
 - file an application with _____ (Suggested Federal agency).
 - find other means of funding this project.
3. Based upon the funds available for this program over the last two fiscal years and the number of applications reviewed, or pending, we anticipate that funds for which you are competing will be available after (month, year) 10-14.
4. You requested \$ 25,850.00 Federal funding in your preapplication form, and we:
 - are agreeable to consideration of approximately this amount in the formal application.
 - will need to analyze the amount requested in more detail.
5. A preapplication conference will be _____ necessary not necessary. We are recommending that it be held at _____, on _____, at _____ a.m./p.m. Please contact the undersigned for confirmation.
6. Enclosures: _____ Forms _____ Instructions Other (Specify) _____
7. Other Remarks:
 Please see attached cover letter.

Signature	Title Area Specialist	Date 11-05-2014
Organizational Unit Rural Development	Administrative Office Grand Rapids A/O	Telephone Number (616) 942-4111

Address
 3260 Eagle Park Dr., Suite 107
 Grand Rapids, MI 49525

NOTE: This form will be used by Federal agencies to inform applicants of the results of a review of their preapplication request for Federal assistance. When the review cannot be performed within 45 days, the applicant shall be informed by letter as to when the review will be completed. When Federal agencies determine that the proposal is not eligible for Federal assistance, specific reasons should be provided in Item 7 Other Remarks.

Name Albion, City Of	Address 112 West Cass Street	Albion, MI 49224-
Applicant Fiscal Year From 1/1 To 12/31	County Calhoun	State (Including ZIP Code) MI 49224-

	20	20	20	20	First Full Year
	(1)	(2)	(3)	(4)	(5)
OPERATING INCOME					
1. TOTAL (Too Many Rows to Display)	0	0	0	0	4,633,516
2. _____					
3. _____					
4. _____					
5. Miscellaneous	0	0	0	0	0
6. Less: Allowances and Deductions	()	()	()	()	()
7. Total Operating Income (Add Lines 1 through 6)	0	0	0	0	4,633,516
OPERATING EXPENSES					
8. TOTAL (Too Many Rows to Display)	0	0	0	0	4,631,493
9. _____					
10. _____					
11. _____					
12. _____					
13. _____					
14. _____					
15. Interest (RD)	0	0	0	0	0
16. Depreciation	0	0	0	0	0
17. Total Operating Expense (Add lines 8 through 16)	0	0	0	0	4,631,493
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	0	0	0	0	2,023
NONOPERATING INCOME					
19. _____					
20. _____					
21. Total Nonoperating Income (Add Lines 19 and 20)	0	0	0	0	0
22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2)	0	0	0	0	2,023

Budget and Projected Cash Flow Approved by Governing Body

Attest: Jill Domingo Secretary 11-19-14 Date
Sheryl A. Mitchell Appropriate Official 11-19-14 Date

PROJECTED CASH FLOW

Schedule 2

	20	20	20	20	First Full Year
A. Line 22 from Schedule 1 Income (Loss)	0	0	0	0	2,023
Add					
B. Items in Operations not Requiring Cash:					
1. Depreciation (Line 16, Schedule 1)	0	0	0	0	0
2. Others: _____	0	0	0	0	0
C. Cash Provided from:					
1. Proceeds from RD loan/grant	0	0	0	0	25,000
2. Proceeds from others	0	0	0	0	0
3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities	0	0	0	0	0
4. Decrease (Increase) in Accounts Receivable, inventories and Other Current Assets (Exclude Cash)	0	0	0	0	0
5. Other: _____	0	0	0	0	0
6. _____	0	0	0	0	0
D. Total all A, B and C Items	0	0	0	0	27,023
E. Less: Cash Expended for:					
1. All Construction, Equipment and New Capital Items (Loan and grant funds)	0	0	0	0	47,000
2. Replacement and Additions to Existing Property, Plant and Equipment	0	0	0	0	0
3. Principal Payment RD Loan	0	0	0	0	0
4. Principal Payment Other Loans	0	0	0	0	0
5. Other: _____	0	0	0	0	0
6. Total E 1 through 5	0	0	0	0	0
Add					47,000
F. Beginning Cash Balances	0	0	0	0	1,092,399
G. Ending Cash Balances (Total of D minus E 6 plus F)	0	0	0	0	1,072,422
Item G Cash Balances Composed of:					
Construction Account	0	0	0	0	0
Revenue Account	0	0	0	0	0
Debt Payment Account	0	0	0	0	0
O&M Account	0	0	0	0	0
Reserve Account	0	0	0	0	0
Funded Depreciation Account	0	0	0	0	0
Others: _____	0	0	0	0	0
Total - Agrees with Item G	0	0.00	0.00	0.00	0.00

