

## CITY COUNCIL REGULAR MEETING AGENDA



*Meetings: First and Third Mondays - 7:00 p.m.  
Tuesday, January 18, 2022*

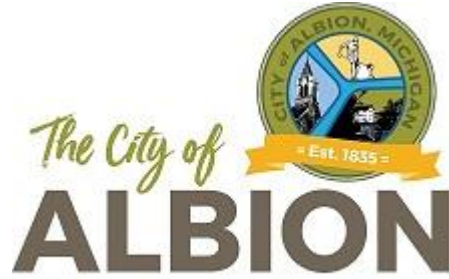
City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

### PLEASE TURN OFF CELL PHONES DURING MEETING

Page

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA  
(Includes any proposed additions, deletions or changes to the agenda)
  - A. AGENDA
- VI. PRESENTATIONS AND RECOGNITIONS
- VII. PUBLIC HEARING
- VIII. PUBLIC COMMENTS  
(Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- IX. CLOSED SESSION
- X. CONSENT CALENDAR (VV) (ITEMS)  
(Items on Consent Calendar are voted on as one unit)
  - 3 - 11 A. JANUARY 3, 2022 MINUTES  
[CITY COUNCIL - 03 Jan 2022 - Minutes - Pdf](#)
- XI. ITEMS FOR INDIVIDUAL DISCUSSION
  - 12 - 14 A. DISCUSSION/APPROVE 2ND READING & ADOPTION ORDINANCE # 2022-01, AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE II, TO AMEND SECTION 58-33, CODE ADOPTED  
[Output Document \(AIR-21-385\) - Pdf](#)
  - 15 - 16 B. APPROVE RESOLUTION # 2022-01, THE 2022–2026 FIVE-YEAR COMMUNITY RECREATION PLAN

- [Output Document \(AIR-22-394\) - Pdf](#)
- 17 - 26 C. APPROVE RESOLUTION #2022-02 - A RESOLUTION TO APPROVE CONTRACT #21-5405 WITH MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)  
[Output Document \(AIR-22-396\) - Pdf](#)
- 27 - 39 D. APPROVE FEE SCHEDULE AMENDMENT FOR VALUATION-BASED BUILDING PERMIT FEE SCHEDULE  
[Output Document \(AIR-22-397\) - Pdf](#)
- 40 E. DISCUSSION PARAMETERS FOR RENTAL CERTIFICATION SUBCOMMITTEE  
[Output Document \(AIR-22-395\) - Pdf](#)
- 41 - 45 F. APPROVE PROFESSIONAL ENGINEERING SERVICES FOR HAVEN ROAD IMPROVEMENTS  
 [2021.12.16 Haven Proposal](#)
- G. APPROVE BOARDS & COMMISSION APPOINTMENTS:  

  - NIDIA WOLF, INCOME TAX REVIEW BOARD, INITIAL APPOINTMENT, TERM TO EXPIRE 1-18-2025
  - HOLLY ZBLEWSKI, INCOME TAX REVIEW BOARD, INITIAL APPOINTMENT, TERM TO EXPIRE 1-18-2025
- XII. FUTURE AGENDA ITEMS
- XIII. PUBLIC COMMENTS  
(Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)
- XIV. CITY MANAGER REPORT
- 46 - 48 A. [CM Report 1.18.22](#)
- XV. MAYOR AND COUNCIL MEMBER COMMENTS
- XVI. MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)
- XVII. ROLL CALL
- XVIII. ADJOURN



**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
 Monday, January 3, 2022 @ 7:00 PM  
 City Council Chambers

**I CALL TO ORDER**

Mayor Snyder called the meeting to order at 7:00 p.m.

**II MOMENT OF SILENCE TO BE OBSERVED**

**III PLEDGE OF ALLEGIANCE**

**IV ROLL CALL**

PRESENT: Donovan Williams (1); Lenn Reid (2); Nora Jackson (3);  
 Shane Williamson (6) and Mayor Victoria Snyder

ABSENT: Marcola Lawler (4) and Linda LaNoue (5)

ADMINISTRATION: Haley Snyder, City Manager; Yvonne Ridge,  
 Assistant City Manager; Cullen Harkness, City Attorney; Jill Domingo,  
 City Clerk; Tom Mead, Finance Director/Treasurer; Scott Kipp, Chief  
 Public Safety and Ian Arnold, Director Planning & Building

**V APPROVAL OF AGENDA**

(Includes any proposed additions, deletions or changes to the agenda)

**A. AGENDA**

Moved by (3) Jackson, seconded by (6) Williamson

*To approve agenda as presented*

	<b>For</b>	<b>Against</b>	<b>Abstained</b>	<b>Absent</b>
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Reid (2)	x			
Williams (1)	x			
Jackson (3)	x			
Lawler (4)				x
LaNoue (5)				x
Williamson (6)	x			
Snyder Mayor	x			
	5	0	0	2

Carried

**VI PRESENTATIONS AND RECOGNITIONS****A. WORKFORCE DEVELOPMENT INSTITUTE AND ACCESS FOR ALL APPRENTICESHIP READINESS TRAINING PROGRAM**

Sam Daugherty, Southwest Director of Operations, Michigan Works and JoAnn Bailey Access for All Instructor provided the following information on the Workforce Development Institute:

- Program was developed by the construction building trades
- The program includes 272 hours of training centered around the construction trade industry
- Training includes:
  - OSHA 30
  - First Aid//CPR
  - Lead, Asbestos and Silica Awareness
  - North America's Building Trades Union Certification
  - Blueprint Reading and Construction Math
- Minimum Requirements:
  - High School Diploma or GED
  - 18+years of age
  - Experience in the Building Trades a Plus
  - Reinstatement Assistance Available
- The next training begins the end of January, 2022 and is a 9 week program
- The program provides virtual and in-person training with intense math skills
- The program provides:
  - \$200 Stipend
  - Books
  - Safety Equipment
  - Technology (laptop and internet access if necessary)
- In-person training will be held on Saturdays at the Department of Water in Jackson

- Programs are funded through grants and local partnerships
- No cost to students
- Great opportunity for Albion residents

Comments were received from Council Member Williams and Mayor Snyder

#### B. INTRODUCTION OF ASSISTANT CITY MANAGER YVONNE RIDGE

City Manager introduced Assistant City Manager Yvonne Ridge

### VII PUBLIC HEARING

#### A. PROPOSED 2022–2026 FIVE-YEAR COMMUNITY RECREATION PLAN

Mayor Snyder opened the public hearing at 7:20 p.m.

No public comments were received

Comments from Council Member Reid were as follows:

- Does this plan have the financial ability to have someone in the parks several times a week?
- Due to COVID and the water fountains not able to function, can water be provided at the parks?
- Would like to see supervision at the parks due to damage that has occurred

City Manager Snyder stated this plan is for upcoming projects related to City parks. The city employs two people for the Parks Department that are in the parks everyday

Mayor Snyder closed the public hearing at 7:24 p.m.

