CITY COMMISSION

JANUARY 9, 2024

City of Alma **January 9, 2024**
Michigan **6:00 p.m.**

City Commission Meeting Agenda

Mayor Mapes will ask City Commissioners for additions and deletions to the agenda. Commissioners will be given an opportunity to review late arriving supporting materials prior to roll call.

Roll Call
Pledge of Allegiance
Approval of Minutes of the December 26, 2023 regular meeting.

Requested Action

A. Petitions
B. Communications
C. Hearings
D. Consent Agenda
E. Requests for Purchase

1. Consideration of a resolution to approve a request for purchase to Lunghamer Ford of Owosso for the purchase of a 2023 Ford Explorer Police Interceptor, in the amount of $43,968.20.

Approve

F. Recommendation on Bids

1. Consideration of a resolution to receive bids for Wastewater Treatment Plant sodium hypochlorite conversion, and award the contract to the recommended bidder, also approve a corresponding request for purchase and authorize the Mayor and Clerk to execute the related agreement. The following bids were received December 20, 2023:

Bidder	Amount
RCL Construction, Sanford, MI*	***$734,800.00***
Oak Construction Corporation, Swartz Creek, MI	$838,000.00
Sorensen Gross Company LLC, Flint, MI	$947,000.00

****Recommended Bidder*** ***Approve***

G. Resolutions:

1. Consideration of a Resolution Declaring Official Intent to Reimburse Project Expenditures with Bond Proceeds and Authorize Publication of Notice of Intent to Issue Bonds for drinking water SRF funding. ***Adopt***

2. Consideration of a resolution to receive Johson Control's Statement of Qualifications for the Design and Construction via Performance-Based Contract for Wastewater Treatment Plant Upgrades. ***Adopt***

(**Subject:** Request for Qualifications (RFQ) selection for project management is the first step to apply for Clean Water State Revolving Fund (CWSRF) application in the upcoming funding cycle. This selection is a non-binding agreement authorizing the selected company to produce a project plan and contract documents for potential improvements to the wastewater treatment plant. The contract will be reviewed and approved by the City Commission prior to the project plan submission deadline.)

H. Ordinances

1. Consideration of a resolution to introduce Ordinance No. 842, an ordinance to amend the Code of Ordinances and add sections to allow and regulate the placement, constructions, maintenance, and removal of public art on property within the City of Alma.

Introduce Ordinance

I. Agreements

1. Consideration of a resolution to approve Change Order #5, in the amount of $110,721.49, to the contract with McGuirk Sand & Gravel, Inc. for the downtown parking lots reconstruction project, following finalization of the project, to decrease the contract total from $1,048,542.85 to $937,821.36. ***Adopt***

J. Reports of Officers, Boards, Committees:

The City Commission may receive the following reports by one resolution. A City Commissioner may remove any item within this section for individual discussion and vote.

1. Alma Transit December 2023 Ridership Report
2. November & December 2023 Building Permits Report
3. 2023 Annual Building Permits Report
4. Alma Police Department December 2023 Report
5. Parks Committee December 18, 2023 Draft Meeting Minutes
6. Zoning Board of Appeals December 21, 2023 Meeting Minutes
7. Zoning Board of Appeals December 28, 2023 Draft Meeting Minutes
8. City Manager's Report

Receive

K. Appointments:

L. Unfinished Business:

M. New Business

Appropriations

Commissioner's Comments and Reports

Invitation to Public

(Subject: Pursuant to Article II of the City Code, individuals requesting to address the City Commission may do so by moving to the podium and being recognized by the Mayor, following which they should state their name and address for the record. Individuals should address their comments to the Mayor. Comments are limited to a maximum of five (5) minutes per person unless the Commission grants further time.**)**

Adjournment

Mayor Mapes called a regular meeting of the Alma City Commission to order at 6:00 p.m. in the Alma Municipal Building. A quorum of the Commission was present.

Roll Call
Present: Roger Allman, Andrew Bare, Greg Mapes, Michelle Pitts, and Daniel Wernick.
Absent: Roxann Harrington (arrived after roll call) and Laurie Harrison.

2023-0352 **Motion by Commissioner Allman, seconded by Commissioner Bare, to adopt the agenda, as presented. Motion carried.**
Yes: Allman, Bare, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrington and Harrison.

Mayor Mapes led those present in a recitation of the Pledge of Allegiance to the United States of America.

Minutes
2023-0353 **Motion by Commissioner Bare, seconded by Commissioner Pitts, to approve minutes of the December 12, 2023, regular meeting, as presented. Motion carried.**
Yes: Allman, Bare, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrington and Harrison.

Vice-Mayor Harrington arrived at 6:02 p.m.

Requests for Purchase
2023-0354 **Motion by Commissioner Pitts, seconded by Commissioner Bare, to adopt a resolution to approve a request for purchase for engineering services to Dixon Engineering, Inc., in the amount of $72,300.00, for the Jerome Road elevated water tank repainting and cathodic protection installation project.**

Yes: Allman, Bare, Harrington, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrison.
Resolution declared adopted.

Resolutions
2023-0355 **Motion by Vice-Mayor Harrington, seconded by Commissioner Allman, to adopt a resolution to ratify investment of the following funds:**

Investment Date	Maturity Date	Amount	Duration	Interest Rate	Bank	Type
12/12/2023	12/14/2024	$250,000	12 months	4.75%	Huntington Bank	CD

Yes: Allman, Bare, Harrington, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrison.
Resolution declared adopted.

2023-0356 **Motion by Vice-Mayor Harrington, seconded by Commissioner Allman, to authorize the Mayor to execute the 2023 Application for Certification for the community of Alma to be officially certified as a Tree City USA, having achieved the standards set forth by the Arbor Day Foundation.**

Yes: Allman, Bare, Harrington, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrison.
Resolution declared adopted.

Reports

2023-0357 **Motion by Commissioner Pitts, seconded by Commissioner Wernick, to receive the following reports: Board of Review December 12, 2023 Meeting Minutes, Alma Police Department November 2023 Report, and Finance Report. Motion carried.**
Yes: Allman, Bare, Harrington, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrison.

2023-0358 **Motion by Commissioner Pitts, seconded by Commissioner Wernick, to receive the City Manager's Newsletter.**

City Manager Ripley reviewed items in his newsletter and noted the following upcoming event: Master Planning Public Input Meeting January 17, 2024, at 5:30 p.m. at the Gratiot RESD Office in Ithaca. He also mentioned several volunteer opportunities.

Motion to receive the City Manager's Newsletter carried.
Yes: Allman, Bare, Harrington, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrison.

Appropriations

2023-0359 **Motion by Commissioner Allman, seconded by Commissioner Vice-Mayor Harrington, to adopt a resolution approving Warrant No. 24-12, and authorizing the City Treasurer to issue checks in payment of all claims.**

Yes: Allman, Bare, Harrington, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrison.
Resolution declared adopted.

Commissioner Comments

Commissioners offered greetings for a Happy New Year. Mayor Mapes spoke briefly regarding county parks funding.

Invitation to Public

No comments were offered.

Adjournment

Motion by Commissioner Allman, seconded by Commissioner Wernick, to adjourn the meeting at 6:11 p.m. Motion carried.
Yes: Allman, Bare, Harrington, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrison.

_____ _____
Sara Anderson, City Clerk, City of Alma Greg Mapes, Mayor, City of Alma

_____
Date of Approval

01/02/2024
11:53 AM

Purchase Requisition

Purchase Requisition No 24-1575

Requested Date 01/02/2024 **Department** POL
Required Date
Requested By MWILLIAMS

Preferred Vendor 5469
LUNGHAMMER FORD OF OWOSSA, LLC

Address 1960 E MAIN

OWOSSO, MI 48867

Req. Description 2023 FORD POLICE INTERCEPTOR UTILITY AWD VIN: 1FM5K8AB(

Qty.	Description	GL Number 1	Unit Price	Amount
1	2023 FOR POLICE INTERCEPTOR	101-301.000-970.000	43,968.20	43,968.20
			Total:	43,968.20

Lunghamer Ford

1960 E. Main Street
Owosso, MI 48867
888-92-FLEET fax 517-625-5832

Invoice No. 2184Z

INVOICE

Customer

,	City of Alma
Address	525 E. Superior Street
City	Alma State MI ZIP 48801
Phone	989-463-8336 Attn:Officer Kyle Mapes

Date	
Order No.	**LETTER**
Rep	Bill Campbell
FOB	Owosso, MI

Qty	Description	Unit Price	TOTAL
	Bid requires payment within 10 days of delivery or 1.5% will be charged back to buyer.		
1	2023 FORD POLICE INTERCEPTOR UTILITY AWD VIN:1FM5K8AB6PGC19105	$43,968.20	$43,968.20

RECEIVED BY AND DATED

Payment Details

- ○ Cash
- ● Check
- ○ Credit Card

Name
CC #
Expires

SubTotal		$43,968.20
Shipping & Handling		$0.00
Taxes	MI	$0.00
TOTAL		$43,968.20

Office Use Only

101-301.000-970.000
M. Williams
01-02-24

1.5% due if not paid within 10 days from delivery of vehicle

Thank You for you order

Michigan Department of State Application for Title and Registration Statement of Vehicle Sale

Purchase Date 12/22/2023 Stock Number 2184Z Delivery Date 12/22/2023

LUNGHAMER FORD OF OWOSSO, LLC
Dealer:

Street Address: **1960 E MAIN**

City: **OWOSSO**

County: **SHIAWASSEE** State: **MI** ZIP Code: **48867**

Dealer License Number: **A010220** Sales Tax License Number: **883139683** Phone Number: **989-725-2888**

Vehicle Sold: [X] New [ ] Used [ ] Demo Trade-In [ ] Yes [X] No

Trade-In Year	Trade-In Make	Vehicle Identification Number (VIN)

Vehicle Registration to Transfer Plate
Expires 30 Days After Delivery Date

Plate Transferred From: Year Make

Vehicle Identification Number (VIN): Plate Number:

Vehicle History and Title Brand Disclosure

- [ ] Police Vehicle
- [X] Municipal Vehicle
- [ ] Taxi
- [ ] Vehicle Has Been Flood Damaged
- [ ] Salvage Title Was Previously Issued
- [ ]

Odometer Mileage Disclosure

The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title or mileage statement.

				1	0

No Tenths

[X] Actual Mileage [ ] Exempt
[ ] Not Actual Mileage

CUST#: F52997
DEAL#: 0030403

Remarks:
DELIVERED BY DEALER
GOV'T OWNED

I have selected and agree to pay the OPTIONAL $24 electronic filing fee _____ Customer Initials

Used Vehicle Dealers Only
Floor Planned Inventory Lender:

Recreation Passport? [ ] Yes [X] No Purchaser or Lessee's Initials:

I certify this vehicle was delivered to the named purchaser or lessee on the delivery date indicated above, all information on this form is accurate and the vehicle is subject only to the secured interest listed on this form. I certify the dealership will apply for title and registration in the purchaser's name within 21 days of the delivery date, and that I have provided paper or electronic copies of all signed documents to the purchaser.

X Margaret Shepard
Signature of Dealer's Agent

MARGARET SHEPARD — Printed Name of Dealer's Agent
AGENT — Title

Plate Number | Plate Expiration Date: Month / Day / Year | Months | [X] Title Only [ ] New Plate [ ] Renewal [ ] Transfer

Year	Make	Body Style	County of Residence
2023	FORD	WGM-M	GRATIOT 29

Vehicle Identification Number	Base MSRP or Empty Weight
1FM5K8AB6PGC19105	NA

Driver License, PID, or FEIN Number of All Owners or Lessees
1) 2)
3)

Complete Names and Address of All Owners or Lessor
CITY OF ALMA
525 E SUPERIOR STREET
ALMA, MI 48801

Complete Names and Address of All Lessees

Michigan No-Fault Insurance Company Policy or Binder Number

Secured Interest:
CASH
Street Address:
City, State, ZIP:

Lien Filing Date: 12/22/2023
Lien Code ID:

1. Purchase Price of Vehicle *(Including Freight & Accessories)*		43953.00
2. Other Taxable Charges *(Documentary, Service, Temp. Reg. Fees, etc.)*		NA
2a. Optional Electronic $24 Filing Fee		NA
3. Trade-in Sales Tax Credit		NA
4. Total Taxable Price *(Line 1 + Line 2 + Line 2a - Line 3)*		43953.00
5. **Sales Tax + Plate Fee + Title Fee** *(From Total Above)*		15.00
6. Non-Taxable Charges *(Labor, Service Contract, etc.)*		NA
7. Total Delivered Price *(Line 1 + Line 2 + Line 2a + Line 5 + Line 6)*		43968.00
8. Cash on Deposit		NA
9. Cash Due on Delivery		43968.00
10. Trade-In	$ NA	
11. Minus Lien	$ NA	NA
12. Total Down Payment		43968.00
13. Unpaid Balance To Be Financed		NA
14. Insurance/Additional Product Charge*		NA
15. Total Amount Of Finance Contract (Line 13 + Line 14)		NA

***Warning: This Insurance is not PL/PD No-Fault Insurance required by Michigan law.**

- [ ] Credit Life Insurance
- [ ] Health & Accident Insurance
- [ ] Gap or Waiver
- [ ]

BFS-4 Temporary Registration Number (this number may be handwritten)

Printed Name of Salesperson
WILLIAM CAMPBELL

Purchaser Warning: Do Not Sign a Blank Form

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver's license is not suspended, revoked, or denied as a repeat offender and I am eligible to purchase or register this vehicle. I further certify that if a tax exemption is shown above it is valid.

X _____ Purchaser or Lessor's Signature — 12/22/2023 Date
X _____ Co-Purchaser's Signature — 12/22/2023 Date
X _____ Co-Purchaser's Signature — Date

X _____ Lessee's Signature — Date
X _____ Co-Lessee's Signature — Date
X _____ Co-Lessee's Signature — Date

NOTE TO PURCHASERS: If you do not receive your title within 45 days, contact the Department of State Information Center at 888-767-6424.

Authority granted by P.A. 300 of 1949, as amended. **Form must be typed only. See Dealer Manual for permitted handwritten corrections.** RD-108 (Rev. 01/23)

*STOCK #:2184Z

ODOMETER DISCLOSURE STATEMENT

DEAL #:0030403

Federal law and State law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, LUNGHAMER FORD OF OWOSSO, LLC state that the odometer now reads 10 and that to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is **NOT** the actual mileage.
WARNING – ODOMETER DISCREPANCY.

Year Make Model	Body
2023 FORD EXPLORER POLICE	WGM-M
VIN	
1 F M 5 K 8 A B 6 P G C 1 9 1 0 5	

TRANSFEROR'S NAME (SELLER / DEALER)

Margaret Shepard Agent
SIGNATURE

LUNGHAMER FORD OF OWOSSO, LLC
PRINTED NAME

TRANSFEROR'S ADDRESS

1960 E MAIN
STREET

OWOSSO, MI 48867
CITY / STATE / ZIP CODE

DATE OF STATEMENT 12/22/2023

SIGNATURE

TRANSFEREE'S NAME (BUYER)

CITY OF ALMA
PRINTED NAME

TRANSFEREE'S ADDRESS

525 E SUPERIOR STREET,
STREET

ALMA, MI 48801,
CITY / STATE / ZIP CODE

WWTP Disinfection Project

Bid Opening: Wednesday, December 20, 2023 at 2:00 p.m.