BUDGET ATTACHEMNT

Income Detail

<u>Income Source</u>	<u>Year1_0</u>	<u>Year2_0</u>	<u>Year3_0</u>	<u>Year4_0</u>	<u>First Full Year</u>
Tax Receipts	0.00	0.00	0.00	0.00	3,476,126.00
Other	0.00	0.00	0.00	0.00	2,000.00
Local	0.00	0.00	0.00	0.00	100.00
Other	0.00	0.00	0.00	0.00	35,000.00
Other	0.00	0.00	0.00	0.00	300.00
Tax Receipts	0.00	0.00	0.00	0.00	1,035,490.00
Other	0.00	0.00	0.00	0.00	40,000.00
Other	0.00	0.00	0.00	0.00	1,000.00
Other	0.00	0.00	0.00	0.00	20,000.00
Other	0.00	0.00	0.00	0.00	1,500.00
Other	0.00	0.00	0.00	0.00	22,000.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Less: Allowances and	0.00	0.00	0.00	0.00	0.00
TOTALS					4,633,516

Expense Detail

<u>Expense Source</u>	<u>Year1_0</u>	<u>Year2_0</u>	<u>Year3_0</u>	<u>Year4_0</u>	<u>First Full Year</u>
Administrative/Offic	0.00	0.00	0.00	0.00	71,241.00
Other	0.00	0.00	0.00	0.00	72,668.00
General Government	0.00	0.00	0.00	0.00	89,500.00
General Government	0.00	0.00	0.00	0.00	101,681.00
General Government	0.00	0.00	0.00	0.00	36,003.00
General Government	0.00	0.00	0.00	0.00	213,420.00
General Government	0.00	0.00	0.00	0.00	70,181.00
General Government	0.00	0.00	0.00	0.00	143,706.00
General Government	0.00	0.00	0.00	0.00	160,000.00
Other	0.00	0.00	0.00	0.00	1,600.00
General Government	0.00	0.00	0.00	0.00	8,000.00
Public Safety	0.00	0.00	0.00	0.00	2,840,235.00
General Government	0.00	0.00	0.00	0.00	38,000.00
General Government	0.00	0.00	0.00	0.00	14,481.00
General Government	0.00	0.00	0.00	0.00	79,694.00
Repairs/Maintenance	0.00	0.00	0.00	0.00	250,422.00
Repairs/Maintenance	0.00	0.00	0.00	0.00	39,053.00
Engineering	0.00	0.00	0.00	0.00	7,199.00
General Government	0.00	0.00	0.00	0.00	17,500.00
General Government	0.00	0.00	0.00	0.00	167,325.00
General Government	0.00	0.00	0.00	0.00	175,416.00
Depreciation	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Administrative/Offic	0.00	0.00	0.00	0.00	34,168.00
TOTALS					4,631,493

Calculations as of 12/31/2013

DEPARTMENT	DESCRIPTION	2012 ACTIVITY	2013 ACTIVITY THRU 12/31/13	2014 ORIGINAL BUDGET	2014 AMENDED BUDGET
ESTIMATED REVENUES					
000					
209	ASSESSING	3,454,928	3,625,319	3,476,126	3,476,126
260	FINANCE/TREASURER	2,227	1,966	2,000	2,000
276	CEMETERY	6,300	5,729	100	100
304	DISPATCH	41,324	43,489	35,000	35,000
308	ANIMAL CONTROL		24,347		
345	PUBLIC SAFETY		100	300	300
371	BUILDING INSPECTION	82,110	56,920	1,035,490	1,035,490
400	CITY PLANNING	7,190	4,737	40,000	40,000
422	CODE ENFORCEMENT	1,505	1,647	1,000	1,000
775	PARKS	19,442	26,478	20,000	20,000
776	RIEGER PARK POND PROJECT	2,023	1,950	1,500	1,500
930	TRANSFER IN		500		
		17,000	17,000	22,000	22,000
TOTAL ESTIMATED REVENUES		3,634,049	3,810,178	4,633,516	4,633,516
APPROPRIATIONS					
101	CITY COUNCIL				
172	CITY MANAGER	34,926	34,761	34,168	34,168
209	ASSESSING	64,728	66,123	71,241	71,241
210	ATTORNEY	70,301	71,396	72,668	72,668
215	CLERK	78,231	97,549	89,500	89,500
226	HUMAN RESOURCES		450	101,681	101,681
260	FINANCE/TREASURER	41,473	42,680	36,003	36,003
265	MUNICIPAL BUILDING	332,880	307,169	213,420	213,420
276	CEMETERY	73,184	74,000	70,181	70,181
304	DISPATCH	126,456	135,462	143,706	143,706
306	PPO PROGRAM	168,890	212,919	160,000	160,000
308	ANIMAL CONTROL	1,439	1,157	1,600	1,600
345	PUBLIC SAFETY	8,268	7,291	8,000	8,000
371	BUILDING INSPECTION	1,788,441	1,824,164	2,840,235	2,840,235
400	CITY PLANNING	10,436	8,716	38,000	38,000
422	CODE ENFORCEMENT	12,639	14,390	14,481	14,481
442	CITY MAINTENANCE	77,423	71,746	79,694	79,694
444	TREE TRIMMING	241,726	155,435	250,422	250,422
447	ENGINEERING	8,300	13,498	39,053	39,053
526	EPA LANDFILL	7,687	8,789	7,199	7,199
775	PARKS	11,624	9,030	17,500	17,500
895	GENERAL APPROPRIATION	153,213	167,114	167,325	167,325
965	TRANSFER OUT	251,955	252,031	175,416	175,416
		3,000			
TOTAL APPROPRIATIONS		3,587,220	3,575,870	4,631,493	4,631,493
NET OF REVENUES/APPROPRIATIONS - FUND 101		46,829	234,308	2,023	2,023
	BEGINNING FUND BALANCE				
	FUND BALANCE ADJUSTMENTS	787,613	928,312		
	ENDING FUND BALANCE	93,870	1,162,620		