### VIII PUBLIC COMMENTS

(Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)

Comments were received from Jim Stuart, 205 W. Oak St; Elaine Gott, 307 S. Ionia St; Garrett Brown, 1016 S. Superior St and Staci Stuart, 205 W. Oak St

### IX CLOSED SESSION- None

**X CONSENT CALENDAR (VV) (items)**

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

- A. DECEMBER 15, 2021 STUDY SESSION MINUTES  
DECEMBER 20, 2021 REGULAR SESSION MINUTES

Moved by (6) Williamson, seconded by (3) Jackson

*Approve Consent Calendar as presented*

	<b>For</b>	<b>Against</b>	<b>Abstained</b>	<b>Absent</b>
Reid (2)	x			
Williams (1)	x			
Jackson (3)	x			
Lawler (4)				x
LaNoue (5)				x
Williamson (6)	x			
Snyder Mayor	x			
	5	0	0	2

Carried

**XI ITEMS FOR INDIVIDUAL DISCUSSION**

- A. DISCUSSION/APPROVE 1ST READING ORDINANCE # 2022-01, AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE II, TO AMEND SECTION 58-33, CODE ADOPTED

AIR-21-385

Comments were received from City Attorney Harkness

Moved by (3) Jackson, seconded by (6) Williamson

AIR-21-385

*Approve 1st Reading Ordinance # 2022-01, An Ordinance to Amend Chapter 58, Article II, To Amend Section 58-33, Code Adopted*

	<b>For</b>	<b>Against</b>	<b>Abstained</b>	<b>Absent</b>
Reid (2)	x			
Williams (1)	x			
Jackson (3)	x			
Lawler (4)				x

CITY COUNCIL REGULAR MEETING  
January 3, 2022

LaNoue (5)				x
Williamson (6)	x			
Snyder Mayor	x			
	5	0	0	2

Carried

B. APPROVE CITY HALL BACK DOOR REPLACEMENT EXPENDITURE

AIR-21-391

Comments were received from City Manager Snyder

Moved by (3) Jackson, seconded by (6) Williamson

*Approve City Hall Back Door Replacement Expenditure*

	<b>For</b>	<b>Against</b>	<b>Abstained</b>	<b>Absent</b>
Reid (2)	x			
Williams (1)	x			
Jackson (3)	x			
Lawler (4)				x
LaNoue (5)				x
Williamson (6)	x			
Snyder Mayor	x			
	5	0	0	2

Carried

C. DISCUSSION/APPROVE CREATING A RENTAL CERTIFICATION COMMITTEE

AIR-21-392

Comments were received from Council Members Williamson; Williams and Reid; Mayor Snyder; City Manager Snyder and Director of Planning & Building Arnold

Council Members Williams, Reid and LaNoue have expressed interest in serving on the rental certification committee

Moved by (3) Jackson, seconded by (6) Williamson

AIR-21-392

CITY COUNCIL REGULAR MEETING  
January 3, 2022

*Approve Creating a Rental Certification Committee with Council Members Reid, Williams and LaNoue*

	<b>For</b>	<b>Against</b>	<b>Abstained</b>	<b>Absent</b>
Reid (2)	x			
Williams (1)	x			
Jackson (3)	x			
Lawler (4)				x
LaNoue (5)				x
Williamson (6)	x			
Snyder Mayor	x			
	5	0	0	2

Carried

**D. DISCUSSION/APPROVAL OF ADDING STUDY SESSIONS AT 6:30PM PRIOR TO EACH REGULAR COUNCIL MEETING**

AIR-21-393

Comments were received from Council Members Jackson, Reid and Williamson; City Attorney Harkness and City Manager Snyder

Moved by (6) Williamson, seconded by (3) Jackson

AIR-21-393

*Discussion/Approval of Adding Study Sessions at 6:30pm Prior To Each Regular Council Meeting*

	<b>For</b>	<b>Against</b>	<b>Abstained</b>	<b>Absent</b>
Reid (2)		x		
Williams (1)	x			
Jackson (3)	x			
Lawler (4)				x
LaNoue (5)				x
Williamson (6)	x			
Snyder Mayor	x			
	4	1	0	2

Carried

**XII FUTURE AGENDA ITEMS**



City Manager Snyder stated she will be re-sending the doodle poll for the two January Study Sessions

### XIII PUBLIC COMMENTS

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

Comments were received from Jim Stuart, 205 W. Oak St; Jim Haadsma, 62nd District Representative; David Gilbert, Calhoun County Prosecutor; Staci Stuart, 205 W. Oak St; Elvarene Showers, 805 Valhalla Dr; Council Member LaNoue and Gary Tompkins, Calhoun County Commissioner

### XIV CITY MANAGER REPORT

City Manager Snyder provided the following City Manager Report:

- **MME Winter Institute**-I will be attending the Michigan Municipal Executives Winter Institute in Troy, Michigan January 25th -28th
- **City Hall Operations**-City Hall's front lobby is open to the public Monday-Friday from 10a-3p. Residents are encouraged to continue to utilize the front drop box (**no cash payments allowed**) and online payment option for property tax and utility billing payments. Residents can call anytime during regular business hours to schedule an appointment to handle any other department business
- **Virtual Meetings**-As of December 31, 2021, the only exception for an elected official/board member to join a meeting virtually under the OMA is due to military service. The legislation has not extended the additional exceptions that were previously in place. Beginning January 17, 2022 public will either be able to attend council/commission meetings in-person or view the livestream via YouTube

### XV MAYOR AND COUNCIL MEMBER COMMENTS

Comments were received from Council Member Williamson and Mayor Snyder

### XVI MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)

Moved by (6) Williamson, seconded by (3) Jackson

*Excuse Council Member Lawler (4) and Council Member LaNoue*

	<b>For</b>	<b>Against</b>	<b>Abstained</b>	<b>Absent</b>
Reid (2)	x			
Williams (1)	x			
Jackson (3)	x			
Lawler (4)				x
LaNoue (5)				x
Williamson (6)	x			
Snyder Mayor	x			
	5	0	0	2

Carried

**XVII ROLL CALL**

PRESENT: Donovan Williams (1); Lenn Reid (2); Nora Jackson (3);  
Shane Williamson (6) and Mayor Victoria Snyder

ABSENT: Marcola Lawler (4) and Linda LaNoue (5)

ADMINISTRATION: Haley Snyder, City Manager; Yvonne Ridge,  
Assistant City Manager; Cullen Harkness, City Attorney; Jill Domingo,  
City Clerk; Tom Mead, Finance Director/Treasurer; Scott Kipp, Chief  
Public Safety and Ian Arnold, Director Planning & Building

**XVIII ADJOURN**

Moved by (6) Williamson, seconded by (3) Jackson

*Adjourn regular meeting*

*Mayor Snyder adjourned the regular meeting at 8:15 p.m.*

	<b>For</b>	<b>Against</b>	<b>Abstained</b>	<b>Absent</b>
Reid (2)	x			
Williams (1)	x			
Jackson (3)	x			
Lawler (4)				x
LaNoue (5)				x
Williamson (6)	x			
Snyder Mayor	x			
	5	0	0	2

CITY COUNCIL REGULAR MEETING  
January 3, 2022

Carried

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Jill A. Domingo, City Clerk

# CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



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**To:** CITY COUNCIL  
**Subject:** DISCUSSION/APPROVE 2ND READING & ADOPTION ORDINANCE # 2022-01,  
AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE II, TO AMEND SECTION  
58-33, CODE ADOPTED  
**Meeting:** CITY COUNCIL - 18 Jan 2022  
**Department:** Attorney  
**Staff Contact:** Cullen Harkness, City Attorney

## SUMMARY OF PREVIOUS COUNCIL ACTION:

1st Reading Approved at January 3, 2022 meeting

## ATTACHMENTS:

[Ordinance 2022-01](#)

**CITY OF ALBION  
ORDINANCE #2022-01**

AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE II, TO AMEND SECTION  
58-33, CODE ADOPTED

**Purpose and Finding:**

The City's trespass ordinance is out of compliance with state law in that the current penalty set by state law is up to 30 days in jail and/or a fine of up to \$250.00. The City's ordinance currently sets the penalty at 90 days and/or up to \$500.00, which is the city's default penalty. This modification will bring the ordinance into compliance with the state law maximum penalty and also essentially adopt the language from the state statute to make the City's ordinance more consistent. Approval is recommended.