BIDDER	Bid Security	Total Bid Amount	Addendum
Rodney Bauer RCL Construction Co., Inc. 777 W. Maynard Rd. Sanford, MI 48657	Yes	$734,800.00	Yes
Holly Faler Oak Construction Corporation 7077 S. Fork Dr. Swartz Creek, MI 48473	Yes	$838,000.00	yes
Sahar Abdallah Sorensen Gross Company LLC 111 E. Court St., Ste. 1-S Flint, MI 48502	Yes	$947,000.00	yes

***Recommended bidder

January 4, 2024

Mr. David Ringle
Director of Public Services
City of Alma
525 E. Superior Street
Alma, MI 48801

RE: Wastewater Treatment Plant – Disinfection Improvements
Recommendation to Award Contract

Dear David:

Please find enclosed a copy of the bid tabulation for bids opened and read on December 20, 2023, for the WWTP Disinfection Improvements project. Three (3) bids were received with two (2) bids below the engineer's estimate of $850,000.

RCL Construction Company, Inc. was the low bidder with a bid amount of $734,800.00.

Based on references including positive experiences with RCL on other OHM Advisors (OHM) designed projects, OHM recommends the award of the contract to RCL Construction Company, Inc.

If any additional information is needed regarding this matter, please feel free to contact me at 810 429-8289.

Sincerely,
OHM Advisors

Louis P. Fleury, PE
Principal

OHM Advisors®
201 EAST ELLSWORTH STREET, UNIT 100 MIDLAND
MICHIGAN 48640 T 989.956.2020 OHM-Advisors.com

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities℠

City of Alma
WWTP Disinfection Improvements
BID TABULATION SHEET
20-Dec-23

BASE BID				ENGINEER'S ESTIMATE		RCL Construction Co., Inc.		Oak Construction Corporation		Sorenson Gross Company LLC	
LINE	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	WWTP Disinfection Improvements	LS	1.00	$ 850,000.00	$ 850,000.00	$ 734,800.00	$ 734,800.00	$ 838,000.00	$ 838,000.00	$ 947,000.00	$ 947,000.00
			TOTAL OF ALL BASE BID (AUDITED):		$ 850,000.00		$ 734,800.00		$ 838,000.00		$ 947,000.00
			TOTAL OF ALL BASE BID (AS-READ):				$ 734,800.00		$ 838,000.00		$ 947,000.00

BID PROPOSAL

PROPOSAL TO CITY OF ALMA

BID PROPOSAL FOR: WWTP DISINFECTION IMPROVEMENTS

BID OPENING: 2:00 p.m. E.S.T., December 20, 2023

TO: City Clerk, City of Alma
525 E. Superior Street
Alma, MI 48801

The undersigned has examined the various bid documents attached hereto and is fully informed as to the requirements provided therein, the nature of the service and the conditions relating to performance thereof. The undersigned hereby proposes to furnish all labor, equipment and materials for the work for which unit and lump sum prices are indicated as follows, all in accordance with the bid documents.

WWTP DISINFECTION IMPROVEMENTS BASIS OF BID

Bidder will complete the work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	AMOUNT
	Total Bid Amount	$ 734,800.00
	Deductive Alternate (Level 3 Exterior Doors)	$ <2,600> DEDUCT

We hereby acknowledge receipt of the following Addendums and have included them in our Proposal:

ADDENDUMS No(s): 1 (12/15/2023)

THE UNDERSIGNED, by execution of this bid, certifies that he is the President (title) of the firm named as bidder in the bid, that he signs the bid on behalf of the firm, and that he is authorized to execute the same in behalf of said firm.

NAME AND ADDRESS OF BIDDER:

Company Name: RCL Construction Co., Inc.

Address: 777 W. Maynard Rd, Sanford, Michigan Zip Code 48657

Bid submitted by: _____, President
(Signature & title)

Rodney E. Bauer
(Print Name)

Telephone No.: 989-280-5745 Email: rod@rclconstruct.com

Date: December 20, 2023

VOL, ALTERNATE DEDUCT:

* OF THE THREE SPECIFIED TANK MANUFACTURES, ONLY ONE COULD PROVIDE A TEN YEAR WARRANTY.

* TO PROVIDE A 5YR WARRANTY TANK <$3,000> DEDUCT

* TO PROVIDE A 1YR WARRANTY TANK <$1,500> DEDUCT

01/03/2024
03:38 PM

Purchase Requisition

Purchase Requisition No 24-1577

Requested Date 01/03/2024 **Department** ENG
Required Date
Requested By

Preferred Vendor 6710
RCL Construction

Address 777 Maynard Rd

Sanford, MI 48657

Req. Description WWTP DISINFECTION PROJECT

Qty.	Description	GL Number 1	Unit Price	Amount
1	WASTEWATER CHLORINE CONVERSI	590-527.000-970.000-WW31.	734,800.00	734,800.00
			Total:	734,800.00

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE PROJECT EXPENDITURES WITH BOND PROCEEDS AND AUTHORIZING PUBLICATION OF NOTICE OF INTENT TO ISSUE BONDS

At a regular meeting of the City Commission of the City of Alma, Gratiot County, Michigan, held on January 9, 2024.

PRESENT: _____

_____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____:

WHEREAS, the City of Alma (the "City") proposes to issue its revenue bonds, in one or more series (the "Bonds") under Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), to finance improvements to the City's water supply system (the "System"), consisting of: (i) replacement of approximately 12,000 feet of water mains and appurtenant fixtures and facilities including, without limitation, installation of new water mains, valves, hydrants, and water service leads to the public right of way; (ii) replacement of lead and galvanized water service lines in accordance with state law; (iii) replacement of water meters and software; (iii) replacement of water storage tank control building facilities, including, without limitation, construction of new structures to house storage tank controls, installation of new electrical systems and generators, and storage tank controls; and (iv) water storage tank improvements, including, without limitation, repainting of water tank exterior surfaces, upgrades to cathodic protection features, overflow vent features, and access ladders and landings, as well as the restoration of property, greenbelt areas, curbs, streets, rights-of-way, driveways, sidewalks and

easements affected by the improvements and all other work necessary and incidental to these improvements (collectively, the "Project"); and

WHEREAS, it is anticipated that the City will advance a portion of the costs of the Project prior to the issuance of the Bonds, to be repaid from proceeds of the Bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the City intends by this resolution to qualify amounts advanced by the City to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations; and

WHEREAS, a notice of intent to issue the Bonds must be published in order to comply with the requirements of Section 33 of Act 94.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Alma, Gratiot County, Michigan, as follows:

1. The Project shall consist of the water supply system improvements described in the preamble hereto.

2. The maximum principal amount of Bonds expected to be issued for the Project is $10,500,000.

3. The City hereby declares its official intent to issue the Bonds to finance the costs of the Project, and hereby declares that it reasonably expects to reimburse the City's advances to the Project as described in the preamble and as anticipated by this resolution.

4. The Bonds shall be authorized by proper proceedings subsequent to this resolution.

5. The Clerk is hereby instructed to publish the following notice attached hereto as Exhibit A once in a newspaper of general circulation in the City.

6. All prior resolutions and parts of resolutions insofar as they may be in conflict with this resolution are hereby rescinded.

RESOLUTION DECLARED ADOPTED.

Yeas _____

Nays _____

STATE OF MICHIGAN)
) SS
COUNTY OF GRATIOT)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Commission of the City of Alma, Gratiot County, Michigan, held on January 9, 2024, the original of which is on file in my office. I further certify that notice of the meeting was given pursuant to and in compliance with the Open Meetings Act, as amended.

_____
Sara Anderson, City Clerk
City of Alma

EXHIBIT A

NOTICE OF INTENT TO ISSUE
BONDS BY THE CITY OF
ALMA, MICHIGAN

NOTICE IS HEREBY GIVEN, that the City of Alma, Michigan, intends to issue revenue bonds, in one or more series, in the principal amount of not to exceed $10,500,000 for the purpose of defraying the cost of improvements to the City's water supply system (the "System"), consisting of: (i) replacement of approximately 12,000 feet of water mains and appurtenant fixtures and facilities including, without limitation, installation of new water mains, valves, hydrants, and water service leads to the public right of way; (ii) replacement of lead and galvanized water service lines in accordance with state law; (iii) replacement of water meters and software; (iii) replacement of water storage tank control building facilities, including, without limitation, construction of new structures to house storage tank controls, installation of new electrical systems and generators, and storage tank controls; (iv) water storage tank improvements, including, without limitation, repainting of water tank exterior surfaces, upgrades to cathodic protection features, overflow vent features, and access ladders and landings, as well as the restoration of property, greenbelt areas, curbs, streets, rights-of-way, driveways, sidewalks and easements affected by the improvements and all other work necessary and incidental to these improvements, and (v) payment of the costs of issuing the bonds and capitalized interest, if any.

The bonds will mature in not to exceed forty (40) years after the date of original issuance, and will bear interest from their date at a rate or rates to be determined at the time of sale thereof but in no event to exceed such rates as may be permitted by law.

The bonds will be issued under the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and a resolution of the City Commission and will be payable from the net revenues of the System and any improvements, enlargements and extensions thereto, and a statutory lien on said revenues will be established by said resolution. The City of Alma will covenant and agree to fix and maintain at all times while any of the bonds shall be outstanding such rates for service furnished by the System as shall be sufficient to provide for payment of the necessary expenses of operation, maintenance and administration of the System and of the principal of and interest on the bonds when due and to provide for such other expenditures and funds for the System as are required by the resolution authorizing the issuance of bonds. In addition, the bonds may be secured by the full faith and credit of the City as limited by applicable constitutional, statutory, and charter limitations on the taxing power of the City. Sources of repayment of the principal of and interest on the bonds may also include any other monies lawfully available for the repayment thereof.

RIGHT TO PETITION FOR REFERENDUM

This notice is given, by order of the City Commission of the City of Alma, to and for the benefit of the electors of the City of Alma in order to inform them of their right to petition for a referendum upon the question of the issuance of the aforesaid bonds. The bonds will be issued,

without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question, signed by not less than 10% or 15,000 of the registered electors in the City of Alma, whichever is the lesser, shall have been filed with the undersigned City Clerk. In the event that such a petition is filed, the bonds will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the City of Alma qualified to vote and voting thereon at a general or special election.

FURTHER INFORMATION

Further information relative to the issuance of said bonds and the subject matter of this notice may be secured at the office of the City Clerk of the City of Alma, 301 West Main Street, Alma, Michigan 48867.

This notice is given pursuant to the provisions of Act 94, Public Acts of Michigan, 1933, as amended.

Sara Anderson
City Clerk
City of Alma

January 2024

Statement of Qualifications for the Design and Construction via Performance-Based Contract for Wastewater Treatment Plant Upgrades

The power behind **your mission**

Johnson Controls

Johnson Controls, Inc.
1080 Tittabawassee Road
Saginaw, MI 48604

January 2, 2024

SUBJECT: **Statement of Qualifications for the Design and Construction via Performance-Based Contract for Wastewater Treatment Plant Upgrades**

Dear Members of the Selection Committee:

The City of Alma's wastewater treatment plant has been serving the community for decades, releasing effluent within discharge limits to the Pine River. Now, major upgrades are needed to keep the plant operating efficiently and the City is looking for the most qualified energy services company to audit the plant and develop and implement a suite of energy conservation measures and critical upgrades that will enable the plant to operate well into the future.

With locations spread across Michigan, Johnson Controls is the industry's leading ESCO, having successfully implemented more than 3,500 performance contracts over the past 40 years. This includes 598 projects over the past 25 years for municipalities involving more than $1.8 billion in equipment upgrades as well as 158 performance contracts in Michigan where we have guaranteed $488 million in total savings for our clients.

We have implemented $250 million worth of improvements at 58 treatment plants across the country, including similar efforts for Warren, Monroe and Marquette in Michigan.

Our project experience includes specialized wastewater treatment plant improvements, including biogas-to-energy solutions, biosolids improvements, aeration, pumping, and automation upgrades, renewable energy technologies, and more. We have implemented more than $250 million worth of improvements at 58 treatment plants across the country, including similar efforts for the cities of Warren, Monroe and Marquette in Michigan. We bring a staff of wastewater experts, including Mandy Sheposh and Eider Alvarez-Puras. Mandy is a co-author for The Energy Roadmap: A Water and Wastewater Utility Guide to More Sustainable Energy Management, and Moving Toward Resource Recovery Facilities, a WEF Special Publication. Eider has served as the process design engineer and project manager for nearly half a dozen major facility improvements projects at wastewater treatment plants over the last decade.

The City of Alma can rely on the knowledge and expertise of Johnson Controls. We have local professionals based throughout the area, as well as more performance contracting experience than any other firm. We also bring the specialized wastewater treatment plant expertise to optimize your operations. If you have any questions about our proposal please contact me at (248) 330-7908 or Daniel.r.mack@jci.com.

Sincerely,

Daniel Mack
Account Executive

Building tomorrow *together*

Table of Contents

01

Executive Summary

Performance Contracting Experience

We understand that the City of Alma is seeking a proven leader within the ESCO industry to conduct an analysis of the wastewater treatment plant and develop and implement upgrades that will fully pay for themselves over time to optimize the plant's operations. Johnson Controls is your ideal partner. Since pioneering the performance contracting industry in the 1970s, we have implemented more than 3,500 guaranteed savings performance contracts, customized to achieve the unique goals of each client, that have delivered more than $12.5 billion in savings. Our team includes specialized wastewater engineers, as highlighted below, to develop the project, local project managers to oversee all aspects of implementation, and dedicated measurement and verification professionals to monitor the success of the project based on IPMVP protocols. With our expertise in performance contracting, we have met our stated guarantees more than 99.5% of the time.

> "Our City was looking for a solution that would improve the working environment for citizens and staff, increase energy efficiency and minimize operating costs. In the end, we selected the company with the best overall program for our City which was Johnson Controls."
>
> **- L. Michael Angeli, City Manager, City of Marquette, MI**

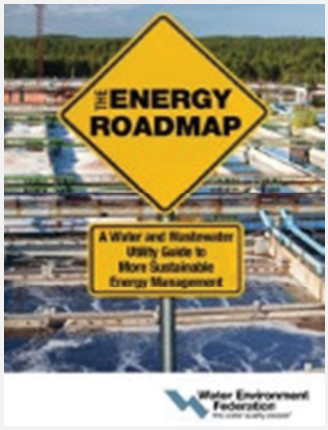
Wastewater Treatment Plant Experience

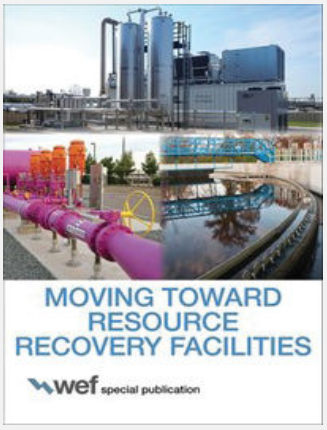
Wastewater infrastructure in its most basic form serves the function of providing sanitation collection and treatment for the protection of public and environmental health. Johnson Controls has a unique approach to wastewater systems that seeks opportunities to reduce costs, generate revenues, and transfer financial and operational risk from you to us as your turnkey solutions partner. We do this by identifying resources that are currently underutilized and providing value-added solutions through capital improvements – helping to build your wastewater facility from a resource recovery center to a profit center.

NAESCO's Highest Accreditation: Johnson Controls has achieved the Energy Service Provider accreditation.

As your energy partner, Johnson Controls can design, build, fund, operate, and/or maintain the energy solutions – allowing your team to stay true to your core mission – water treatment. Whether your facility faces increasing challenges around sludge handling and disposal, energy costs, or equipment end of useful life, Johnson Controls can provide solutions that custom-tailor both the technical and financial/procurement project elements. We have implemented more than $250 million worth of improvements at 58 treatment plants.