*CAP
 endowment*

U.S. DEPARTMENT OF AGRICULTURE (USDA)

CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS/LAWS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certifications included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the United States of America determines to award the covered transaction, grant, or cooperative agreement.

ELIGIBILITY CERTIFICATION

I hereby certify that the below signed applicant is unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms.

No outstanding judgment has been obtained and recorded by the United States of America in a Federal Court (other than in the United States Tax Court).

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (Form AD-1047)

As required by Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017, Section 3017.510.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DRUG-FREE WORKPLACE REQUIREMENTS (Form AD-1049)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3017, Subpart F, Section 3017.600 for grantees.

A. The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees

- about- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, State, zip code):

12 W. Cass Street

Albion, MI 49224

LOBBYING (Exhibit A-1 to Instruction 1940-Q)

As required by 7 CFR Part 3018 for persons entering into a grant, cooperative agreement or contract over \$100,000, or loan or loan guarantee over \$150,000, as defined at 7 CFR Part 3018, the undersigned certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts and subgrants, and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EQUAL OPPORTUNITY AGREEMENT (Form RD 400-1)

Pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246, as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the United States of America (the Government) to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds

\$10,000 -- unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Government, advising the said labor union or workers' representative of the contractor's commitments under this agreement, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the Government, USDA, Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as provided by Law.
- (g) The contractor will include the provisions of this paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required "Compliance Statement", Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with the Government and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary that it will furnish to the Government and the Secretary such information such as, but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist the Government in the discharge of its primary responsibility for securing compliance.
6. To refrain from entering into any contract, or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Government or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the Government may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

ASSURANCE AGREEMENT (Form RD 400-4)

The Recipient hereby assures the U.S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, regulations promulgated thereunder, 7 C.F.R. § 1901.22. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Government or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provision of this agreement and the regulations, and in such manner as the Government or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation of this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS (Form RD 1910-11)

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclosure on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

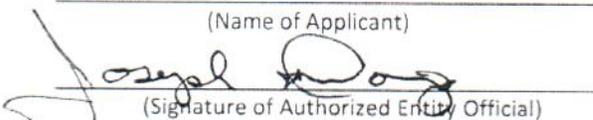
CERTIFICATION: As the duly authorized representative of the applicant, I hereby certify the applicant will comply with the above applicable certification(s) and the project is consistent with area wide comprehensive development plans.

(SEAL)

ATTEST:


 (Signature of Attesting Official)
Jill Domingo, Clerk
 (Title of Attesting Official)

City of Albion

 (Name of Applicant)

 (Signature of Authorized Entity Official)
Joseph Domingo, Mayor
 (Title of Authorized Entity Official)

12 W. Cass Street
 (Address)

Albion, MI 49224
 (City, State and Zip Code)



1900 D Employee Relations Notice

IDENTIFYING AND REPORTING RURAL DEVELOPMENT ASSISTANCE TO RURAL DEVELOPMENT EMPLOYEES, RELATIVES AND ASSOCIATES

To assure the high standards of honesty, integrity, and impartiality maintained by Rural Development employees, we need to identify any Rural Development assistance to be provided to Rural Development employees, their relatives, or their business or close personal associates. This includes insured or guaranteed, loans or grants, to individuals or organizations. If you know of any relationship or association you may have with a Rural Development employee or closing agent, please attach the information requested below. Your response will allow us to make special provisions for processing, but will not affect your application status. Thank you for your cooperation.

Please check one of the following statements and return with your application.

To our knowledge we have no relationship or association with any Rural Development employee.