THE CITY OF ALBION ORDAINS:

Section 1. Chapter 58, Article II, Section 58-33, of the Codified Ordinances of the City of Albion, is hereby amended as follows:

**ARTICLE II: OFFENSES INVOLVING PROPERTY**

**Sec. 58-33. Trespass**

1. Except as otherwise provided in subsection (2), a person shall not do any of the following:
  - a. Enter the lands or premises of another without lawful authority after having been forbidden to do so by the owner or occupant or the agent of the owner or occupant or a law enforcement officer.
  - b. Remain without lawful authority on the land or premises of another after being notified to depart by the owner or occupant or the agent of the owner or occupant or a law enforcement officer.
  - c. Enter or remain without lawful authority on fenced or posted farm property of another person without the consent of the owner or his or her lessee or agent. A request to leave the premises is not a necessary element for a violation of this subdivision. This subdivision does not apply to a person who is in the process of attempting, by the most direct route, to contact the owner or his or her lessee or agent to request consent.

2. Subsection (1) does not apply to a process server who is on the land or premises of another while in the process of attempting, by the most direct route, to serve process upon any of the following:
  - a. An owner or occupant of the land or premises.
  - b. An agent of the owner or occupant of the land or premises.
  - c. A lessee of the land or premises.
3. A person who violates subsection (1) is guilty of a misdemeanor punishable by imprisonment in the county jail for not more than 30 days or by a fine of not more than \$250.00, or both.
4. As used in this section, "process server" means a person authorized under the revised judicature act of 1961, 1961 PA 236, MCL 600.101 to 600.9947, or supreme court rule to serve process.

State Law Reference: MCL 750.552

Section 2. Severability. This ordinance and each article, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable, and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

This Ordinance shall take effect on February 17, 2022 after publication.

First Reading:

Second Reading & Adoption:

January 3, 2022

January 17, 2022

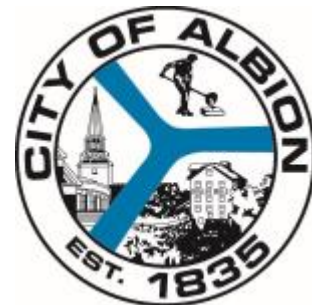
Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
Jill Domingo,  
Clerk

\_\_\_\_\_  
Victoria Garcia-Snyder,  
Mayor.

# CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



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**To:** CITY COUNCIL  
**Subject:** APPROVE RESOLUTION # 2022-01, THE 2022–2026 FIVE-YEAR COMMUNITY RECREATION PLAN  
**Meeting:** CITY COUNCIL - 18 Jan 2022  
**Department:** City Manager  
**Staff Contact:** Haley Snyder, City Manager

## ATTACHMENTS:

[Resolution 2022-01 Adopting Rec Plan Template](#)

**City of Albion  
CALHOUN COUNTY, MICHIGAN**

**RESOLUTION ADOPTING 2022-2026 PARKS AND RECREATION PLAN**

**RESOLUTION NO. 2022-01**

WHEREAS, the City of Albion has undertaken a Five-Year Parks and Recreation Plan which describes the physical features, existing recreation facilities and the desired actions to be taken to improve and maintain recreation facilities during the period between 2022 and 2026, and

WHEREAS, a public hearing was held on January 3, 2022 at the City Hall to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Parks and Recreation Plan, and

WHEREAS, the City of Albion has developed the plan for the benefit of the entire community and to adopt the plan as a document to assist in meeting the recreation needs of the community, and

WHEREAS, after concluding the public hearing, the City Council voted to adopt said Parks and Recreation Plan.

NOW, THEREFORE BE IT RESOLVED the City Council hereby adopts the City of Albion 2022-2026 Parks and Recreation Plan as a guideline for improving recreation for the residents of the Community.

Yeas:

Nays:

Absent:

I, Jill Domingo, City Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Albion City Council at a regular meeting thereof held on the 18<sup>th</sup> day of January, 2022.

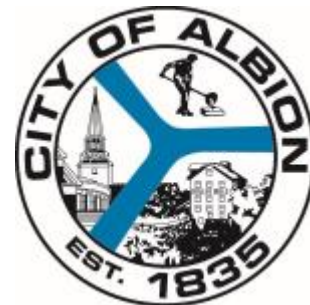
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Jill Domingo  
City Clerk



# CITY COUNCIL REGULAR MEETING

## AGENDA ITEM REPORT



**To:** City Council  
**Subject:** APPROVE RESOLUTION #2022-02 - A RESOLUTION TO APPROVE CONTRACT #21-5405 WITH MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)  
**Meeting:** CITY COUNCIL - 18 Jan 2022  
**Department:** City Manager  
**Staff Contact:** Haley Snyder, City Manager

### BACKGROUND INFORMATION:

The Michigan Department of Transportation (MDOT) released a notice on March 8, 2021, proposing to reconfigure a portion of M-199 (Michigan Avenue) between Ionia Street and Mingo Street. The current lane configuration throughout this section varies from two lanes in each direction to one lane with on-street parking. At the August 16, 2021, regular City Council Meeting, the Albion City Council approved the proposed reconfiguration option that includes two-lanes with on-street parking along the North and South side.

### ATTACHMENTS:

[Resolution 2022-02 MDOT Contract 207328 21-5405](#)

**Resolution #2022-02**

A RESOLUTION TO APPROVE CONTRACT #21-5405 WITH MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND AUTHORIZE THE MAYOR AND CLERK TO SIGN THE CONTRACT FOR THE CITY OF ALBION

**Purpose and Finding:** The Michigan Department of Transportation (MDOT) has prepared and proffered MDOT contract #21-5405 which provides for MDOT to construct permanent pavement markings for longitudinal lines and parking delineation along Highway I-94BL from Superior Street to Mingo Street. Upon completion of the project, the City shall operate and maintain the facilities in accordance with applicable law at no cost to MDOT, and shall replace pavement markings at least every two (2) years. The proffered contract is in good form and is acceptable to the City of Albion. The Mayor and Clerk should sign all contracts of this nature pursuant to the Albion City Charter, Section 15.1(b).

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

**RESOLVED**, that the terms of the MDOT contract #21-5405 are acceptable to the City of Albion and the Mayor and Clerk are directed to sign the contract on behalf of the City.

Date: January 18, 2022

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

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

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

I certify that this resolution was adopted by the City Council of the City of Albion at a regular council meeting on January 18, 2022.

\_\_\_\_\_  
Jill Domingo  
City of Albion Clerk

SPECIAL TRUNKLINE  
NON-ACT-51  
ADDED WORK

DA	
Control Section	HSIP 39000
Job Number	207328CON
Fed Project #	22A0211
Contract	21-5405

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ALBION, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to parking pavement marking in conjunction with the DEPARTMENT'S annual pavement marking contract, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning region wide pavement marking work on various trunkline routes; and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway I-94BL construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Permanent pavement marking installation for longitudinal lines and parking delineation along Highway I-94BL from Superior Street to Mingo Street; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The DEPARTMENT will construct the PROJECT at no cost to the CITY.
2. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall operate and maintain the facilities in accordance with applicable law at no cost to the DEPARTMENT. The CITY shall replace pavement markings at least once every two years.

3. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

4. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

5. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ALBION

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
Department Director MDOT

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



**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, 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, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B**  
**TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.