The collective experience of our wastewater team and our intimate knowledge of process opportunities gives you a key advantage when implementing an energy solutions program. Each treatment process and site has its own unique challenges, and our team works with each client to identify specific needs and challenges so as to map out the best future-forward solutions. Johnson Controls has the knowledge, expertise, and experience necessary to deliver solutions tailored to this unique market, and to develop a highly successful, long-term partnership with the City.



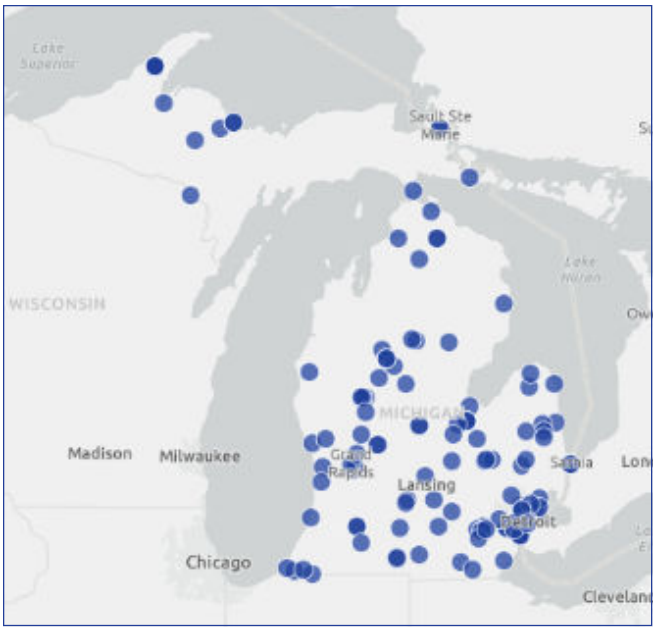


Bringing Recognized WWTP Industry Expertise

Our lead Environmental Engineer, Mandy Sheposh, was a co-author for The Energy Roadmap: A Water and Wastewater Utility Guide to More Sustainable Energy Management and Moving Toward Resource Recovery Facilities, a WEF Special Publication.

Michigan Presence

We have operated in Michigan since 1887, helping countless clients over the years upgrade their facilities and enhance their infrastructure. Over the years we have grown to employ 972 professionals in the state based in six office locations, including one in Saginaw. This team has helped develop and implement 158 performance contracts throughout Michigan, as shown in the map on the right. These efforts have involved the energy conservation measures and facility upgrades we are anticipating for Alma's project. Notably, we have successfully delivered similar projects for the cities of Warren, Monroe, and Marquette. In all, our performance contracts in Michigan have led to an additional $176.7 million being spent in the state and have created 1,166 jobs. No other firm has the same level of commitment and presence in Michigan as Johnson Controls.



In Michigan, Johnson Controls has implemented more than $368 million in upgrades as part of 158 performance contracts for a variety of markets.

Reducing Overtime, Maintenance and Energy Costs by Upgrading Massillon's Treatment Systems

Johnson Controls led this project for the City of Massillon that included lighting improvements, roof work, HVAC retrofits, building envelope improvements and repairs to the wastewater treatment plant. The $925,000 effort decreased growing utility bills created by inefficient mechanical equipment, outdated lighting systems and deteriorated building envelope components at seven buildings. Johnson Controls also reduced overtime and high maintenance costs due to aging equipment and improved comfort throughout City buildings for employees and citizens. The project saved the City more than $1.16 million.

Johnson Controls

02

Background, Experience & Capabilities

A. Background and Firm Profile

Provide general information on the responding firm, including name, business address, local telephone number, officers of the firm, and contact person for this project. Indicate the age of the company, number of years in performance-based contracting, number of guaranteed performance contracts, and the firm's approach to performance-based contracting. Also include a complete description of the firm's local branch or office service strength and capabilities.

Every day, we transform the places and spaces where people live, work, learn, and play. We are here to power your mission, making your goals become reality. For municipalities, we power their mission to improve energy efficiency, optimize connectivity, empower communities, and enhance the safety and comfort of citizens. Through our deep industry expertise and leading portfolio of building technology and solutions, we deliver building technologies, digital innovation, and emerging smart city solutions that provide

> "The intent of the project was to provide the Village with a more efficient water and wastewater treatment system, but Johnson Controls went beyond the original scope by continually providing suggestions to make the water and wastewater systems as efficient as possible. The project team was very responsive and never left our staff in a position of uncertainty."
>
> **- John Lobaito, Village Administrator, Village of Mundelein, IL**

more protection, higher compliance, increased productivity, better comfort, improved energy efficiency, increased revenue impact, and enhanced occupant experiences.

Company Name & Address	**Johnson Controls, Inc.** 1080 Tittabawassee Road, Saginaw, MI, 48604	
Local Phone Number	(989) 759-4422	
Officers of the Firm	George Oliver	Chairman and Chief Executive Officer
	Joanne Birtwistle	Vice President and Chief Communications Officer
	Julie Brandt	Vice President and President, Building Solutions North America
	Olivier Leonetti	Executive Vice President and CFO
	John Donofrio	Executive Vice President and General Counsel
	Nate Manning	Vice President and Chief Operations Officer, Global Field Operations
	Katie McGinty	Vice President and Chief Sustainability and External Relations Officer
	Terry Nadeau	Vice President, Global Procurement and Materials
	Anu Rathninde	Vice President and President, Asia Pacific
	Vijay Sankaran	Vice President and Chief Technology Officer
	Lei Schlitz	Vice President and President, Global Products
	Diane Schwarz	Vice President and Chief Information Officer
	Marlon Sullivan	Executive Vice President, Chief Human Resources Officer
	Marc Vandiepenbeeck	Vice President and President, Building Solutions, Europe, Middle East, Africa and Latin America
Contact Person	Dan Mack, (248) 330-7908, daniel.r.mack@jci.com	
Age of the Company	138 years	
Number of Years in Performance Contracting	40 years	
Number of Guaranteed Performance Contracts	More than 3,500 in all. Currently managing 441 performance contracts with guarantees of more than $7.2 billion.	

Johnson Controls Implements Similar Effort for Port Huron

As part of a $3.8 million performance contract, Johnson Controls right-sized a recirculation pump at the wastewater treatment plant and added variable frequency drives to four return activate sludge pumps. The effort will save the City $7.9 million.

Approach to Performance Contracting

Service	Summary
Auditing	The Johnson Controls audit consists of two distinct phases – the Preliminary Walk-Through and the Detailed Audit, which will include Utility and Building Surveys. This in-depth level of analysis will ensure that your infrastructure will benefit from the most comprehensive conservation program possible.
Engineering Design	The engineering design of our projects will identify performance contracting energy-based opportunities, safety and regulation solutions, and a capital plan. The design will outline Energy Conservation Measures (ECMs) and their potential cost savings.
Project Management	The construction process integrates the City, subcontractors and our personnel into a single project team focused on successful implementation. Our process is built upon the four major functions of organizing, planning, installing and completing the project. These functions provide a foundation for a cohesive, effective mechanism to manage the work on time, and with the quality we both demand.
Commissioning	Each retrofit will be validated by a qualified technical representative and be in accordance with the sequence of operations and contract requirements. As further assurance, our Operations Manager will certify each retrofit in accordance with the approved Johnson Controls Project Commissioning Plan.
Monitoring and Verification	Johnson Controls follows the IPMVP guidelines to measure and verify savings and we offer the four general approaches outlined in the document: Option A – Retrofit Isolation with Key Parameter Measurement; Option B – Retrofit Isolation with All Parameter Measurement; Option C – Whole Facility Analysis; and Option D – Calibrated Simulation of Energy Use.

Service	Summary
Operations and Maintenance	Our approach to O&M is to help you determine which systems are critical to the operation of your facilities and to prioritize the tasks to be performed. Technologies have improved significantly in recent years, allowing a "predictive" approach that enables diagnostic testing of certain equipment to proactively predict impending equipment failure. Equipment can now be scheduled for repair and maintenance with minimal disruption to occupants, and at a lower cost than emergency repair.
Training	You will receive a comprehensive, directed and sustainable training program. We will begin with brief interviews and simple testing to help determine your training needs, and will use a variety of methods to train your staff, either on-site or at one of our Johnson Controls Training Institute locations. Our training program will be completely customized for the City and the ECMs installed.
Financing	Johnson Controls will guarantee that the savings will be sufficient to cover the cost of the program, resulting in a net zero impact to your operating budget. The facility improvements can be made with no capital expense to Alma, and allow the resulting energy and operating savings to pay for the improvements as the savings accrue. This arrangement will avoid any additional financial obligation for the improvements, as there is a net zero (no) change to your operating or capital budget.
Grants	Through a partnership with Johnson Controls, the City of Alma has a unique opportunity to access a value-added service through our Grant Services Team. We can provide a customized search and research report of potential federal and state government, utility and private foundation funding opportunities. The team will also partner with you to coordinate grant application development, as well as management of funding compliance and reporting requirements.
Renewable Energy Resources	Johnson Controls has been actively involved in developing commercially viable renewable energy technologies for hundreds of projects around the world. The range of projects includes solar PV, solar thermal, geothermal heat pumps, biomass gasification cogeneration and many others. Our Advanced Solutions Development Team is comprised of senior-level engineers who assist in the design and implementation of renewable energy technologies.

Wastewater Treatment Plant Experience

In 1885, Warren Johnson launched a company to explore new ways to harness and conserve precious energy resources. In doing so, he also launched a tradition of customer-focused innovation – a tradition that has inspired thousands of employees for nearly 140 years and that continues to drive the success of Johnson Controls. Today, we are a world leader in renewable energy, building systems, energy and water efficiency, and performance contracting. We have grown into a Fortune Global 500 company with $25+ billion of annual revenue and more than 100,000 dedicated employees working in 2,000 locations across 150 countries.

Johnson Controls is helping clients to identify, operate, and construct cost-effective wastewater solutions every day, having completed nearly five dozen wastewater projects in the U.S. over the last 20 years. Launching from our performance contracting business, which began in the 1970s, we have developed and perfected our approach on more than 3,500 projects for a variety of markets, honoring every guarantee. Driven by the ability to reduce energy and operational expenses through capital investment, our teams have targeted improvements at treatment plants, including aeration, sludge hauling and disposal, and digestion.

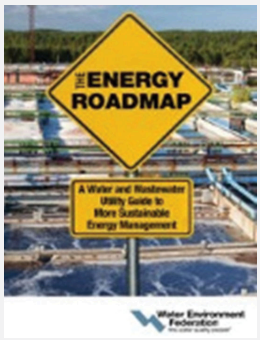
Currently, we have 411 active performance contracting projects in North America that are guaranteed to deliver more than $7.04 billion in energy and operational savings to our clients. This includes 92 similar projects for local governments involving $960 million in savings. In Michigan,

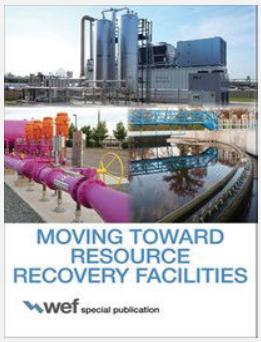
Johnson Controls has implemented more than $368 million in upgrades as part of 158 performance contracts for a variety of markets. Our track record is your assurance that Johnson Controls plans, develops, and implements realistic energy efficiency projects that achieve the expected results. The following is a list of our active Michigan performance contracting projects:

Client Name	Guaranteed Savings
City of Marquette	$32,230,676
City of Lansing	$18,228,651
Flint Community Schools	$16,259,341
Port Huron Housing Commission	$12,508,872
County of Eaton	$8,993,397
Isle Royale Phase 2	$2,951,048
Christian Reform Church HQ	$2,832,650
Walkerville Schools	$2,136,374
Gerald R. Ford Library	$1,146,690
Total	**$97,287,699**

Johnson Controls is helping clients to identify, operate, and construct cost-effective solutions every day. Given our extensive history and experience serving this unique market, Johnson Controls has been able to build upon and expand our base of service offerings. The table below illustrates some of the solutions we are able to deliver to our clients.

- Biogas-to-energy solutions, including Combined Heat and Power (CHP), Renewable Natural Gas (RNG), pipeline injection, virtual pipeline, and CNG fueling stations.
- Biosolids improvements, including:
  - Thickening & dewatering
  - Digestion
  - Class A solutions
- Efficiency solutions, including aeration, pumping, and automation
- Renewable energy technologies, including solar, distributed energy storage, and microgrids
- Utility benchmarking
- Procurement through Cooperative Purchasing, Public Private Partnerships, Energy Performance Contracting, and other avenues
- Funding through SRF programs and incentives using our in-house Grant Writing Team
- Project/construction management





Bringing Recognized WWTP Industry Expertise

Our lead Environmental Engineer, Mandy Sheposh, was a co-author for The Energy Roadmap: A Water and Wastewater Utility Guide to More Sustainable Energy Management and Moving Toward Resource Recovery Facilities, a WEF Special Publication.

- Energy savings measurement & verification
- Energy and wastewater treatment process consultative services
- Legal assistance
- Finance evaluation & assistance
- Start-up commissioning
- Service contracts for maintenance

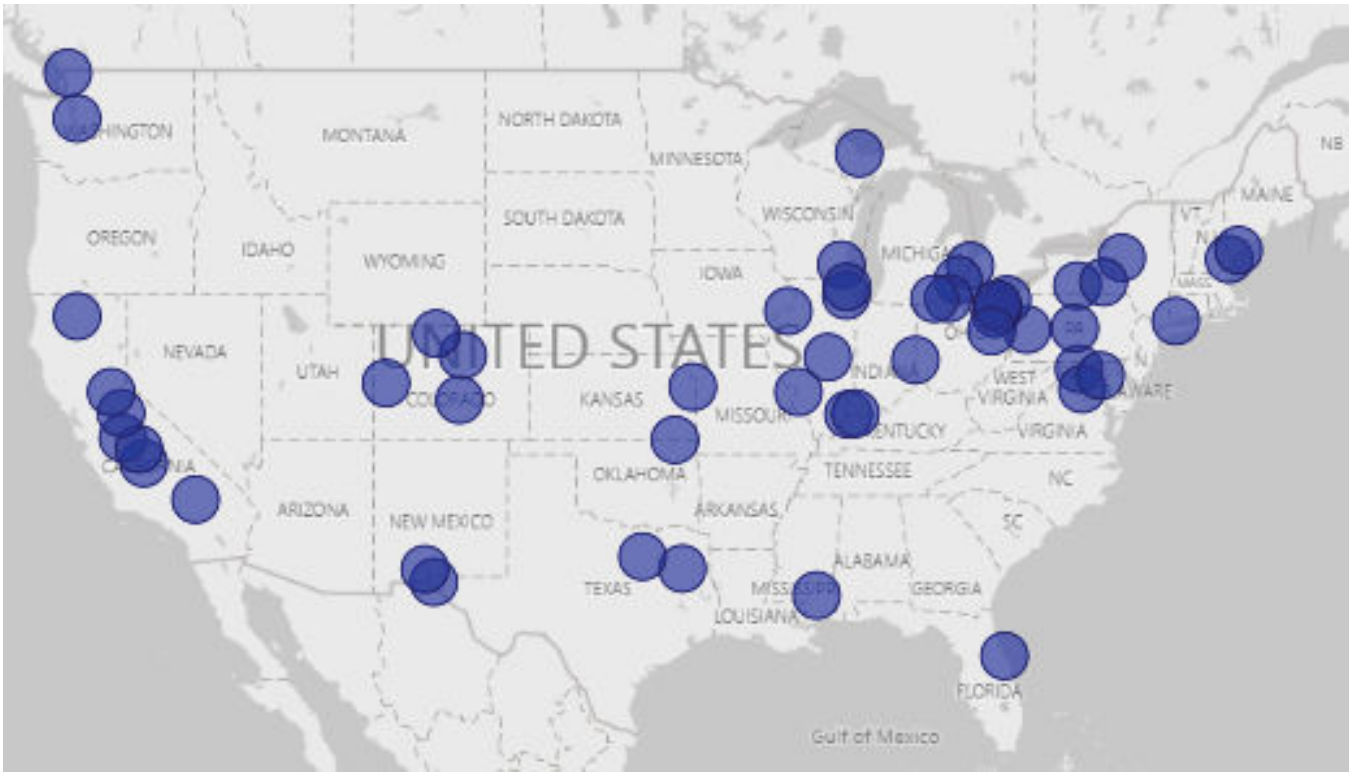
Johnson Controls has been in the sector of energy efficiency, alternative energy, and fuel swapping for decades. Led primarily through the Sustainable Infrastructure division, which has traditionally focused on energy-saving performance contract projects, we have provided energy solutions to our clients that equate to 26.3 million metric tonnes of carbon offset via emissions reductions. We have worked with numerous cities to implement equipment and process upgrades that reduce energy and chemical consumption, reduce qualified operational costs, and assist in the successful operation of treatment plants. Our key areas of focus include biogas and landfill gas utilization, anaerobic digestion, biosolids dewatering & drying, resilience & renewables (photovoltaic, distributed energy storage, microgrids, geothermal, and wind), comprehensive aeration system improvements (blowers, diffusers, and controls), pumping and motor efficiency, SCADA upgrades and automation,

and supporting infrastructure (e.g., lighting, mechanical (HVAC), and building automation systems). We also assist with utility benchmarking, funding through SRF programs and incentives using our in-house Grant Writing Team.