We have a relationship or association with the following Rural Development employees. Please list the employee's name, office location and a description of the relationship or association.

Sheryl L. Mitchell
Ms. Sheryl L. Mitchell

11.19.14
Date

City of Albion

Rural Development • Grand Rapids Area Office
3260 Eagle Park Dr., Suite 107 • Grand Rapids, MI 49525
Voice (616) 942-4111 ext. 6 • Fax (855) 729-8874 • TTY (800) 649-3777

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Resolution #2016-46

**To Approve Michigan Municipal League (MML) Liability and Property Insurance
Renewal**

Background: The City of Albion participates in the Michigan Municipal League Liability & Property Pool to obtain comprehensive property, general liability, auto liability, public officials' liability insurance and related services.

The 2016 annual premium for the insurance and related services for the City of Albion for is \$174,825. In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2016. The City's portion of the dividend return is \$21,000. The City will receive this dividend in the month following payment of the 2016 renewal premium.

Albion City Code, Section 2-384, provides that purchases exceeding \$5,000 require City Council approval.

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

RESOLVED, that the Albion City Council approves the renewal of the Michigan Municipal League (MML) Liability and Property Insurance Policy, in the amount of \$174,825.

I hereby certify that the above resolution was adopted on July 18, 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



michigan municipal league

Liability & Property Pool

Proposal

for the

City of Albion

Presented By:

Jim Newman, LUTCF
Meadowbrook® Insurance Group, Service Provider
(517) 243-5865

July 14, 2016

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League, and serviced by Meadowbrook Insurance Group. Since 1982, the Pool has been a stable source of comprehensive municipal insurance and risk management services. It is financially secure and positioned for long-term stability.

The League administrative staff and the dedicated Pool staff at Meadowbrook Insurance Group are municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Albion**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Albion** for an annual premium of **\$174,825** (In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2016. The City's portion of the dividend return is **\$21000**. The City will receive this dividend in the month following payment of your 2016 renewal premium.)

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--|-------------------------------------|
| ✓ 400 Public Entity Members | ✓ 188 Water Utilities |
| ✓ 852 Licensed Emergency Medical Technicians | ✓ 7,000 Vehicles |
| ✓ 440 Licensed Paramedics | ✓ 19 Electric Utilities |
| ✓ 143 Fire Departments | ✓ 25 Municipal Marinas |
| ✓ 184 Law Enforcement Agencies | ✓ \$4.15 Billion of Property Values |
| ✓ 5,535 Miles of Streets/Roads | ✓ 205 Sewer Operations |

These local communities are current Pool members:

City of Adrian
City of Jackson
Village of Brooklyn

Coverage and Cost Summary City Of Albion

Effective 07-01-2016 to 07-01-2017

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$10,000,000	N/A	\$10,000
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$10,000,000	N/A	\$10,000
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$10,000,000	N/A	\$10,000
Law Enforcement Liability (Coverages A, B, and D)	\$10,000,000	N/A	\$10,000
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$10,000
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability (Coverages A, B, and D)	\$25,000	\$50,000	N/A
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$10,000

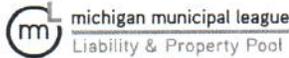
# Vehicles	Comp	Coll
3	NO COV	NO COV
62	\$1,000	\$1,000

Agreed Amount, if applicable 3 Vehicles for a total of \$1,879,744

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$10,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$43,773,424	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$250
Camera & Video Equipment	\$114,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractors Equipment	\$988,380	N/A	\$250



Coverage and Cost Summary City Of Albion

Effective 07-01-2016 to 07-01-2017

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$500,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$150,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$200,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$50,000	\$50,000	\$250
Tripp, German Shepherd	\$10,000	N/A	\$250
Valuable Papers	\$300,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer/Finance Director	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$174,825.

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Albion Has . . .

- ✓ \$1,727,383. Annual Payroll
- ✓ \$44,336,158 of total values for real and personal property
- ✓ 19 Law Enforcement Officers
- ✓ 61 Vehicles

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):	
Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes
2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):	
NO ADDITIONAL PREMIUM	

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Cyber Liability Coverage Sublimit—MML233 (07/13)
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Employee benefit liability
- ✓ Pollution coverage for Hazardous Response Teams

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Aircraft Liability
- ✓ Breach of contract
- ✓ Failure of dams
- ✓ Backup of Sewers and Drains (exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability)
- ✓ Criminal activity / Intentional acts with knowledge of wrongdoing
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Expected or intended injury
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians

Public Officials Liability Coverage

"Wrongful Acts", including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials' liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual's right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Assault or battery
- ✓ Violation of civil rights
- ✓ Improper service of suit
- ✓ Jail operations
- ✓ Coverage assumes officers act with intent
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control engineers
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.