6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

**APPENDIX C****TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE  
AGREEMENTS WITH LOCAL AGENCIES****Assurance that Recipients and Contractors Must Make  
(Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

**The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).**

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

**The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**

# CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



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**To:** CITY COUNCIL  
**Subject:** APPROVE FEE SCHEDULE AMENDMENT FOR VALUATION-BASED BUILDING PERMIT FEE SCHEDULE  
**Meeting:** CITY COUNCIL - 18 Jan 2022  
**Department:** Planning & Building Department  
**Staff Contact:** Ian Arnold, Director Building & Planning

## ATTACHMENTS:

[Fee Schedule Amendment - State Valuation-Based Fee Schedule 1-13-22](#)  
[REVISED 2022 Fee Schedule 1-13-2022](#)

## City of Albion

Department of Planning and Building  
112 West Cass Street  
Albion, Michigan 49224

Phone: (517)-629-7189  
Email: [larnold@cityofalbionmi.gov](mailto:larnold@cityofalbionmi.gov)



### **Fee Schedule Amendment: State of Michigan Valuation-Based Fee Schedule.**

The service agreement we recently signed with SAFEBuilt requires us to use the Valuation Based fee schedule for building permit fees. This puts us in line with other cities, as we're now following the State of Michigan's standard for building permit fees.

This will result in some minor changes and increases to fees assessed for Building and Trade Permits but is part of the service agreement we signed.

Below are the textual changes to the fee schedule. Fees for building permits are calculated by the City's Building Official (SAFEBuilt) and are solely assessed by SAFEBuilt on behalf of the City.

This fee schedule insures that the City is taking in enough revenue from Building Permits to continue to pay for the services provided by SAFEBuilt.

#### **Amend 2022 Fee Schedule:**

##### **Building Department:**

**Remove CIS abbreviations, replace with SAFEBuilt, remove 10% Admin Fee.**

##### **Amend Building Inspection Fees, Demolition Fees, Property Maintenance Inspection Fees**

- **Fees to be based on State Valuation-Based fee schedule Per SAFEBuilt**

CITY OF ALBION, MICHIGAN  
2022 FEE SCHEDULE

Description	2022 Fee	Change	Explanation of Change
<i>GENERAL</i>			
City Charter-Copy	\$15.00	\$ -	
Ordinance Book – Soft Bound Copy	\$50.00	\$ -	
Ordinance Book – Hard Bound Copy	\$75.00	\$ -	
Ordinance Supplements -Copy	\$20.00	\$ -	
Comprehensive Master Plan 2017 - Copy	\$50.00	\$ -	
Returned Check Charge	\$25.00	\$ -	
Wedding - Mayor Officiating Fee	\$50.00	\$ -	
Special Event Alcohol Application Fee	\$50.00	\$ -	Council Approved 3/16/2020
Balance Request Fee (Taxes, Water, etc.) - Per Parcel	\$10.00	\$ -	
Bicycle License (Available @ No Charge)			
Notary Service Fee - Per Document	\$10.00	\$ -	
Assessment Card/Records Copy (3)	\$3/1 <sup>st</sup> page + 50c ea page after	\$ -	
Public Copying Charge	\$1/1 <sup>st</sup> page + 15c ea page after	\$ -	
Public Faxing Charge	\$3/1 <sup>st</sup> page + 50c ea page after	\$ -	
<i>CLERK</i>			
Trash Haulers License Fee - Annual	\$75.00	\$ -	
Large Donation Bin - Annual	\$250.00	\$ -	Council adopted 1/19/2021
All Vehicles for Hire License Fee - Annual	\$75.00	\$ -	
Taxi Drivers License Fee - Annual	\$20.00	\$ -	
Bed & Breakfast License Fee - Annual	\$50.00	\$ -	
Establishment Mechanical Amusement Device Fee:			
1 <sup>st</sup> Device	\$75.00	\$ -	
2-4 Devices	\$100.00	\$ -	
5-9 Devices	\$250.00	\$ -	
10+ Devices	\$500.00	\$ -	
Establishment Musical Device Fee - Annual	\$75.00	\$ -	
Peddler/Transient Merchant License:			
Resident - 24 hours	\$25	\$25	New - in response to demand
Resident - 30 days	\$50	\$ -	
Resident - 90 days	\$100.00	\$ -	
Resident - 1 year	\$250.00	\$ -	

CITY OF ALBION, MICHIGAN  
2022 FEE SCHEDULE

<i>Description</i>	<i>2022 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Non-Resident - 24 hours	\$50	\$50	New - in response to demand
Non-Resident - 30 days	\$100.00	\$ -	
Non-Resident - 90 days	\$200.00	\$ -	
Non-Resident - 1 year	\$400.00	\$ -	
Freedom of Information Requests (2)	Actual Costs (2)	\$ -	
Accident Reports & Police Reports -Copy (4)	\$3/1 <sup>st</sup> page + 50¢ ea page after	\$ -	
Publishing Public Notices for Development Projects	\$75.00	\$ -	
Voter Registration List	30¢ /page	\$ -	
Voter Registration List Mailing Labels	50¢ /page	\$ -	
<i>PUBLIC SAFETY</i>			
Criminal Background Checks	\$10.00	\$ -	
Audio Recordings	\$10.00	\$ -	
Video Recordings	\$20.00	\$ -	
Sex Offender Registration	\$50.00	\$ -	
Fingerprinting	\$25.00	\$ -	
PBT for Probationers:			
Resident	\$5.00	\$ -	
Non-Resident	\$10.00	\$ -	
License to Purchase Weapon	\$5.00	\$ -	
Housing Loose or Vicious Dog	\$25/day	\$ -	
Housing Loose or Vicious Dog – Extended Stay	\$35/day	\$ -	
<i>CEMETERY</i>			
Lot Purchase –Full Burial Plot (38"x96")			
Resident	\$650.00	\$ -	
Non-Resident	\$1,300.00	\$ -	
Lot Purchase – Half Burial Plot (38"x48")			
Resident	\$500.00	\$ -	
Non-Resident	\$1,000.00	\$ -	
Lot Purchase – Columbarium Niche			
Resident	\$500.00	\$ -	
Non-Resident	\$1,000.00	\$ -	
Lot Transfer Fee:			
Resident to Non-Resident (Excluding Immediate Family)	\$650.00	\$ -	
All Other Transfers	\$50.00	\$ -	
Perpetual Care	\$250.00	\$ -	

CITY OF ALBION, MICHIGAN  
2022 FEE SCHEDULE

<i>Description</i>	<i>2022 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
<b>Grave Opening/Closing Fee - Weekday</b>			
Full Burial Plot-Adult	\$650.00	\$ -	
Half Burial Plot (Infant (6), Child, Pet)	\$350.00	\$ -	
Cremation	\$250.00	\$ -	
Scatter of Cremation	\$200.00	\$ -	
Columbaria	\$350.00	\$ -	
<b>Grave Opening/Closing Fee - Saturday</b>			
Full Burial Plot-Adult	\$1,000.00	\$ -	
Half Burial Plot (Infant (6), Child, Pet)	\$500.00	\$ -	
Cremation	\$400.00	\$ -	
Scatter of Cremation	\$300.00	\$ -	
Columbaria	\$550.00	\$ -	
<b>Grave Opening/Closing Fee-Sunday/Holiday</b>			
Full Burial Lot-Adult	\$1,350.00	\$ -	
Half Burial Lot (Infant (6), Child, Pet)	\$700.00	\$ -	
Cremation	\$450.00	\$ -	
Scatter of Cremation	\$450.00	\$ -	
Columbaria	\$750.00	\$ -	
Interment Overtime Fee	\$100/hour	\$ -	
<b>Disinterment Fee - Weekday</b>			
Lots - (Plus Cost of Vault Company Services)	\$1,000.00	\$ -	
Cremation	\$550.00	\$ -	
<b>Disinterment Fee - Saturday</b>			
Lots - (Plus Cost of Vault Company Services)	\$1,450.00	\$ -	
Cremation	\$850.00	\$ -	
<b>Disinterment Fee - Sunday/Holiday</b>			
Lots - (Plus Cost of Vault Company Services)	\$2,000.00	\$ -	
Cremation	\$1,150.00	\$ -	
Foundations For Monument (per square inch)	61¢ sq. inch Minimum \$75.00	\$ -	
Removal of Old Foundation per Owner Request	61¢ sq. inch Minimum \$75.00	\$ -	
<b>PARKS &amp; RECREATION</b>			
<b>Pavilion or Shelter Reservations</b>			
Resident	\$75.00	\$ 20.00	Cover Clean-Up Costs
Non-Resident	\$100.00	\$ 15.00	Cover Clean-Up Costs
<b>Bandshell and Other Park Reservations</b>			
Resident	\$100.00	\$ -	