As the largest P3 provider in North America, Johnson Controls also has the flexibility to meet these various technical solutions with tailored project delivery options, such as performance contracting, P3, co-ops and other alternatives in between that transfer risk from our clients to Johnson Controls. Our project portfolio has focused on providing the most stable and cost-effective solution for our clients, and we look forward to the opportunity to serve the City of Alma.

Since pioneering performance contracting in the 1970s we have developed and perfected our approach, honoring every guarantee. In 1999, we expanded performance contracting to water utilities and have since implemented more than $250 million worth of improvements at 58 water and wastewater treatment plants across the country, as shown in the map below.

Johnson Controls Wastewater Treatment Plant Projects



OpenBlue

Blueprint of the Future for Smart, Sustainable Buildings

We are world leaders in HVAC, Controls, Fire, Security, and Digital Technology. OpenBlue is the space where all of these solutions come together and connect to deliver new experiences and solve new client problems. It is a complete suite of connected solutions that combines the company's 138 years of building expertise with cutting edge technology. When married with Johnson Controls

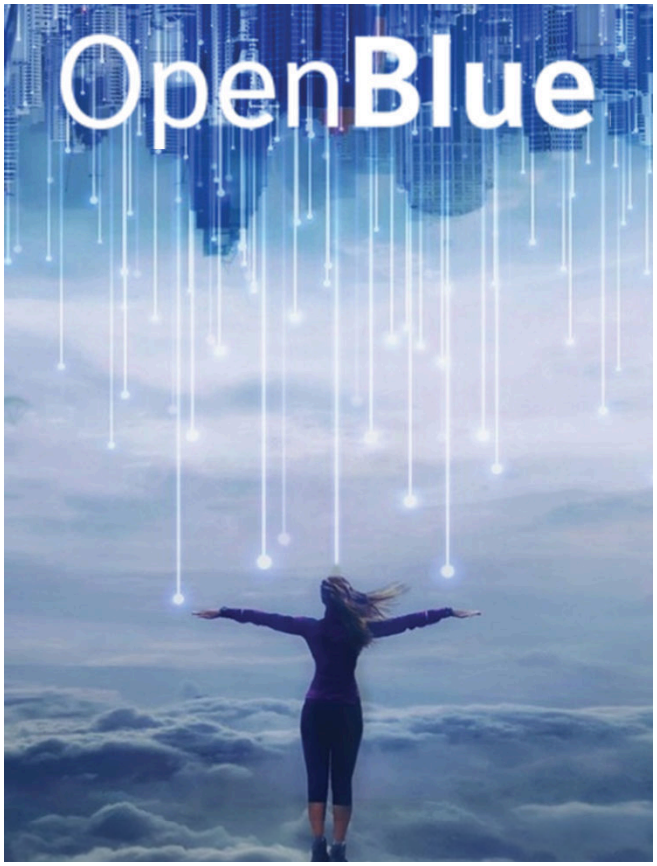
> "Johnson Controls now positioned as a leader in Integrated IoT Platforms for Smart Buildings"
>
> **- Verdantix, Green Quadrant IoT Platforms for Smart Buildings 2019 Report**

core building systems and Fortune 100 technology partners, this open, digital architecture delivers:

- Impactful sustainability
- New occupant experiences
- Respectful safety & security

OpenBlue includes tailored, AI-infused service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments and more. We are digitally transforming environments to more effectively use the data that buildings generate to drive comfort, security and sustainability.

The culmination of years of research and development by Johnson Controls industry-leading engineers and data scientists, OpenBlue was designed with agility, flexibility and scalability in mind, to enable buildings to become dynamic spaces. Clients will be able to manage operations systemically, delivering buildings that have memory, intelligence and unique identity. We have dedicated teams of OpenBlue experts who partner with our clients and experts to develop a tailored blueprint of the future for their buildings.



Tailored Services for the Full Building Life Cycle

- Customer vision workshops
- Advanced engineering & integration
- Remote diagnostics
- Comprehensive audits
- Risk assessment
- Expert installation & commissioning
- Predictive maintenance
- Retrofit services
- Expert consulting
- Comprehensive training
- Managed access control & video
- Financing models
- Project management
- Equipment tests & inspections
- Advanced monitoring
- Rental solutions

Local Branch Strength and Capabilities

Our local full-service Saginaw office, located less than an hour away, will oversee all aspects of the project from beginning to end. Additional office locations in Auburn Hills, Grand Rapids, Ann Arbor, Madison Heights, and Portage can provide additional expertise and support. In all, we have 972 professionals in Michigan, including project leaders, design engineers, project managers, measurement and verification professionals, as well as service technicians, mechanics and specialists to provide ongoing support.

Insurance, Bonding and Financial Strength

The respondent shall provide a certificate of insurance detailing their present coverage and limits. The respondent shall also provide their bonding capacity and bonding rate. If the firm is a separate legal entity from the manufacturer, for example a distributorship or manufacturer's representative, specify the legal business classification of the responding firm, describe the legal relationship between the responding firm and the manufacturer, provide audited financial statements of the local firm for the last two years, and summarize the longevity and financial strength of the local firm. All respondents must submit the last two years of Audited Financial statements for their company.

Insurance Certificate

A copy of our current insurance certificate is provided in the appendix.

Bonding Capacity and Rate

Current bonding capacity: $200 million single, $600 million aggregate

Current bonding rate: $2.50/$1,000

Annual Reports

Copies of our two most recent financial statements are included on the enclosed flash drives.

Longevity and Financial Strength

Johnson Controls was founded in 1885 and has since grown to become a Global Fortune 500 company with more than $25 billion in annual revenue. Our parent company has more than $42.1 billion in total reported assets and a long-term credit rating of BBB+/Stable/A-2 from Standard & Poor's Rating Service. We continue to generate strong revenue and profitability, which empowers us to fund our project development activities.

Johnson Controls' financial health provides the City of Alma assurance of our ability to serve our clients. Our capacity to integrate a wide range of services into a cohesive, tailored value proposition for our customers truly differentiates us from our competitors. We have invested millions of dollars to create a robust operational, financial, and technical infrastructure, critical when managing large, widely distributed, and divergent sets of properties that constitute customer portfolios.

We continue to focus on profitable growth in all our businesses, as it allows us more opportunities to leverage our volume, leading to improved quality and efficiencies. This enables us to invest in innovation and improve our services, bringing more success to our customers. Our growth goals are supported by initiatives focusing on new technology, optimizing our resources and continuous improvement of quality, reliability, and delivery.

Biddeford Taps Johnson Controls to Improve Plant Operations

Johnson Controls provided comprehensive evaluation, design and construction phase engineering for $1.4 million in upgrades at the Water Street Wastewater Treatment Plant and the sewage pump stations. By replacing two of the three 125 HP constant speed multi-state centrifugal blowers with two variable speed turbine blowers that are more technologically advanced and have a higher efficiency, the plant reduced energy use by 510,000 kWh per year and saved $6,300 per year in operational costs. In all, the project is saving the City more than $2.6 million.

B. Performance Contracting

State the number of years your firm has executed Guaranteed Performance Contracting Services as a company and in the State of Michigan. State the number of performance contracting projects and the total value of all guarantees. Provide evidence of NAESCO (National Association of Energy Service Companies) "Energy Service Provider" accreditation.

Implemented more than
3,500 projects
over 35 years

More than
$7.2 billion
in guaranteed savings

Generated
$12.5 billion
in additional spending

Currently managing
441 performance contracts

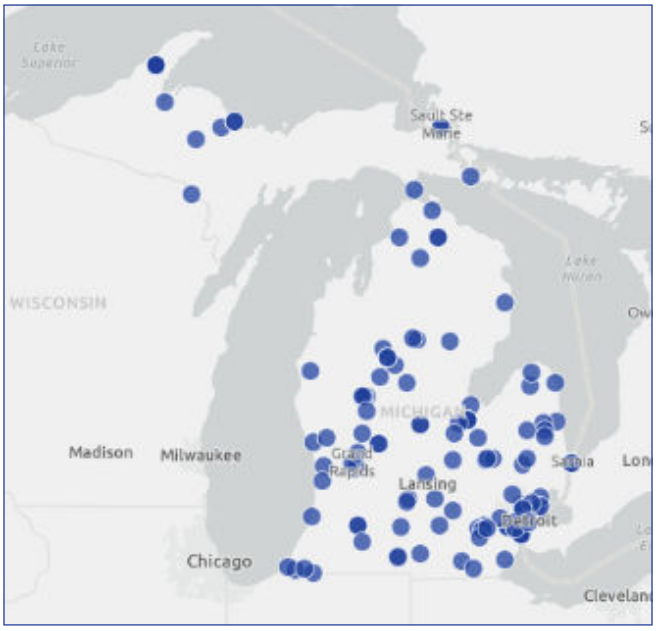
92 municipal projects with
$960 million
in guaranteed savings

$410 million
in spending with diverse suppliers

Met or exceeded projected savings
99.5% of the time

Helped create
39,901 jobs

Reduced CO_2e emissions by
10.5 million tonnes



In Michigan, Johnson Controls has implemented more than $368 million in upgrades as part of 158 performance contracts for a variety of markets.

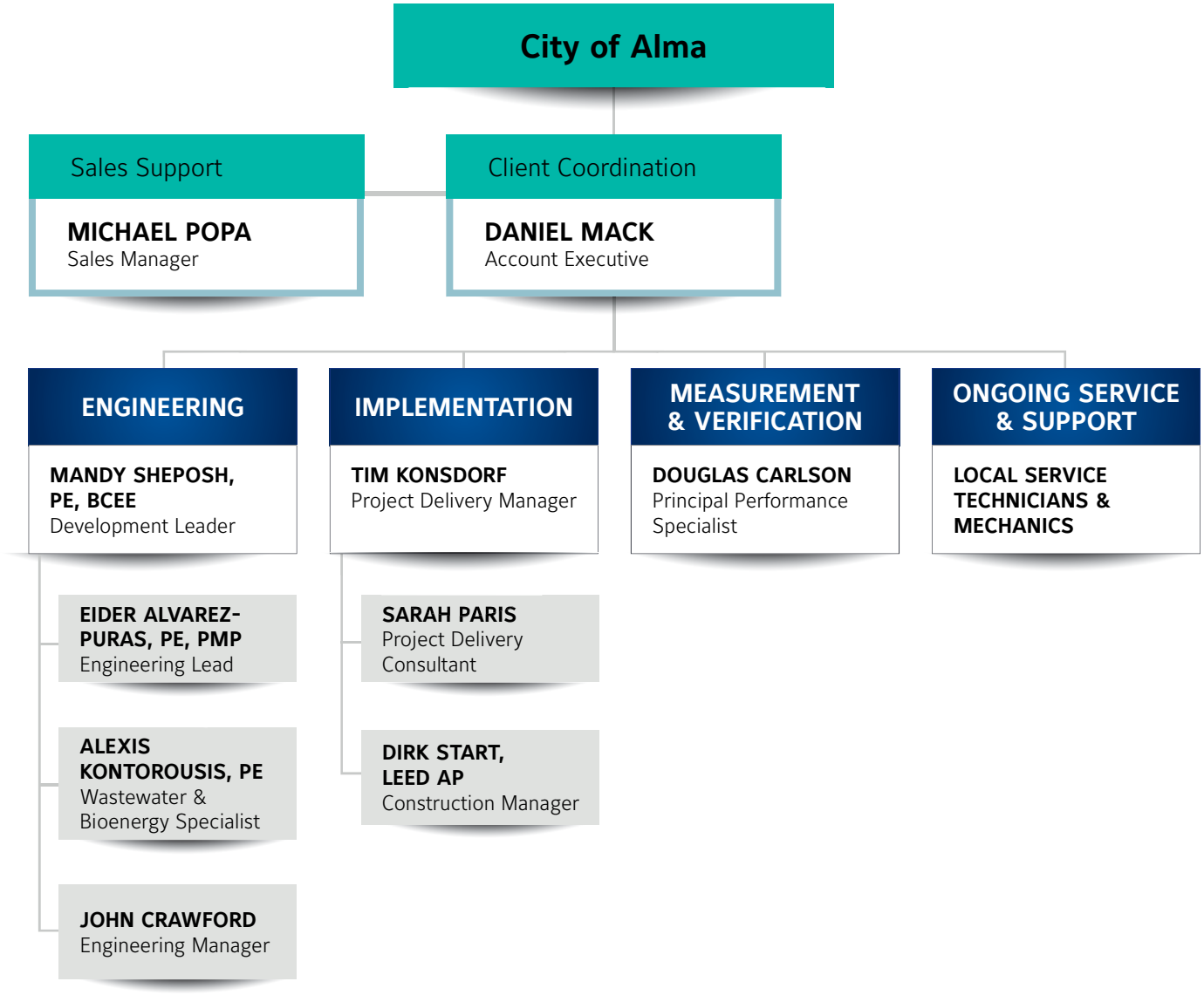
NAESCO's Highest Accreditation

Johnson Controls has achieved the Energy Service Provider accreditation.

C. Project Team

List the members of the project team. Provide a list of the personnel to be used on this project and their qualifications. A one-page resume including education, experience, and any other pertinent information shall be included for each team member assigned to this project.

The project team we are dedicating to Alma includes national recognized experts in wastewater treatment plant efficiency and operations, as well as local implementation and ongoing service professionals to ensure this project delivers the benefits you envision.