CITY OF ALBION, MICHIGAN  
2022 FEE SCHEDULE

<i>Description</i>	<i>2022 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Non-Resident	\$150.00	\$ -	
Weddings			
Resident	\$200.00	\$ -	
Non-Resident	\$300.00	\$ -	
Additional Picnic Tables/Barricades, etc. (Limited # Available)	\$250.00	\$ 50.00	People are breaking tables
Baseball Fields Reservations– MUST HAVE INSURANCE			
Daytime Usage (No Lights)	\$200.00 per day	\$ -	
Nighttime Usage (With Lights)	\$300.00 per day	\$ -	
Rental of Parks for Events and Tournaments			
Resident	\$150.00/day	\$ -	
Non-Resident	\$250/day	\$ -	
<i>PUBLIC SERVICES</i>			
After Hours Non-Emergency Call-In Fee	\$75.00	\$ -	
Driveway Entrance Permit	\$100.00	\$ -	
Right of Way Excavation Permit (Proof of Insurance required)	\$100.00	\$ -	
Soil Erosion Control Permit (Obtained Through Calhoun County)			
Tree Dump Pass - Annual (Available for Residents Only)	\$20.00	\$ 5.00	Starting to Compost
Contractor Pass - Annual	\$250.00	\$ -	
<i>WATER &amp; SEWER</i>			
After Hours Non-Emergency Call-In Fee	\$75.00	\$ -	
Water/Sewer Collection Cost Recovery Fee	\$60.00	\$ -	
Meter Install/Removal Fee	\$25.00	\$ -	
Payment Extension/Modification Fee	\$10.00	\$ -	
Video Recordings	\$25.00	\$5.00	Sewer Camera Charges
Water Connection Charge- (Capacity) - Based on Water Meter Size			
Water Meter Size- 5/8"	\$250.00	\$ -	
Water Meter Size- 3/4"	\$375.00	\$ -	
Water Meter Size- 1"	\$625.00	\$ -	
Water Meter Size- 1¼ "	\$875.00	\$ -	
Water Meter Size- 1 ½"	\$1,250.00	\$ -	
Water Meter Size- 2"	\$2,000.00	\$ -	
Water Meter Size- 3"	\$4,000.00	\$ -	
Water Meter Size- 4"	\$6,250.00	\$ -	
Water Meter Size- 6"	\$12,500.00	\$ -	



CITY OF ALBION, MICHIGAN  
2022 FEE SCHEDULE

<i>Description</i>	<i>2022 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Water Meter Size- 8"	\$20,000.00	\$ -	
Water Meter Size- 10"	\$28,750.00	\$ -	
<b>Sewer Connection Charge- (Capacity) - Based on Water Meter Size</b>			
Water Meter Size- 5/8"	\$310.57	\$21.67	Council Approved on 4/01/2019
Water Meter Size- 3/4"	\$465.85	\$32.50	Council Approved on 4/01/2019
Water Meter Size- 1"	\$776.45	\$54.17	Council Approved on 4/01/2019
Water Meter Size-1¼ "	\$1,087.01	\$75.84	Council Approved on 4/01/2019
Water Meter Size-1½"	\$1,552.87	\$108.34	Council Approved on 4/01/2019
Water Meter Size- 2 "	\$2,484.59	\$173.34	Council Approved on 4/01/2019
Water Meter Size- 3 "	\$4,969.19	\$346.69	Council Approved on 4/01/2019
Water Meter Size- 4 "	\$7,764.36	\$541.70	Council Approved on 4/01/2019
Water Meter Size- 6 "	\$15,528.14	\$1,083.36	Council Approved on 4/01/2019
Water Meter Size- 8 "	\$24,845.94	\$1,733.44	Council Approved on 4/01/2019
Water Meter Size-10"	\$35,716.04	\$2,491.82	Council Approved on 4/01/2019
Sewer Connection Permit/Inspection Fee	\$50.00	\$ -	
<b>Water Demand Charge - Based on Service Line Size - Per Quarterly Billing</b>			
Water Demand- 5/8"	\$24.00	\$ -	
Water Demand- 3/4"	\$36.00	\$ -	
Water Demand- 1"	\$60.00	\$ -	
Water Demand- 1¼"	\$84.00	\$ -	
Water Demand- 1½"	\$120.00	\$ -	
Water Demand- 2"	\$192.00	\$ -	
Water Demand- 3"	\$384.00	\$ -	
Water Demand- 4"	\$600.00	\$ -	
Water Demand - 6 "	\$1,200.00	\$ -	
Water Demand- 8"	\$1,920.00	\$ -	
Water Demand- 10"	\$2,760.00	\$ -	
<b>Water Consumption Charge -Per 100 cubic feet</b>			
Resident, Franchise Area (01/01/2012)	\$1.42	\$ -	

CITY OF ALBION, MICHIGAN 2022 FEE SCHEDULE			
<i>Description</i>	<i>2022 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Non-Resident, Non-Franchise Area	(Rate available at City Hall Finance Window from Utility Accountant)		
<b>Sewer Demand Charge - Based on Service Line Size - Per Quarterly Billing</b>			
Sewer Demand- 5/8"	\$37.30	\$4.55	Council Approved on 12/06/2021
Sewer Demand - 3/4"	\$56.95	\$6.95	Council Approved on 12/06/2021
Sewer Demand- 1"	\$102.51	\$12.51	Council Approved on 12/06/2021
Sewer Demand- 1¼"	\$191.35	\$23.35	Council Approved on 12/06/2021
Sewer Demand- 1½"	\$191.35	\$23.35	Council Approved on 12/06/2021
Sewer Demand - 2 "	\$306.39	\$37.39	Council Approved on 12/06/2021
Sewer Demand - 3 "	\$587.72	\$71.72	Council Approved on 12/06/2021
Sewer Demand- 4"	\$899.81	\$109.81	Council Approved on 12/06/2021
Sewer Demand- 6"	\$1,708.50	\$208.50	Council Approved on 12/06/2021
Sewer Demand- 8"	\$2,527.44	\$308.44	Council Approved on 12/06/2021
Sewer Demand- 10"	\$3,657.33	\$446.33	Council Approved on 12/06/2021
Sewer Consumption Charge - Per 100 cubic feet			Council Approved on 12/06/2021
Resident, Franchise Area (01-01-2012)	\$2.74	\$0.19	Council Approved 04/01/2019
Non-Resident, Non-Franchise Area	(Rate available at City Hall Finance Window from Utility Accountant)		
<b>PLANNING DEPARTMENT:</b>			
Permit to Raise Chickens (Valid for 2 years)	\$30.00	\$ -	
<b>Zoning Permits:</b>			