DANIEL MACK

ACCOUNT EXECUTIVE

Daniel brings 27 years of experience in the energy efficiency industry, including nearly a decade developing performance contracts totaling $200 million in improvements for Johnson Controls and 13 years working directly with clients providing value on the account management side. Daniel is responsible for leading the development of infrastructure improvement projects for our MUSH market clients and providing innovative engineering and financial solutions. Daniel will serve as one of the main points of contact, providing quick, efficient coordination throughout the project.

ROLE

Client Coordination

EDUCATION

BS, HVACR Engineering Technology, Ferris State University

AAS, HVACR Technology, Ferris State University

HVACR Systems Apprenticeship, Community College of the Air Force

City of Warren Wastewater Treatment Plant, MI

Account executive for $8 million worth of aeration upgrades, pumping improvements and other process improvements at the plant. We implemented various facility upgrades, including lighting retrofits, building envelope improvements, boiler, motor and compressor upgrades, and other measures. The project will save $11 million over 15 years.

City of Monroe Wastewater Treatment Plant, MI

Account executive for the $10.4 million worth of screw press dewatering, pumping improvements and other process improvements. We also implemented various facility upgrades, including lighting retrofits, envelope improvements, boiler replacements, motor and VFD replacements, controls upgrades to BMS and SCADA, HVAC upgrades, and other measures. The project will save $12 million.

City of Toledo, OH

Account executive for this $75 million effort involving upgrades to the city-wide water system, including water metering, billing system upgrades, the installation of a new customer web portal for customized reading an billing as well as a sophisticated reading network and a change management effort to ensure long term sustainability of the investment. This project will save the City $177 million.

City of Anderson Water Utility, IN

Project development engineer for a $21.3 million AMR/AMI city-wide fixed base electric and water meter reading system involving 62,000 meters. The project will save $40 million.

City of Mount Vernon Water Utility, IN

Project development engineer for the comprehensive survey of the City's water system. The multi-phase effort included water meter replacements, correcting problems at the water purification plant and correcting negative pressure on hydrants. The City will save $14 million.

City of Port Huron Water Utility, MI

Account executive on a $3.8 million energy savings project that touched nearly every city facility, including the water and wastewater plants as well as their streetlights. We put together a program that replaced 7,500 meters of various sizes, and installed 12,000 AMI radios as well as the fixed infrastructure to receive reads automatically on a daily basis.

City of Middletown, OH

Project development engineer for an $8 million project to replace 20,000 water meters with integrated wireless two-way communication devices, municipal wireless communications network for AMR backhaul and future communications needs. The project will save the City $9.9 million over 10 years.

MANDY **SHEPOSH**, PE, BCEE
DEVELOPMENT LEADER

Mandy specializes in projects at the intersection of municipal resource centers and energy – especially biogas, biosolids, and energy efficiency projects. She has executed every step of energy and master planning services, including master planning, preliminary and detailed design, and post-construction and controls optimization.

Downers Grove Sanitary District CHP Upgrades, IL

Project engineer responsible for designing the digester gas-to-energy infrastructure. This $6 million phase involved improvements to build upon Phase 1 upgrades and install digester gas-to-energy infrastructure to make the plant net energy producing. Phase 2 included installation of a 375 kW CHP system. After the Phase 2 improvements, the WWTP can produce as much as 655 kW electrical and 2.5 MMBTU/hr of thermal output. The heat recovered from the system is used to provide the total heat demand to the digesters. This energy runs all plant equipment during dry weather flow and produces a surplus of thermal energy throughout most of the year.

ROLE

Engineering

EDUCATION

MS, Environmental Engineering, University of Illinois at Urbana/Champaign

BS, Civil Engineering, University of Illinois at Urbana/Champaign

REGISTRATIONS

Professional Engineer

Board Certified Environmental Engineer

EIDER **ALVAREZ-PURAS**, PE, PMP
ENGINEERING LEAD

Eider brings 10 years of experience in wastewater and bioenergy projects. She provides expertise and resources to successfully implement infrastructure improvements, especially for municipal clients. Eider collaborates in local and national professional associations, from which she is able to leverage innovations in the sector.

Phase 1B Biological Improvements, DeKalb, IL

Design engineer for a $50 million biogas maximization system and biogas-to-energy solution at an 8.6 MGD plant. Eider developed cost estimates, payback analysis, design drawings, and specifications for biogas safety equipment, biogas conditioning equipment, and CHP units.

CHP No. 2, DeKalb, IL

Project manager for the feasibility study, preliminary design, and design-build phases for a second dual-fuel 375kW CHP unit. Eider led data collection and technical & financial feasibility evaluation for biogas-to-energy alternatives, and prepared the feasibility report and preliminary design.

ROLE

Engineering

EDUCATION

Masters, Environmental Engineering, Illinois Institute of Technology

BS, Chemical Engineering, Univ. of the Basque Country

REGISTRATIONS

Professional Engineer

Project Management Professional

ALEXIS KONTOROUSIS, PE

WASTEWATER & BIOENERGY SPECIALIST

Alexis is a wastewater and bioenergy specialist who designs energy-saving and bioenergy opportunities at wastewater treatment plants and landfills. She also brings expertise preparing specifications, drawings, and bidding documents, submitting permits, and coordinating with clients. Alexis has wastewater operational experience and has also managed engineers to coordinate all disciplines of the design to follow the design scope per the client.

ROLE
Engineering

EDUCATION
BS, Biosystems Engineering, Michigan State University

REGISTRATIONS
Professional Engineer

Jones & Henry Engineers

Wastewater Process and Project Engineer

- Process engineer designing wastewater treatment, water treatment systems, and managing design projects
- Preparing specifications, drawings, and bidding documents, submitting permits, and coordinating with clients
- Managing engineers to coordinate all disciplines of the design to follow the design scope per the client
- Managing construction projects (onsite construction observation, project management, submittal/ shop drawing review, pay application and budget review, field changes and communication between client and contractor)
- Applying for State Revolving Loan Funds, SAW Grants, NPDES Permits, Asset Management Plans, and SESC Permits
- Developed odor studies including collecting air samples, writing recommendations, and managing the study

Cargill

Production Engineering Associate

- Oversaw operation of pretreatment and biological plant including screening, dissolved air flotation, anaerobic lagoons, sequence batch reactors, and disinfection
- Supervised the industrial wastewater treatment plant, which consisted of leading operators, troubleshooting systems, and chemical controls
- Construction safety supervisor of $8 million project, which involved issuing permits, daily safety walks, construction audits, holding progress meetings, and communicating changes with plant operations and maintenance

Production Management Intern

- Researched waste streams at the plant and presented alternatives for the current system to reduce costs, developed a recycling program, and ways to reduce cardboard hauling costs
- Created graphing tools and data sheets to improve the usage of Overall Equipment Effectiveness and developed a procedure to accurately measure inedible waste

Walther Farms

Agricultural Engineering Intern

- Assisted in design of new storage facilities for long-term potato storage, which included electrical work, structural design and modifications, and project management
- Redesigned sediment ponds for more effective removal of solids from the potato wash water

JOHN CRAWFORD

ENGINEERING MANAGER

John provides leadership in establishing the development team objectives and team efforts. He develops and engineers projects while providing engineering and financial support on large complex projects. John provides engineering solutions for clients, which support Johnson Controls' product and service offerings where available. He is responsible for establishing an ongoing partnership with clients, providing technical consultation on current systems, along with future energy and operating cost efficiencies.

ROLE

Engineering

EDUCATION

MBA, Management, Northwood University

BS, HVACR Engineering Tech, Ferris State University

AAS, HVACR Technology, Ferris State University

City of Warren WWTP, MI

Project development manager for $8 million worth of aeration upgrades, pumping improvements and other process improvements. We implemented various facility upgrades, including lighting retrofits, building envelope improvements, boiler, motor and compressor upgrades, and other measures. The project will save $11 million.

City of Monroe WWTP, MI

Project development manager for the $10.4 million worth of screw press dewatering, pumping improvements and other process improvements at the plant. We also implemented various facility upgrades, including lighting retrofits, building envelope improvements, boiler replacements, motor and VFD replacements, controls upgrades to BMS and SCADA, HVAC system upgrades to RTUs and AHUs, and other measures. The project will save $12 million.

City of Marquette, MI

Engineering manager for a $28 million effort involving city-wide security and IT upgrades, an energy management system, LED lighting and street lighting retrofits, new water meters and an AMI system, a cogen plant at the wastewater treatment plant, and various building improvements. The program will save the City more than $42 million and also created 37 full-time jobs in the city.

City of Muskegon Heights WWTP, MI

Project development engineer responsible for leading the development of a $1.5 million performance contract for the WWTP, pumping stations and other facilities. The scope included lighting, a boiler replacement, controls, mechanical upgrades, chillers and building envelope improvements.

Wyandotte Municipal Utility Services, MI

Project development engineer responsible for leading the development of a $10.8 million two-phase effort involving several municipal utility facilities. The scope included electrostatic precipitation system modifications, steam traps, steam pipe insulation, lighting, temperature controls, VFDs, mechanical upgrades, vibration analysis, electric motors, compressed air system modifications and fire suppression system modifications.

Genesee County, MI

Project development manager for this $10.6 million project involving 15 buildings. The effort included lighting, controls upgrade and scheduling, VSDs, boiler replacement, solar PV, RTU replacement, roof repair/replacement, IT infrastructure improvements and water conservation.

City of Port Huron Water Utility, MI

Project development engineer on a $3.8 million energy savings project that touched nearly every city facility, including the water and wastewater plants as well as their streetlights. We put together a program that replaced 7,500 meters of various sizes, and installed 12,000 AMI radios as well as the fixed infrastructure to receive reads automatically on a daily basis.

TIMOTHY KONSDORF

PROJECT DELIVERY MANAGER

Timothy is responsible for the overall management of all aspects of the installation, including developing and managing the project schedule, making sure equipment is delivered on time, and working with our on-site personnel and subcontractors. He also works with our project development professionals from the beginning to ensure a smooth transition from development and design to construction. Timothy brings 32 years of project and operations management experience in performance contracting, energy conservation, renewable energy, laboratory control systems, and building management control systems installations.

ROLE

Implementation

EDUCATION

AAS, HVAC, Ferris State University

City of Marquette, MI

Operations manager for this $27.9 million project involving 19 buildings. The effort included combined heat and power bio gas engine generators, building and parking lot lighting, controls upgrades, variable speed drives, a boiler replacement, roof replacement, new chillers, new traffic signals, street lighting, WWTP & WTP upgrades, IT infrastructure improvements, AMI system and water meters, water conservation measures, and City Hall renovations. The project will save the City $31.9 million over 20 years.

Genesee County, MI

Project manager for this $9.4 million project involving 15 buildings with 631,000 square feet. The effort included lighting, controls upgrade and scheduling, variable speed drives, a boiler replacement, solar PV, RTU replacement, roof repair/ replacement, IT infrastructure improvements and water conservation. The project will save $7 million.

City of Muskegon Heights, MI

Project manager for this $1 million effort involving exterior and interior lighting retrofits, HVAC mechanical upgrades, digital building automation system, building envelope improvements, water conservation improvements and more.

Port Huron Housing Commission, MI

Project manager for this $4.1 million effort involving exterior and interior lighting retrofits, HVAC mechanical upgrades, digital building automation system, building envelope improvements, water conservation 6.7 million over 15 years.

Houghton-Portage Township Schools, MI

Project manager for this $17.2 million, three-phase effort that included lighting retrofits, controls upgrades, variable speed drives, a boiler replacement, RTU replacement, roof repair/replacement, IT infrastructure improvements, water conservation, building envelope and athletic field upgrades, including an artificial turf football field.

Big Rapids Public Schools, MI

Project manager for a $3.7 million, two-phase effort that included lighting retrofits, controls upgrades, variable speed drives, boiler and RTU replacements, a roof replacement, IT infrastructure improvements, water conservation measures, building envelope improvements, and a solar PV array.

Covenant HealthCare, MI

Project manager for a $3 million project that included lighting retrofits, controls upgrade and scheduling, variable speed drives, boiler and AHU replacements, building envelope improvements, and water conservation measures. The project will save more than $246,000 per year.

SARAH PARIS

PROJECT DELIVERY CONSULTANT

Sarah is responsible for project installation, manpower planning, construction management, subcontractor negotiation, and supervision, engineering and implementation of performance contracting, owner direct and new construction projects. This includes cost accounting, A.I.A. billing, design approval, as-built preparation and owner training.

ROLE

Implementation

EDUCATION

BS, Construction Management, Northern Michigan University

AS, Climate Control, Northern Michigan University

City of Marquette, MI

Project delivery consultant for this $27.9 million project involving 19 buildings. The effort included combined heat and power bio gas engine generators, building and parking lot lighting, controls upgrades, variable speed drives, a boiler replacement, roof replacement, new chillers, new traffic signals, street lighting, WWTP & WTP upgrades, IT infrastructure improvements, AMI system and water meters, water conservation measures, and City Hall renovations. The project will save the City $31.9 million over 20 years.

City of Port Huron Water Utility, MI

Project delivery consultant on a $3.8 million energy savings project that touched nearly every city facility, including the water and wastewater plants as well as their streetlights. We put together a program that replaced 7,500 meters of various sizes, and installed 12,000 AMI radios as well as the fixed infrastructure to receive reads automatically on a daily basis.

Ewen Trout Creek Public Schools, Ewen, MI

Project delivery consultant for a $3.8 million project involving roofing insulation, variable frequency drives, energy recovery units, direct digital controls upgrade and exterior lighting. The school district will save $21,100 annually.

Northern Michigan University CHP, MI

Project delivery consultant for a new central utility plant addition. The plant included 1 x 42,000 pph biomass fueled boiler, 1 x 750 kW back-pressure steam turbine generator and a new building to house the equipment and fuel storage.

Negaunee Public Schools, MI

Project delivery consultant responsible for implementing a $465,000 project in a 103,000-square-foot middle school. The ECMs included energy management system upgrades, AHU replacements, a boiler replacement, boiler burner upgrades, new steam room control valves, steam trap repairs, vending misers, bus fleet fuel enhancements, and building envelope improvements. The project is guaranteed to deliver $99,000 in savings in the first five years.

Houghton-Portage Township Schools, MI

Project delivery consultant for this $17.2 million, three-phase effort that included lighting retrofits, controls upgrades, variable speed drives, a boiler replacement, RTU replacement, roof repair/replacement, IT infrastructure improvements, water conservation, building envelope and athletic field upgrades, including an artificial turf football field.

L'Anse Area Schools, MI

Project delivery consultant responsible for implementing more than $1.1 million in upgrades, including lighting retrofits, an energy management system, boiler replacements, VSDs on AHUs and pumps and other HVAC upgrades, controls enhancements, and building envelope improvements. The project is guaranteed to deliver $403,000 in savings in the first five years.

DIRK **START**, LEED AP

CONSTRUCTION MANAGER

Dirk holds overall responsibility for construction management and customer satisfaction. He determines initial and ongoing resource needs that are needed to meet schedule milestones. Dirk helps to develop and implement the site safety and security procedures. He is actively involved in the local contracting community, developing and maintaining subcontractor relationships. Dirk brings expertise in manpower planning, construction management, subcontractor negotiation and supervision, engineering and implementing of performance contracting. This includes cost accounting, A.I.A. billing, design approval, as-built preparation, and owner training. He has received OSHA 30 Construction Safety certification.

ROLE

Implementation

EDUCATION

MSE, University of Michigan

BSE, University of Michigan

BS, Letters & Engineering, Calvin College

REGISTRATIONS

LEED Accredited Professional

City of Warren WWTP, MI

Project manager for $8 million worth of aeration upgrades, pumping improvements and other process improvements. We implemented various facility upgrades, including lighting retrofits, building envelope improvements, boiler, motor and compressor upgrades, and other measures. The project will save $11 million.

Branch County, MI

Project manager responsible for implementing a wide variety of energy conservation measures in six municipal facilities. The $1.4 million effort included lighting retrofits, boiler and chiller replacements, occupancy sensors, controls upgrades, variable speed drives, a VAV box replacement, building envelope improvements, water conservation measures and more. Johnson Controls guaranteed annual savings of more than $102,000.

Ottawa County, MI

Project manager for $5.4 million worth of upgrades at 8 buildings on four sites including HVAC replacements, BMS upgrades, exterior lighting retrofits, building envelope improvements, and water conservation measures.

Cotton Correctional Facility, Jackson, MI

Project manager for $1.3 million worth of upgrades at multiple buildings (427,000sf) including interior lighting retrofits, building envelope improvements, and water conservation measures.

Michigan DNR Evart Field Office, Evart, MI

Project manager for the construction of a 5000sf field office and fire station under design/build contract.

Evart Public Schools Athletic Fields, Evart, MI

Project manager for the construction of a new athletic field complex, including two baseball fields, two softball fields, and a football practice field.

US Bankruptcy Court, Grand Rapids, MI

Project manager for the interior construction of the Bankruptcy Court, including courtrooms, judge's chambers, and accessory spaces.

GVSU Michigan Alternative and Renewable Energy Center, Muskegon, MI

Design and procurement team member for the LEED certified Michigan Alternative and Renewable Energy Center building.

MEDC Offices, Lansing, MI

Project manager for the construction of new corporate offices, including a 98,000sf four-story renovation, addition, and parking garage.

DOUGLAS CARLSON

PRINCIPAL PERFORMANCE SPECIALIST

Douglas is responsible for managing the measurement and verification plans for performance contracting projects in the region. For this project, he will lead the measurement methodology specification and control system strategy development, working with the development engineers from the beginning. Douglas will also work with the project managers and provide project installation support so there is a seamless transition to the performance period. Douglas will then produce the energy savings reports to document guarantee performance and provide those to the university for your review. He has more than 35 years of experience in the evaluation, design and verification of energy and water performance contracts for a variety of municipal clients.

ROLE

Measurement & Verification

EDUCATION

MA, Business Administration, Oliver Nazarene University

BS, Electrical Engineering Technology, Southern Illinois University

City of Lansing Phase 2, MI

Performance specialist on a project development agreement for wastewater treatment plant upgrades for the City of Lansing.

Northern Michigan University CHP, MI

Performance specialist for a new central utility plant addition. The plant included 1 x 42,000 pph biomass fueled boiler, 1 x 750 kW back-pressure steam turbine generator and a new building to house the equipment and fuel storage.

City of Rock Island, IL

This $14.8 million performance contract for the City of Rock Island, included improvements to the City's wastewater, water metering, facilities, and street lighting infrastructure. The improvements provide resiliency for the City to meet permit limits into the future while also providing capture of spent revenue that is currently lost to inefficiencies.

City Colleges of Chicago Phase 2, Chicago, IL

Performance specialist for the three phases of the project. The scope included lighting, demand ventilation, energy purchasing, electric to hot water heating conversion, A/C upgrades, BAS upgrades and energy manager. The total guaranteed savings for this project is $17 million with total savings of $19.2 million.

Chicago Park District, Chicago, IL

Performance specialist for the 2 phases of the project. The scope included lighting and heating upgrades. The total guaranteed savings for this project is $10.2 million with a total actual savings over $10.4 million.

John H. Stroger Jr. Hospital of Cook County, Chicago, IL

Performance specialist for the two phases of the project. The scope included lighting and heating upgrades. The total savings for this project is $20.8 million with savings currently in the first year of guaranteed and exceeding the savings.

Argonne National Lab Phase 3, Argonne, IL

Performance specialist for the 3 phases of the project. The scope included lighting, pipe insulation, process loop heat recovery, ventilation upgrades, BAS, building envelope, AHU modifications. The total guaranteed savings for this project is $20.6 million and currently exceeding guarantee by more than $550,000.

University of Wisconsin Phases 1 – 5, Madison, WI

Performance specialist for this effort involving upgrading HVAC, pneumatic controls to DDC, pumping package upgrades, retrofitting lighting fixtures, building envelope improvements, and upgrading air exchange systems. In all, the annual energy guarantee for all phases is $6,116,170 and we currently are exceeding the guarantees by $614,469.

D. References

The respondent shall include references that shall indicate the prior relevant work experience of the prime contractor. References shall be of the type and format described below:

1. Performance-Based Contracting

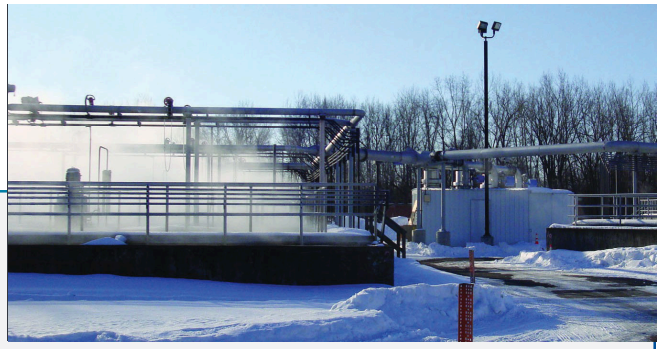
Three (3) Michigan references shall indicate completion date of installation, services and equipment provided, guaranteed and actual program benefits, project cost and financing description, contract term, and benefits to the owner. Provide the owner's name, address, telephone number, and contact person for each reference. References for projects where the responding firm was not the prime contractor are not acceptable. The City of Alma is particularly interested in performance-based contracting references in the local government waste water utility market. Respondents should reference three (3) Michigan wastewater projects to demonstrate firm's ability to successfully implement new technology under the performance-based contracting approach.

The City of Alma will have in Johnson Controls a partner you can rely on given our portfolio of similar projects both in Michigan and across the country. The three Michigan wastewater projects highlighted beginning on the following page illustrate our local and relevant experience in similar projects. Various case studies on additional wastewater projects have been included throughout our proposal.

Rome Relies on Johnson Controls for Treatment Plant Upgrades

Beginning in 2005, the City of Rome in New York selected Johnson Controls for a preliminary energy assessment that included city hall and the conventional facilities improvements for the water filtration plant and wastewater treatment plant. We also helped review the potential for energy efficiency within the treatment process. The potential process improvement measures included converting surface aerators at the treatment plant to fine bubble aeration, converting unused tankage to equalization tanks, installing a micro-turbine to burn excess digester gas, and installing variable speed drives on raw water supply pumps.

In 2007, Johnson Controls installed $2 million worth of energy efficiency upgrades that will pay for themselves over time. The performance contract included lighting upgrades, a new boiler, energy management systems and building envelope improvements.



In 2008, based on performance with conventional facilities improvements, Johnson Controls installed variable frequency drives for the water supply pumps and aeration project at the wastewater treatment plant. The project expanded the capacity of the treatment plant to accommodate the wastewater needs of new businesses, decreased energy consumption to lower utility costs and reduce operating expenses, and paid for these upgrades without raising taxes.

In 2009, we completed construction of a new aeration system and installation of variable frequency drives on the water supply pumps at the water treatment plant.

City of Warren | Warren, MI

Comprehensive treatment plant upgrades lead to $600K in annual savings

CHALLENGE:

The City's wastewater treatment plant was in need of major upgrades due to aging and inefficient equipment. Johnson Controls developed $8 million worth of self-funded improvements including comprehensive aeration upgrades including controls, pumping improvements, the implementation of biological phosphorous removal, incineration efficiency, demand management controls and other process related improvements.

SERVICES AND EQUIPMENT PROVIDED:

Our team also implemented various facility upgrades, including lighting retrofits, building envelope improvements, boiler, motor and compressor upgrades, and other measures including a 10kW solar demonstration project. The project was completely funded though $580,000 in annual energy and operational savings.

BENEFITS TO THE OWNER:

- The improvements were focused on providing the greatest energy cost reduction opportunities possible, addressing numerous infrastructure deferred maintenance issues, providing plant staff with the technology to operate the facility more efficiently, and supporting the achievement of the City's energy reduction goals.
- This project was awarded the 2013 Michigan Energy Services Coalition, Leadership in Energy Efficiency award.

Completion Date

December 2014

Guaranteed Benefits

$589,438

Actual Benefits

$601,414

Project Cost

$8 million

Financing & Term

Tax-exempt Installment Lease Purchase

5 years

Client Contact

Bryan Clor
One City Square
Warren, MI 48093
(586) 264-2530, ext. 8103
bclor@cityofwarren.org

City of Monroe | Monroe, MI

Monroe benefits from major treatment plant upgrades and energy savings through partnership with Johnson Controls

CHALLENGE:

The City of Monroe partnered with Johnson Controls for a very similar energy efficiency and process improvement program that touched nearly every aspect of the plant's operations. The effort, financed through Qualified Energy Conservation Bonds, involved more than $10.3 million worth of new treatment plant systems and equipment, as well as general facility improvements.

SERVICES AND EQUIPMENT PROVIDED:

The upgrades included a redesigned dewatering system replacing centrifuge with screw presses, variable speed drives on large and small pumps, UV disinfection equipment improvements, SCADA upgrades, rehabilitations of two major lift stations, and other process improvements. We also implemented various facility upgrades, including lighting retrofits, building envelope improvements, boiler replacements, motor and VFD replacements, controls upgrades, HVAC system upgrades to RTUs and AHUs, and more.

BENEFITS TO THE OWNER:

- In all, the project will save the City $115,000 in annual energy costs and $230,000 in annual operational costs.
- The City also tapped Johnson Controls to provide training and an ongoing service agreement for the controls system.

Completion Date
June 2016

Guaranteed Benefits
$1,098,877

Actual Benefits
$1,098,877

Project Cost
$10.4 million

Financing & Term
Qualified Energy Conservation Bonds
7 years

Client Contact
Barry LaRoy, PE
Director of Water & Wastewater Utilities
120 E. First St.,
Monroe, MI 48161
barry.laroy@monroemi.gov
(734) 384-9150 x2122

City of Marquette | Marquette, MI

Citywide effort for Marquette involves cogen system at the treatment plant and much more

CHALLENGE:

Faced with an aging infrastructure and high energy costs, Marquette lacked sufficient capital funds to address years of deferred maintenance and necessary security, energy, and IT upgrades. They also wanted to take a holistic approach to the needed improvements and take advantage of new technologies.

SERVICES AND EQUIPMENT PROVIDED:

They City partnered with Johnson Controls on a strategic smart city solution to modernize their facilities, reduce energy usage, and implement a robust plan for the future. Working with Marquette, Johnson Controls identified opportunities to self-fund the upgrades without increasing the tax burden or negatively impacting the City's bond capacity. We provided a turnkey approach with a single point of contact to drive accountability and operational integrity. This program involved $27 million in upgrades across 25 municipal facilities across the city, including a cogeneration plant at the wastewater treatment plant, updating 22 traffic intersections, 2,500 streetlights, and 125 bike lights, replacing 7,000 water meters with smart meters for an advanced metering infrastructure system, building envelope upgrades, HVAC improvements, and more.

BENEFITS TO THE OWNER:

- The upgrades enabled an aggressive continuous improvement plan, saving the City even more capital while putting them on a path to keep their facilities and infrastructure at peak efficiency.
- In all, the program will deliver $42 million in guaranteed savings and make a local economic impact of $62 million, creating 37 local full-time jobs over two years.

Completion Date
August 2019

Guaranteed Benefits
$2,842,699

Actual Benefits
$2,899,536

Project Cost
$28 million

Financing & Term
Tax-exempt Lease Purchase
5 years

Client Contact
Mike Angeli
City Manager
1100 Wright St.
Marquette, MI 49855
mangeli@mqtcty.org
(906) 225-8897

2. Maintenance Services

Describe maintenance services provided by the RFQ Respondent, including a description of the service organization and personnel directly employed by the respondent. Include a list of services provided and the ability to provide service at the customer's request for all related improvements. It is important for the customer that the provider employ a trained mobile service department.

Johnson Controls recognizes that there are significant challenges involved in developing the correct balance of service to ensure maximum benefit to the City's asset investment. When engaging in a performance-based relationship, our aim is to provide turnkey solutions to mitigate the risk from a financial performance and improve upon the quality-building environment. Our service strategy is designed to protect the owner's investment through the entire performance contract and beyond.

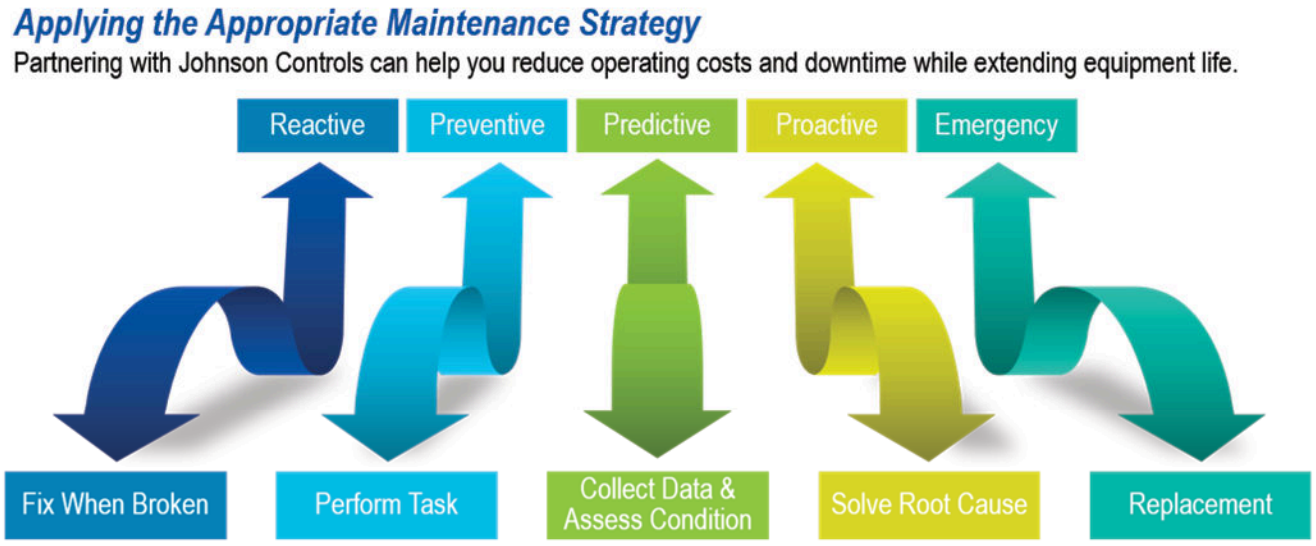
Our goal is to evaluate the City's current maintenance strategy, support your investment and reduce your life-cycle infrastructure costs. The performance-based service matrix that Johnson Controls employs includes many of our predictive and proactive services. The services include vibration analysis, spectro-chemical oil analysis, flue gas analysis, ultrasonic leak testing, operating deflection shape analysis as well as many others that can be employed as needed. The first steps we take include developing an overall strategy that includes a combination of preventive, reactive, predictive and proactive components. An effective strategy will include all components.

Developing a Maintenance Plan

Implementing an effective maintenance plan is critical to ensure the proper operation of equipment over the long term, and Johnson Controls is the only company that can self-perform the design, installation, measurement and verification, and operations and maintenance tasks required. We can be the single-source provider from conception to completion and through the full life cycle of your project.