CITY OF ALBION, MICHIGAN  
2022 FEE SCHEDULE

<i>Description</i>	<i>2022 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
<i>Single Family Residential Uses:</i>			
New Home	\$45.00	\$ -	
Addition/Alteration	\$45.00	\$ -	
Accessory Structure	\$45.00	\$ -	
Change in Use	\$45.00	\$ -	
Signs/Billboards	\$45.00	\$ -	
Fences/Screening	\$45.00	\$ -	
Home Occupation	\$45.00	\$ -	
Other	\$45.00	\$ -	
<i>Multiple Family Uses:</i>			
New Construction	\$45.00	\$ -	
Addition/Alteration	\$45.00	\$ -	
Accessory Structure	\$45.00	\$ -	
Change in Use	\$45.00	\$ -	
Signs/Billboards	\$45.00	\$ -	
Fences/Screening	\$45.00	\$ -	
Home Occupation	\$45.00	\$ -	
Other	\$45.00	\$ -	
<i>Commercial and Industrial Uses:</i>			
New Construction	\$45.00	\$ -	
Addition/Alteration	\$45.00	\$ -	
Accessory Structure	\$45.00	\$ -	
Change in Use	\$45.00	\$ -	
Signs/Billboards	\$45.00	\$ -	
Fences/Screening	\$45.00	\$ -	
Home Occupation	\$45.00	\$ -	
Outdoor or Sidewalk Café	\$45.00	\$ -	
Other	\$45.00	\$ -	
<i>Rezoning Applications:</i>			
Rezoning Application	\$375.00	\$ -	
Text Amendment	\$275.00	\$ -	
<i>Site Plan Review:</i>			
Subdivision/Site Condo/PUD Review			
Base Fee	\$350.00	\$ -	
Plus, Consultant Charges	Actual Costs	\$ -	
Other Uses Review			
Base Fee (for small rehab projects City Manager can adjust fee)	\$275.00	\$ -	
Plus, Consultant Charges	Actual Costs	\$ -	
<i>Special Use Permits</i>			
Base Fee			

CITY OF ALBION, MICHIGAN			
<i>Description</i>	<i>2022 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Single Family Uses	\$250.00	\$ -	
Other Uses	\$250.00	\$ -	
Plus, Consultant Charges	Actual Costs	\$ -	
<i>Zoning Board of Appeals:</i>			
Variance Application (Including Zoning Permit Fee)			
Single Family Uses	\$250.00	\$ -	
Other Uses	\$250.00	\$ -	
<i>Sign Appeals Board</i>			
Variance Application (Including Zoning Permit Fee)			
Single Family Uses	\$250.00	\$ -	
Other Uses	\$250.00	\$ -	
<i>Publications, Maps, Copies:</i>			
Zoning Ordinance	\$50.00	\$ -	
Zoning District Maps			
8 ½ x 11	\$25.00	\$ -	
Other Blueprints (per page)	\$50.00	\$ -	
Other GIS Maps (per page)	\$50.00	\$ -	
Rental Registration	\$25.00	\$ -	
<i>Medicinal Marijuana Facilities Licensing Fee</i>	\$5000.00ea	\$ -	
<i>BUILDING DEPARTMENT (permit fees increased by \$2.00, effective 9/1/2017)</i>			
Building Inspection Fees – SAFEbuilt (5)	Fees to be based on State Valuation-Based on fee schedule per SAFEbuilt	\$ -	
Michigan Plumbing Code (1)	Current Price from Supplier	\$ -	
Michigan Electrical Code (1)	Current Price from Supplier	\$ -	
Michigan One- & Two-Family Residential Code (1)	Current Price from Supplier	\$ -	
Michigan Mechanical Code (1)	Current Price from Supplier	\$ -	
International Property Maintenance Code (1)	Current Price from Supplier	\$ -	
Demolition Fees, Single Family Residential (Issued by SAFEbuilt) (5)	Fees to be based on State Valuation-Based on fee schedule per SAFEbuilt	\$ -	
Demolition, Multi-Family, Commercial, Industrial (Issued by SAFEbuilt) (5)	Fees to be based on State Valuation-Based on fee schedule per SAFEbuilt	\$ -	
Property Maintenance Inspection Fee	Fees to be based on State Valuation-Based on fee schedule per SAFEbuilt	\$ -	

Abatement Fee for Code Violations	\$100.00	\$	-
CITY OF ALBION, MICHIGAN 2022 FEE SCHEDULE			
<i>Description</i>	<i>2022 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
<i>BUILDING BOARD OF APPEALS</i>			
Tree Ordinance Appeal	\$100.00	\$	-
Outdoor Café or Sidewalk Café Appeal	\$100.00	\$	-
All Other Appeals-Residential, Multi-Family, Commercial, Industrial	\$100.00	\$	-
<i>ASSESSING DEPARTMENT</i>			
Property Transfer Affidavit Fine	\$5.00/day up to 200.00	\$	-
<i>Land Division/Combination</i>			
Property Splits & Combos	\$55.00/lot	\$	-
Metes & Bounds Description	\$90.00	\$	-
Lot Line Adjustment	\$55.00	\$	-

**NOTES:**

- (1) Available at reference section of Albion District Library
- (2) Subject to 50% deposit of estimated costs for costs exceeding \$50.00
- (3) Property owner provided one copy of the assessment information on their property at no charge.
- (4) Individuals involved in an accident/or other incident provided one copy of the police report at no charge.
- (5) SAFEbuilt/Cornerstone Inspection Services. This company handles building inspections for the city.
- (6) Infant – one year old or less

## City of Albion Parking Fine Schedule

	Charge	Fine 2021	Fine 2022
1	Prohibited Parking 2-6AM Sec 82-64	\$20.00	\$20.00
2	Double Parking 257.674l	\$20.00	\$20.00
3	15' of Fire Hydrant 257.674d	\$30.00	\$30.00
4	20' of Crosswalk 257.674f	\$20.00	\$20.00
5	On Sidewalk 257.674a	\$20.00	\$20.00
6	50' of Railroad Crossing 257.674i	\$20.00	\$20.00
7	"Over 12"" from Curb 257.675(1)"	\$20.00	\$20.00
8	Parking in Public Alley Sec 82.65	\$20.00	\$20.00
9	Loading Zone 257.674n	\$20.00	\$20.00
10	Parking In Front of Theater 257.674p	\$20.00	\$20.00
11	Overtime Parking 257.674w	\$20.00	\$20.00
12	Obstructing Traffic 257.674k	\$20.00	\$20.00
13	Blocking Public or Private Drive 257.674b	\$20.00	\$20.00
14	30' of Traffic Control Device 257.674g	\$20.00	\$20.00
15	Obstructing Egress from Emergency Exit 257.674q	\$60.00	\$60.00
16	Abandoned Vehicle - Over 48hrs	\$20.00	\$20.00
17	Parking within 500' of Accident 257.674o	\$20.00	\$20.00
18	Parking within 500' of Fire 257-674v	\$60.00	\$60.00
19	Handicap Parking Sec 82-69	\$125.00	\$125.00
20	Parking in Parks Sec 82-66	\$20.00	\$20.00
21	Parking Between Curb and Property Line Sec 82-67	\$20.00	\$20.00
22	Front Yard Parking Sec 82-68	\$20.00	\$20.00
23	Municipal Parking Lots Sec 82-70	\$20.00	\$20.00
24	Use of Spaces Sec 82-71	\$20.00	\$20.00
25	Obstructing Alley 257.674z	\$20.00	\$20.00
26	Blocking Access to Fire Lane 257.674aa	\$20.00	\$20.00
27	In Front of Public or Private Drive 257.674b	\$20.00	\$20.00
28	Within an Intersection 257.674c	\$20.00	\$20.00
29	On a Crosswalk 257.674e	\$20.00	\$20.00
30	Within 20 Feet of Fire Station Entrance 257.674j	\$20.00	\$20.00