Results Oriented Services

The City of Alma can fully customize a maintenance plan that keeps your facilities operating at peak efficiency. Every piece of equipment has different requirements for maintenance, and we will review with the City the detailed operations and maintenance procedures necessary to extend the useful life of equipment and develop the maintenance strategy that will best meet your goals. This strategy will address predictive, proactive, reactive, and scheduled preventive maintenance, as well as emergency service.



Maintenance services can be arranged through our professionals in our branch office, or by phone. Our phone lines are open 24/7 and are manned by local personnel during normal business hours and by service dispatch personnel after hours. All of our technicians are manufacturer-trained and direct employees of Johnson Controls. Our response time is as follows:

- Immediate phone response time.
- Four-hour on-site response time.
- Two-hour emergency response time.

Our long-term commitment to serving our clients is unmatched by any other performance contractor. We combine more than 138 years of experience in designing and maintaining building systems with state-of-the-art technologies, so you can rely on our expertise to achieve your objectives.

Scheduled Preventive Maintenance

Our maintenance support services offerings safeguard a successful project, offering long-term financial and energy performance results. Services offerings are available for the length of the savings guarantee. We can also offer an extended warranty on all equipment installed for the entire term of the contract. This includes a complete preventive maintenance/diagnostic analysis strategy to protect your investment by extending the life of the equipment and maximizing reliability.

Our history and expertise in performance contracting services has led to successfully implementing and installing simple to complex systems in varied environments. The exact extent and nature of the agreement will be developed with your input because we want to provide support for the services you require.

Preventive Maintenance Inspections

Since most preventive maintenance inspection services take the form of task-based services as opposed to predictive diagnostics, equipment failure may occur unexpectedly, typically under high use conditions. Unexpected failures force the City to make costly emergency repairs that may involve overtime, outsourcing of emergency repairs at prevailing time and material rates, and the emergency procurement of major equipment with expedited lead times for delivery; all of which drive up costs.

Scheduled service visits can prevent or alleviate the extended hours of continuous operation; wide fluctuations in building load, placing significant stress on equipment, the need to remove the accumulation of dirt particles, which reduce the output capacity of the equipment, and the corrosive nature of certain fluids that flow through the equipment. Planned service agreements address the critical functionality of the equipment and the need to remain in compliance with building codes and regulatory authorities. It also maximizes the efficiency of equipment performance and prolongs the useful life of the asset.

Predictive Maintenance

Predictive diagnostics involve detecting both existing and emerging conditions before they cause equipment failure. We assess the conditions of the equipment and then determine the level of service needed. Predictive diagnostics should be adamantly upheld, justified by a reduction in operating expenses through the minimization of downtime, reduction in staff overtime, catastrophic failure expense, and increased life expectancy of major assets.

Proactive Maintenance

Proactive maintenance solves the root cause of a problem to extend the life of the equipment, for example, vibration analysis. Proactive maintenance is designed for your facility's most critical equipment and areas.

Reactive Maintenance

Reactive maintenance may be more cost-efficient in certain cases to allow equipment to break/fail and then repair it based on the importance to the operation of your facilities. Working within the context of extensive knowledge of your facilities, we can provide a broad range of service solutions that include a portion of each of the above.

Emergency Service

As part of our ongoing services, we provide emergency service within two hours on all covered equipment. The emergency service/extended warranty plan includes the cost of any replacement parts and labor for all covered equipment. Dispatched through our 24-hour operations center, professional technicians are available whenever and wherever needed, enabling us to ensure a quick response to any emergency repair situation that may occur.

"What's impressed me the most about Johnson Controls is what I've seen to be a desire of the company to develop a lasting relationship based on quality of products, installation and, even more important, long-term service."

- Steve Bedard, CFO, City of Charleston, SC

"The company provides professionally trained staff that would be extremely difficult for us to find and retain. They have specially trained staff that can be brought in when needed. Even more important, they have significantly reduced our maintenance and HVAC expenses. We couldn't be more pleased with Johnson Controls and the services they have provided to the College."

- Dr. Joe Birmingham, President, Weatherford Community College

Award-Winning Project Delivered Two Weeks Ahead of Schedule

The City of Tyler in Texas needed to address deferred maintenance and reduce operational costs at their wastewater treatment plant. We evaluated four alternatives for savings and we showed they could significantly reduce energy use through an aeration basin DO control strategy, in conjunction with premium efficiency aerator motors. Additional savings could be achieved with new premium efficiency motors on the aerobic digester aerator shafts.

The $18.4 million project was completed two weeks ahead of schedule and will result in savings and additional revenue of $38 million. The City was recognized with an American City and County Magazine Crown Award and a U.S. Mayors Public-Private-Partnership Award.

Johnson Controls

03

Technical Approach

A. Needs Analysis

Indicate the respondent's approach to performing detailed audits, identification and design of improvement measures, and a comprehensive solution that addresses all aspects of energy savings, revenue enhancement and operating cost reductions.

Energy Savings Performance Contracts have been used by Johnson Controls and proven during the past decade on a number of major water and wastewater facilities. The success of the approach described below is founded on customer involvement and a step-wise approach that provides the opportunity to make mid-course corrections and assure a desired outcome. Five elements are key to the success of an energy savings performance contract at a water or wastewater treatment facility:

- Establish an appropriate energy baseline and Basis of Design.
- Develop a scope of work that fits into the existing CIP, using water resource recovery best practices.

"Providing modernized infrastructure that benefits our residents and businesses, while also prioritizing aesthetics and safety, was key for us. We are thrilled a trusted partner like Johnson Controls was able help make this project a reality through a Performance-Based Contract that will produce guaranteed savings of approximately $177 million."

- Ed Moore, Director of Public Utilities, City of Toledo, OH

- Savings calculations based on engineering principles and performance standards.
- A thoroughly developed construction schedule, incorporating ongoing and future plant projects and plant schedules.

Joint planning, development and open communication are common elements to the project approach that is proposed for your project. This is a dynamic process that allows us to deliver an outcome that can meet or exceed your goals.

Discovery Phase

Objective: Establish an understanding of your goals and key success factors. Identify systems with the potential for improvement; Identify project objectives; and determine the potential overall benefit of implementing a performance contract.

1.1 – Request for Information

We will prepare a request for information that establishes:

- Plant discharge permit
- Facility Information
- Operating data
- WWTP and process flows and loadings
- Utility information
- Copies of previous studies
- Record drawings
- Control system data
- Historical energy consumption and patterns on a plant wide, system, and major equipment basis, as is available.

1.2 – Site Visit

We will conduct site visits to develop a full understanding the project. This will include:

- Gathering preliminary information.
- Attending a project site visit concurrent with a project kick-off meeting and to gather data:
  - » Interviewing WWTP operators to discuss operating philosophy and procedures.
  - » Visiting the applicable areas of the WWTP that are likely candidates for future Energy Conservation Measures (ECMs).
  - » Developing an understanding of the treatment process and how it is operated.
  - » Assessing current condition and needs.
  - » Understanding maintenance and operational procedures.
  - » Investigating with your team the current budget and spending trends to understand overall spending practices.
  - » Assessing the major process equipment power requirements.
  - » Assessing improvement possibilities and associated costs.
- Reviewing previous assessments, treatment plant staff perspectives and maintenance records.
- Following-up initial site visit by any needed supplemental assessments.

Aging equipment needing to be upgraded soon will have a high priority for replacement with more energy efficient, newer technologies. We will have a “laser focus” on energy savings. O&M savings, reliability and longevity will also be taken into account through life-cycle cost analysis to determine preferred upgrades that address aging equipment and are self-financing through savings. We will then review all of the information with the City of Alma for completeness.

1.3 – Preliminary Assessment

- Project Plan, per the SRF requirements, will be developed during the preliminary assessment. The team will analysis potential projects, equipment, and alternatives to be included. The Project Plan includes environmental reviews, community growth, analysis of alternatives, high level project costs, and public participation.
- Develop liquid and solids handling process flow diagrams.
- Data collection is critical and data quality is very important. After the initial data gathering, preparing a site material and energy balance is a critical step to identify gaps and discrepancies that need to be vetted. A second data request (or supplemental field investigation) then follows that fills identified gaps and discrepancies. This phased approach results in efficient data collection focused on areas of greatest uncertainty and analysis tasks that focusing on the most critical factors. This targeted approach leads to a targeted set of ECMs.
- Develop a fundamental understanding of the existing control system.

- Review collected data and formulate list of potential ECMs for review and further consideration.
- Collect additional information that may be needed to clarify and validate list of potential ECMs.
- Develop process models and spreadsheet calculations for WWTP baseline operating conditions.
- Develop list of potential ECMs.
- Use process models and spreadsheet calculations to estimate reductions of energy consumption that could result from the potential ECMs. Recommend selected ECMs for further evaluation.
- Detail current energy use and spending; summarizes proposed ECMs; determines payback scenario; and prepare cash flow data.
- Review the findings with you and propose the course of action that meets financial and performance goals.
- Selection of facility improvement and energy efficiency measures for the Detailed Analysis and Design Phase.
- Contact equipment vendors and materials suppliers to estimate direct procurement costs associated with selected ECMs.

1.4 – Confirm Project Scope

- Based on information obtained, refine project scope and approach.
- Based on list of proposed improvement measures consider potential methods for measurement and verification. Prepare plan for data acquisition to obtain information required to establish energy baselines.

1.5 – Project Team

- Establish/complete the project team based on the needs of your specific project.
- Consider requirements for data logging, site survey, and geotechnical investigation.

Investment Grade Audit

Objectives: Determine the project parameters and funding sources for the project, conduct in-depth assessments of the facilities, and create the proposal detailing the scope of the project.

2.1 – Data Collection

- Collect additional operation records and reports identified in the Discovery Phase.
- Collect data through utility and facility surveys.
- Update information obtained from operators during the Discovery Phase and add detail
- Perform data logging needed to establish energy baseline.
- Perform site surveys, etc. that may be required.

2.2 – Evaluate Alternatives

- Identify alternative technical solutions.
- Conduct a technical and economic feasibility analysis.
- Equipment selection and layout.
- Method of establishing project baselines.
- Measurement and verification approach.
- During a workshop with stakeholders, analyze the findings and determine course of action that best meets financial and performance goals.

2.3 – Project Definition

- Based upon investigations, analysis, and workshops, define and describe the project.
- Finalize project approach and establish design criteria.
- Establish energy baseline.

2.4 – Pre-Design and Savings Calculations

- Finalize equipment selections and layouts.
- Explore financing options.
- Workshop to review technical and commercial aspects of the project.

2.5 – Detailed Engineering and Energy Study and Report

- Prepare documents from which experienced contractors can provide a firm fixed price.
- Constructability reviews with your team.
- Initiate a competitive bid process with approved subcontractors.
- Conduct cost avoidance analysis.
- Finalize preparation for financing.
- Complete project guarantee.

B. Training

Provide detailed information on the training programs available to in-house maintenance personnel, including course content, location, schedule, and number of trainees. The respondent will also include programs available for promoting water and energy awareness among customer personnel.

By partnering with Johnson Controls, Alma will have the ability to customize training to increase the self-sufficiency of your staff or to develop competencies in specific areas. Training, in conjunction with our service offering, maximizes the efficiency of your facility operations. Course content, location, schedule, and number of trainees will be determined once the final project scope has been identified.

It is critical though for training to occur at defined intervals throughout the course of this project, facilitating proper communication between Johnson Controls and your staff regarding how buildings will operate throughout the installation period and the entire term of our agreement. Refresher seminars will be available from year-to-year, as requested, to maintain the degree of training necessary for staff to perform at a high level of efficiency. Each training session will review basic practices, and introduce new technology and procedures as they become available.

1. Project-Specific Training

As part of our performance contracting services, we will provide training to Alma personnel on the proper operation of newly installed systems, which is crucial for maintaining their reliability and long-term integrity. This instruction is conducted during the final phase of project commissioning. Training on new systems typically includes:

- Start-up and shutdown procedures, operation under all normal modes, and correct procedures under abnormal or emergency conditions.
- A description of the system capabilities and limitations.
- Procedures necessary for effective operational monitoring and alarming.
- Inspection, service and maintenance requirements for each system.
- How to use all included operations and maintenance documentation.

At the end of the process, every mode of systems operation, all systems equipment, components and zones, all backup systems, and every item in the control sequence description are proven operational under all normal modes (including part and full load), and under abnormal or emergency conditions.

2. Workforce Development

You may have additional training needs beyond the scope of the newly installed systems. We use the term Workforce Development to describe our programs to increase the skills of operations personnel so they can more effectively keep facilities running in peak condition, providing maximum comfort for building occupants at all times.

We know that to design the most appropriate training program for Alma, we must first understand the current knowledge and skills possessed by your staff. We obtain this information by conducting a series of brief interviews and simple testing with representatives from your supervisory and maintenance departments. This process will help determine exactly what training will be required for each of these groups.

Skill Level Assessments

Johnson Controls professionals will perform the following activities to assess the skill level of your maintenance staff:

- Define current maintenance and operating procedures.
- Define required maintenance and operating procedures for new equipment.

- Interview and evaluate the skills and knowledge of each facility's primary operations staff regarding energy management, basic building operation, and HVAC theory. These groups include maintenance supervisors, maintenance staff, facilities engineering, and quality control.
- Review training options with plant engineering and maintenance.
- Determine and organize training programs, based on need and skill level, for functional groups within the facility (e.g., supervisors, maintenance staff, custodial).

Sample Skills Assessment Report

Our clients use this report to determine specific training needs and assess which employee is best suited to respond to various types of work orders. It becomes their dispatching resource guide.

Sample HVAC Technician Gap Analysis Training Report

	HVAC Technicians Core Tasks		Average Team Gap (%)	HVAC Tech 1	HVAC Tech 2	HVAC Tech 3	HVAC Tech 4
▲	Task Level 1	Average L1 Gap	14.9	15	18	24	17
	Category:	Planning and Organization	26.0	37	31	37	25
	Category:	Basic Computer Skills	10.0	0	25	0	25
	Category:	Safety & Accident Prevention	10.8	18	0	36	0
	Category:	General Mechanical Systems Maintenance	0.0	0	0	0	0
	Category:	Facility Systems Troubleshooting	12.0	0	40	20	0
	Category:	Electricity for Building Services	8.0	10	20	0	10
	Category:	Reading Schematic Wire Diagrams	8.0	0	20	0	20
	Category:	HVAC Electronic Controls	26.0	30	10	50	40
	Category:	Facility Management Systems and Digital Controls	45.4	36	55	100	36
	Category:	Refrigeration Certification & Skills	12.0	20	0	40	0
	Category:	Air-Handling Units w/HW & CW Coils	0.0	0	0	0	0
	Category:	Air Compressors	0.0	0	0	0	0
	Category:	Air Dryer	55.0	0	100	75	100
	Category:	Fan Coil Units	0.0	0	0	0	0
	Category:	Rooftop Air-Handling Units	0.0	0	0	0	0
	Category:	Centrifugal Chillers	85.0	100	75	100	50
	Category:	Chilled Water Pumps	46.8	33	67	67	67
	Category:	Low Pressure Hot Water Boilers	0.0	0	0	0	0
	Category:	Diesel Fuel Pumps	0.0	0	0	0	0
	Category:	Cooling Towers	40.0	60	20	80	40
	Category:	Exhaust Fans	0.0	0	0	0	0
	Category:	Variable Frequency Drives	65.0	100	50	100	75
	Category:	Liebert DX Computer Rooms Units	16.0	20	40	0	20
◆	Task Level 2	Average L2 Gap	40.0	18	62	61	60
	Category:	General Mechanical Systems Maintenance	40.0	25	50	75	50
	Category:	Facility Systems Troubleshooting	80.0	0	100	100	100
	Category:	Electricity for Building Services	40.0	30	70	40	60
	Category:	Facility Management Systems and Digital Controls	80.0	33	89	89	89
●	Task Level 3	Average L3 Gap	71.4	57	100	100	100
	Category:	Facility Management Systems and Digital Controls	71.4	57	100	100	100

▲**Level 1** identifies core skills that most employees should have.