City of Albion  
Parking Fine Schedule

31	Alongside or Opposite Street Excavation 257.674k	\$20.00	\$20.00
32	Parking on a Bridge 257.674m	\$20.00	\$20.00
33	Sign Prohibiting Parking or Standing 257.674n	\$20.00	\$20.00
34	Obstructing Fire Escape 257.674r	\$60.00	\$60.00
35	Obstructing Curb Cut or Ramp 257.674u	\$20.00	\$20.00
36	Obstructing Handicap Access Lane 257.674t	\$20.00	\$20.00
37	Blocking/Obstructing Alley 257.674z	\$20.00	\$20.00

# CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



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**To:** City Council  
**Subject:** DISCUSSION PARAMETERS FOR RENTAL CERTIFICATION SUBCOMMITTEE  
**Meeting:** CITY COUNCIL - 18 Jan 2022  
**Department:** City Manager  
**Staff Contact:** Haley Snyder, City Manager





December 16, 2021

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

Attention: Mr. Patrick Miller, Director of Public Services

**RE: PROFESSIONAL ENGINEERING SERVICES – HAVEN ROAD IMPROVEMENTS (JN 212736)**

Dear Patrick:

Thank you for the opportunity to provide Professional Engineering Services for the Haven Road Improvements Project from S. Monroe Street to the eastern City Limits. This project is approximately 0.8 miles in length, excludes the bridge, and is identified on the Albion Small Urban Group Transportation Improvement Program (TIP) for FY2023 with federal and state funding in the amount of \$415,602 and a programmed construction cost estimate of \$700,000.

Wightman is a full-service Engineering, Surveying, Architectural, and Environmental firm with a strong local presence, experienced professional staff, and a passion to meet our clients' expectations. We believe people flourish when they partner with a team of dynamic problem solvers. Additionally, our experience providing Professional Engineering Services on projects with similar scope to the City of Albion will bring unparalleled quality and continuity to this project. As such, Wightman is pleased to present the following proposal for the Haven Road Improvements Project.

## Section I – Project Scope

This 0.8-mile project includes \$375,000 in federal STU funds, \$40,602 in state HIC funds, and a programmed local match of \$284,398 and will be administered through MDOT Local Agency Programs (LAP). We believe the City will receive optimum construction bids in the months of January 2023 and February 2023. The current LAP Planning Guide identifies early August for submission of an acceptable Grade Inspection (GI) package to MDOT in order to achieve a January letting date. We believe we can meet this schedule provided we have authorization to proceed by January 5, 2022 barring any mitigation requirements for environmental concerns, right-of-way acquisition or historical items.

Based upon our discussions with you along with our evaluation of information made available to us, we understand the scope to include crushing and shaping the existing pavement, construction of shallow ditches or swales for drainage improvements, ADA ramp upgrades, and HMA surfacing. The existing 2-lane section will be maintained and the completed roadway will include 11'-wide lanes and 5'-wide shoulders. The scope does not include any water or sewer improvements.

## Section II – Scope of Services

As part of the design phase, we will obtain approximately 8 pavement borings at 500' intervals to a depth of approximately 5' to represent the existing conditions and identify an accurate subgrade for the pavement design.

### BENTON HARBOR

A 2303 PIPESTONE ROAD  
BENTON HARBOR, MI 49022  
o 269.927.0100

### ALLEGAN

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

### KALAMAZOO

A 433 E. RANSOM STREET  
KALAMAZOO, MI 49007  
o 269.327.3532

**GOWIGHTMAN.COM**

Mr. Patrick Miller, Director of Public Services  
12/16/2021  
Page 2

During the kick-off meeting, we will assess the proposed scope of work with the City and assist in making any necessary TIP amendments. We will want to address this early in the process to avoid any procedural delays related to that process.

We will complete traditional plans that include a cover sheet, notes and details, typical roadway sections, plan and profile sheets, ADA ramp details, pavement markings & permanent signage, detour route and traffic control. We also will complete the Program Application, NEPA submittal, SHPO submittal, RR Coordination and Permitting, Engineer's Opinion of Costs in MERL, Special Provisions and Pavement Design.

### Section III – Deliverables

Specifically, we anticipate the following tasks and deliverables.

- Pavement Borings
- Attend two design progress meetings
- Grade Inspection (GI) package
  - Preliminary plans including cover sheet, notes & details sheet, typical roadway sections, plan over plan sheets, traffic control plans, ADA ramp details, and pavement marking and permanent signage
  - Program Application
  - Pavement Design
  - Special Provisions
  - Engineer's Opinion of Costs (MERL)
  - Prepare and submit MDOT form 5323 to fulfill NEPA requirements including a desk review to meet SHPO Section 106 consultation requirements. We will partner with a subconsultant for these services. Services beyond a desk review would be considered additional.
- Submit GI package to MDOT
- Forward plans to utility companies
- Attend GI
- Incorporate GI comments into final package and forward to MDOT for advertising

### Section IV – Schedule

The following is our implementation schedule for the scope identified herein assuming we are authorized to proceed by January 5, 2022.

<u>Event</u>	<u>Approximate Date</u>
City Authorize to Proceed	01/05/22
Begin NEPA Clearances	01/06/22
Complete Topographic Survey	01/28/22
Complete Pavement Borings	02/18/22
50% Plan Review Meeting with City	05/26/22
80% Plan Review Meeting with City	06/23/22
Complete NEPA & submit form 5323	07/13/22
Complete GI package & submit to MDOT	08/08/22
Grade Inspection	09/14/22



Mr. Patrick Miller, Director of Public Services  
12/16/2021  
Page 3

Final Plans, Proposal, & Estimate to MDOT  
MDOT Letting  
Construct the Project

10/28/22  
01/2023 or 02/2023  
06/23 – 08/23

**Section V – Fees**

Following is a summary of the professional service fees for this project.

Topographic Surveying	\$12,500
NEPA Clearances	3,900
Pavement Borings	2,900
Design Engineering	<u>40,500</u>
<b>Total Estimated Fees</b>	<b>\$59,800</b>

All services described herein will be provided for a **Fixed Fee of \$59,800**. We have attached our Standard Terms and Conditions.

Upon completion of the design, we will submit a separate proposal for construction engineering, construction staking, and material testing.

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

Very truly yours,

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

Enclosure

**Proposal Accepted by the City of Albion:**

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name & Title*





## Standard Terms and Conditions

Updated 7/1/2021

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.
13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this



- Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. Force Majeure Clause. Neither party will be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) flood, fire, or explosion; (ii) war, terrorism, invasion, riot, or other civil unrest; (iii) embargoes or blockades in effect on or after the date of this Agreement; (iv) national or regional emergency – including, but not limited to, pandemic, uncontrollable, and/or imminent spread of contagious disease; or (v) strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure").
17. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
18. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
19. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.
20. Billing Rates.\*
- |   |               |
|---|---------------|
| Principal .....                                   | \$250.00/hour |
| Licensed Staff VI .....                           | \$210.00/hour |
| Licensed Staff V .....                            | \$190.00/hour |
| Licensed Staff IV .....                           | \$175.00/hour |
| Licensed Staff III.....                           | \$155.00/hour |
| Licensed Staff II.....                            | \$140.00/hour |
| Licensed Staff I.....                             | \$125.00/hour |
| Professional Staff V .....                        | \$150.00/hour |
| Professional Staff IV .....                       | \$135.00/hour |
| Professional Staff III .....                      | \$115.00/hour |
| Professional Staff II .....                       | \$100.00/hour |
| Professional Staff I .....                        | \$90.00/hour  |
| Technician VI.....                                | \$120.00/hour |
| Technician V.....                                 | \$110.00/hour |
| Technician IV.....                                | \$100.00/hour |
| Technician III .....                              | \$90.00/hour  |
| Technician II .....                               | \$80.00/hour  |
| Technician I.....                                 | \$70.00/hour  |
| Administrative.....                               | \$75.00/hour  |
| 3-Person Survey Crew .....                        | \$195.00/hour |
| 2-Person Survey Crew .....                        | \$160.00/hour |
| 1-Person Survey Crew .....                        | \$125.00/hour |
| 3-Person Survey Crew (Construction Staking) ..... | \$210.00/hour |
| 2-Person Survey Crew (Construction Staking) ..... | \$175.00/hour |
| 1-Person Survey Crew (Construction Staking) ..... | \$140.00/hour |
| Expert Witness/Testimony .....                    | \$400.00/hour |
| Drone Pilot/Technician .....                      | \$150.00/hour |
| High Definition Laser Scanning Technician .....   | \$150.00/hour |
| High Definition Laser Scanner Fee .....           | \$150.00/hour |
| Aerial Drone Equipment.....                       | \$150.00/hour |
- Reimbursable Expenses.\* Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:
- Black & White Prints/Copies
    - 8 ½ x 11 \$0.19/sheet
    - 8 ½ x 14 \$0.19/sheet
    - 11 x 17 \$0.19/sheet
  - Color Prints/Copies
    - 8 ½ x 11 \$0.85/sheet
    - 8 ½ x 14 \$0.85/sheet
    - 11 x 17 \$1.25/sheet
  - Black & White Plots
    - 12 x 18 \$1.50/sheet
    - 18 x 24 \$2.75/sheet
    - 24 x 36 \$5.00/sheet
    - 30 x 42+ \$7.50/sheet
  - Color Plots
    - 12 x 18 \$9.00/sheet
    - 18 x 24 \$18.00/sheet
    - 24 x 36 \$30.00/sheet
    - 30 x 42+ \$42.00/sheet

\*Rates subject to change.



## CITY OF ALBION Office of the City Manager

112 West Cass Street ♦ Albion, MI 49224  
517.629.7172 ♦ [hsnyder@cityofalbionmi.gov](mailto:hsnyder@cityofalbionmi.gov)

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### MEMO

**TO:** Honorable Mayor and City Council  
**FROM:** Haley Snyder, City Manager  
**DATE:** January 13, 2022  
**RE:** City Manager's Report – January 18, 2022

**Granger Billing** – With 2022 unfolding, Albion residents have brought forth many questions and concerns regarding the Granger Yard Waste collection fee. Previously, the yard waste collection fee was prorated over 8 months and charged only during the months of pick-up (April-November). Under the new contract, the fee is equally spread out over 12 months to provide a more consistent billing. Please note, residents are not being charged extra for the yard waste collection service. Many additional services have been added under the new service contract – unlimited yard waste collection, blue bag recycling, and monthly bulk item collection.

Tentative 2022 citywide cleanup has been scheduled for **Saturday, June 25<sup>th</sup>** - more information to come.

**Wastewater Treatment Plant USDA Application** – The City received an Eligibility Letter from the USDA-RD for the City's Wastewater Treatment Plant Improvements. The City's application has been determined eligible for funding from USDA Rural Development.

**College Interim President** – On Thursday, January 6<sup>th</sup>, Assistant City Manager Ridge, Chief Kipp and I met with Interim Albion College President, Joe Calvaruso.

**MME Winter Institute** – Myself and Assistant City Manager Ridge will be attending the Michigan Municipal Executives Winter Institute in Troy, Michigan January 25<sup>th</sup>-28<sup>th</sup>.

**City Hall Operations** – City Hall's front lobby is open to the public Monday-Friday from 10a-3p. Residents are strongly encouraged to utilize the front drop box (**no cash payments allowed**) and online payment option for property tax and utility billing payments. Residents can call anytime during regular business hours to schedule an appointment to handle any other department business.

Until further notice, City Council meetings will revert back to the hybrid style – City Council meets in-person with the public joining strictly via Zoom.

**Upcoming Study Sessions** – The Study Session to discuss Recreational Marijuana Sales will be held on Monday, February 7<sup>th</sup> at 6p. The follow-up half-day work session with the City Council and MML Coach will be held on Saturday, February 5<sup>th</sup> from 8a-1:30p.

### **INDIVIDUAL DEPARTMENT REPORTS**

**Assistant City Manager:**

- Met with Dr. Baker at Albion College and discussed HR projects for the upcoming spring semester. Also discussed summer projects with Albion Consulting Service (AC3).
- Met with the City's MERS Rep to discuss the City's MERS retirement benefit and valuation report.
- Met with Mike Tymkew to discuss the City's Health Insurance, HSA and COBRA benefits.
- Attended MML "Live with League" and received updates on redistricting, American Rescue Act (SLFRF) Final Rule and Police Training Grant.
- Reviewed all Employee Benefits and scheduling meetings to discuss the different benefits with employees.

**Clerk's Office:**

- Agendas and Minutes
- Potential May 2022 Special Election
- QVF Maintenance
- 2022 Business Licenses

**Public Safety:**

- Currently have three (3) openings for Public Safety Officers and are in the process of hiring individuals to fill these positions. Two (2) individuals have been hired – Carter Shaw and Chandler Barney both of whom started the police academy at Lansing Community College on January 6<sup>th</sup>. They are expected to graduate the first week of May.
- The new patrol pickup truck that was order in April 2021 was delivered on January 11<sup>th</sup>. It will be at least a couple of months before it is outfitted with the required emergency equipment.
- On 12/22/2021 ADPS Officers were involved in a pursuit with an armed suspect from Albion to Battle Creek. The pursuit ended when a Calhoun County Deputy and ADPS Officer pinned the suspect's car next to a pole with their patrol cars. The suspect fled with a gun and was shot and killed by a Battle Creek Officer.
- In the process of updating ADPS Use of Force Policy along with the Use of Force Reporting Procedures. The policy was last updated in January 2021, but there has been a complete rewrite of the policy by the MML and we are updating to that standard. The reporting form has not been updated since 2016 and MML recently created a new one.

**Planning & Building Department:**

- The Planning Commission has two upcoming meetings for the public engagement on the City's Comprehensive Plan update. A Community Stakeholder Session involving leaders in the public, private, and nonprofit sectors will be held Wednesday, February 2<sup>nd</sup>, from 7:00pm-8:30pm at the Ludington Center. There will also be a Community Visioning session held Wednesday, February 16<sup>th</sup>, from 6:30pm-8:00pm at the Ludington Center. The purpose of this session is to gather feedback from all residents on the Comprehensive Plan.

**Finance Department:**

- Remote payment upgrade continues to be delayed – still dealing with set-up complications. Temporarily requested and was approved for an additional extension from current remote pay provider.
- Steps are well underway to implement more secure banking tools/products. Are very close to transitioning to more secure banking accounts.
- Initial steps of updating the City's Chart of Accounts will begin within the next few weeks.
- Processing entries for year-end. Reviewing year-end accounts.
- Working on additional coverage for the City against Cyber data intrusion and vulnerability.

- Focused on implementing additional employee safety measures while attempting to continue uninterrupted City services as a result of the high spike in COVID-19 cases.

**DPW:**

- The DPW Safety Committee met the week of January 10<sup>th</sup> and discovered more fire extinguishers are needed for the vehicles.
- PPE Training is scheduled for the week of January 17<sup>th</sup>.
- Garon Hanson and Jordan Currie both have passed the Class D Wastewater License test. Director Miller has passed the Class B test and is now the Certified Operator for the Wastewater Plant.
- There is one opening within the Water Department.
- Sheridan Township has once again donated their Calhoun County Parks Millage allocation to the City of Albion – the shuffle board courts will be updated with these monies.