◆**Level 2** skills are more complex so the gaps are usually larger.

●**Level 3** skills are highly complex so you may only need a few specialists.

This column shows the average performance gap for the entire HVAC technician staff.

A Zero Score = Expert Skills

Areas in red indicate major staff performance gaps where training may be needed.

HVAC Tech 3 has no skills regarding variable frequency drives.

HVAC Tech 1 is an expert at troubleshooting facility systems.

Our skills assessment will provide Alma with concrete data to make sound training decisions and maximize training dollars for the greatest impact on the facility portfolio.

3. Designing an Optimal Training Program

Based on the identified training gaps – or to address other training issues – Johnson Controls will work with your staff to design the most suitable and cost-effective training program. We will use a variety of training methods to instruct your staff, including these three types of training methodologies:

On-Site Training	• Hands-on training by certified Johnson Controls Training Institute instructors with continuing education unit credits • On-the-job equipment demonstrations and maintenance procedure reviews • Portable equipment simulators for hands-on practice
Off-Site Training	• Johnson Controls Training Institute • Johnson Controls Branch Office • Training partnerships with technical colleges
Self-Directed Study	• Interactive CDs • Videos • Workbooks and training manuals

1 On-Site Training

Several resources can be provided for on-site instruction and training. First of all, many Johnson Controls Training Institute courses can be held as a remote seminar at any location of your choosing. Remote seminars are very effective because they allow group training of the City's facilities, systems and equipment. Remote seminars are taught by Johnson Controls Training Institute instructors. The seminars are held at client sites or other convenient locations, depending on the specific training requirements.

Another option for on-site instruction is on-the-job training. On-the-job training allows our engineers, technicians and mechanics to provide instruction in your facilities. Training materials include on-site laboratory sessions, course handbooks and examinations. Typical topics include energy management, HVAC systems maintenance, and building management system operation. Finally, additional support and technical assistance can be provided for the City's staff over the phone or during our normal service visits.

Unique Workforce Development Program to Create Local Jobs

Participants earn college credits and technical certifications, making them eligible for apprenticeships, internships and jobs.

2 Off-Site Training

Johnson Controls Training Institute

By partnering with us, you will have access to the Johnson Controls Training Institute, which has successfully developed facility operation and maintenance workforces since 1947. Experienced, certified, full-time instructors who are among the most knowledgeable in the industry conduct our Institute courses. They're dedicated professionals whose daily experiences with HVAC systems, troubleshooting, maintenance, control strategies and energy management result in a level of expertise unsurpassed in the industry. Their ability to share this knowledge in a comprehensive format ensures that attendees experience a productive, intensive and cost-effective training experience.

All Institute locations are equipped with comfortable classrooms and state-of the-art training labs for facility management systems, computer instruction, mechanical equipment, and preventive maintenance. The laboratory equipment simulates a facility environment to allow hands-on learning without risk to real systems and equipment.

Johnson Controls Branch Office

Branch office training may present a more convenient and cost-effective alternative to our standard Institute locations. Sample branch training program topics include CFC refrigerant issues, pneumatic controls theory, practical maintenance procedures, and basic building operations theory. Most Johnson Controls Training Institute courses can be held at a Johnson Controls branch office to minimize travel time.

3 Self-Directed Study

CDs and Videos

We realize that off-site classroom instruction is not always practical for your staff. For that reason, the Institute produces several packaged training programs. Convenient and effective in-house training is possible through a variety of instructional computer-based training programs and videos produced by the Institute. The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Each modular lesson can be reviewed after the initial learning experience to refresh skills as needed.

Workbooks and Manuals

The Johnson Controls Institute offers a wide range of written materials for learners and trainers, from manuals to self-paced workbooks to a comprehensive textbook on the science of HVAC controls. Many of our workbooks contain hands-on lab activities for staff to complete using their own equipment, in their own facility. If a staff member cannot conveniently attend a class, our self-paced workbooks will help get the job done on the City's time frame.

C. Project Management

Indicate your firm's approach to managing the project. Include a timeline showing the necessary activities and schedule for implementation of a sample project. Describe the various responsibilities and coordination of your team members for effective project management.

Johnson Controls is eager to build a lasting working relationship by implementing improvements that will address your current and future needs, and reduce your energy costs. Through our team approach, we will provide all of the benefits of a performance-based partnership to the City, including:

- Delivering results and meeting your goals with our cohesive and responsive team.
- Reducing costs by streamlining processes and maintaining a cohesive team.
- Enhancing the quality of programs and services.
- Minimizing your investment risk through guaranteed savings.
- Promoting local economic development opportunities, both directly and ancillary.

Our project management approach is based on more than a century of project management expertise, as well as 40 years of implementing 3,500 performance contracts, including hundreds in similar municipal facilities. Our dedicated full-time project managers bring expertise in state and local codes and regulations because they are based in the area, and undergo regular training to bring you the latest industry practices. And because they are all in-house employees, we provide you with single source accountability and greater assurance that the project will be delivered successfully. Our approach to effectively managing a performance contract is straightforward and consists of:

- Understanding the specific needs of the City of Alma and assembling an experienced team to meet these needs.
- Conducting a thorough and accurate study.
- Designing equipment and system upgrades based on the audit and financial payback.
- Managing the project in accordance with our proven performance contract process.

- Coordinating and scheduling the installation to minimize interruption to your operations.
- Ensuring the project meets all performance requirements and complies with all state and local regulations.
- Commissioning the project.
- Administering custom owner training and providing for a smooth transition into planned service for each system.
- Providing guarantee monitoring in accordance with our performance contract monitoring process.

Below we have outlined our key project management commitments to the City, the benefits of our using our proven, standardized practices, the structure of our project management team and key people involved, how we work seamlessly through all project phases, and the specific responsibilities of our construction manager.

Key Commitments

Committed to Proactive Communications

We recognize that the most successful projects are those where the client is actively engaged. Joint planning, development and open communication are key to a successful partnership. We incorporate specific measures in our project management plan to maximize interaction between our team and your engineering and operating staffs. They include:

- Conducting regular workshops or review meetings with your staff to gain input on your preferences and ultimately buy-in on decisions as foundational as selecting the best equipment, other input such as provisions for equipment access and removal for maintenance, as well as the "smaller" but very important design details such as selection of construction materials.
- Providing equipment installation references for your staff to contact and in some cases site visits to arrive at decisions about equipment type and manufacturers to be approved for your project.
- Participation in quality reviews of the project planning documents and the construction plans and specifications.

Develop Project Participant List

We will develop a list of primary participants with their contact information to expedite communication throughout the project. We will also include a distribution list with all documents, and a list of attendees with meeting schedules.

Straightforward Deliverables

We will preface each deliverable with an overview of the information included, as well as any requested actions. We will also issue correspondence to the subcontractors to ensure the proper execution of their coordination items.

Regular Status Updates on Tasks

We will hold regular, ongoing meetings with our team and the City's personnel to review the schedule, provide an update of the status of all tasks, and develop work plans to mitigate any schedule changes to make sure the project stays on schedule.

Monthly Schedule Review

We will conduct a monthly detailed review of schedule performance based on the work breakdown structure and variance analysis. We will implement corrective action for elements that exceed established current period or cumulative thresholds.

We will first develop a list of primary project participants with their contact information to expedite communication. We will also include a distribution list with all reports and documents, and a list of attendees with all meeting schedules. Deliverables to the City will be accompanied by a correspondence letter that outlines the information contained in the attachment, as well as any requested actions. Johnson Controls will also actively issue both written and electronic correspondence to the subcontractors to ensure the proper execution of their coordination items.

We will hold regular meetings with the project team and your personnel to review the schedule, provide an update of the status of all tasks, and develop work plans to mitigate any schedule changes. The duration of these meeting will depend upon the complexity of the scope and/or installation. We will then issue any updates to the schedule to the proper personnel. One of the critical aspects of these meetings is reviewing any external interface points to ensure good coordination between subcontractors.

On a monthly basis, we will then conduct a detailed review of schedule performance. This review will be based on the work breakdown structure and variance analysis. We will implement corrective action for elements that exceed established current period or cumulative thresholds. In addition, we will prepare a summary of accomplishments and project issues. These meetings will be critical to ensure good coordination between all parties. Upon completion of the project, your personnel will have been vital members and participants on the project team, assuring their buy-in.

Committed to the Safest Work Environments

Maintaining and improving safety is a cornerstone of the way Johnson Controls operates, and our commitment to the safety and health of our clients, contractors and employees ranks equally with performing quality service. Johnson Controls promotes and maintains continual safety awareness through all phases of work from planning to execution, with emphasis on hazard recognition and safe work practices. As such, each employee has the authority and obligation to stop unsafe activities and take corrective action when needed.

This focus on safety is instilled through our safety training orientation, which includes:

- Facility safety rules and compliance requirements.
- Personal protective equipment required for the job.
- Procedures for reporting unsafe acts or conditions.
- Major hazards likely encountered on the job.
- Emergency evacuation and take shelter procedures.
- Procedures for reporting injuries and obtaining first aid.

To ensure all work for the City of Alma is performed safely, we will customize our Safety Training Program for the unique situations of your project. Our program focuses on identifying hazards specific to the work being performed by Johnson Controls and the safe work practices necessary to eliminate or control the hazardous conditions identified.

To provide a consistent safety program across our company we use a "toolbox" approach to provide the ongoing, job-specific safety messages to employees and contractors in an informal setting such as a small group or one-on-one basis. The toolbox program includes a library of more than 150 topics developed internally to address the hazards specific to our employees' work activities. Each topic is outlined in a conversational format that solicits participants to share their experiences. At the conclusion of each topic, questions are listed to promote further discussion among the participants, obtain feedback and test the effectiveness of the training.

Committed to the Highest Quality

As part of our corporate mission to continually exceed our clients' expectations, Johnson Controls is committed to instituting a superior quality program through all phases. We are ISO 9001:2008 registered, and as such we receive independent audits of our management system to ensure that we remain compliant. Our Quality Assurance department maintains and improves our formal quality strategy, which supports our ongoing commitment to continuous improvement

in all endeavors. This group also works with our manufacturing plants to drive improvements in warranty and outgoing quality levels for our products.

To maintain a high standard of work quality on our performance contracting projects, we follow a formal quality assurance process. The procedures, incorporated into a published quality review manual, were developed from guidelines published by the Professional Engineers in Private Practice section of the National Society of Professional Engineers. Final reports, specifications or drawings cannot be reproduced until the proper reviews have been conducted and the quality of the report, drawing or specification meets acceptable standards. Quality control tasks are separately identified and monitored within the project accounting system.

Specific to your project, we will perform inspections and tests of all items of work, including that of subcontractors, to ensure the quality of materials, workmanship and the functional performance of each project. We will establish periodic reviews with the City either weekly, bi-weekly or monthly. Our local subcontractors demonstrate this same commitment to quality by performing work in a "partnering" environment. The majority of our subcontractors have worked with us before and are fully aware of the requirements and are actively involved with this process.

Standard, Proven Processes Lead to Successful Projects

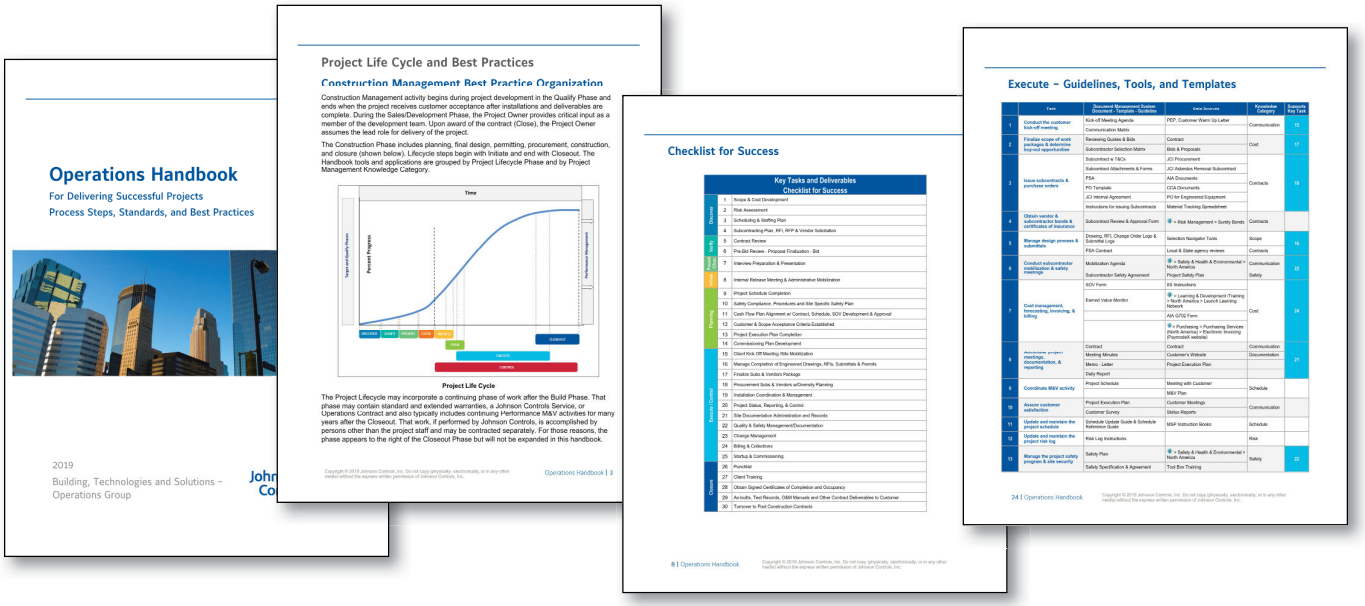
These key commitments and our entire project management process are detailed in our Construction Management Handbook, which is distributed to all project managers through a company-wide SharePoint site. This provides a timely means of sharing collective knowledge to project managers with the best practices developed by their colleagues throughout North America, ensuring consistently superior project performance. We developed, perfected and standardized these processes because construction management involves hundreds of tasks performed throughout the project lifecycle. While some tasks and deliverables are one-time events, most occur as a project "continuum" as the project progresses. Our Construction Management Handbook is a key part of how we drive excellence throughout the organization to ensure each of these tasks is completed successfully. The Handbook serves as a roadmap for our project managers so they can effectively manage projects of all sizes. It breaks down a project's lifecycle into specific phases, and then outlines the tasks the project manager needs to complete. The compilation of standard processes, checklists and tools sets standards for professional delivery of projects using a consistent

Ithaca Partners with Johnson Controls for Digester Gas Effort

Upgrades to the Ithaca Area Wastewater Treatment Facility completed in 2013 mean more than $9 million in guaranteed savings on energy and operations over 20 years to the City. The City partnered with Johnson Controls to design and construct a 3 MW power generating facility using digester gas. The effort also included modernizing of aging infrastructure and improvements to the biosolids digester and boiler. After the project was completed, 65% of the plant's

electric and thermal energy is supplied by renewable sources, up from 24%. The City has also avoided $6.9 million in capital expense while reducing greenhouse gas emissions by 961 tons per year. In addition, our project generated $15 million in economic activity and created 80 green-collar jobs in the region.

format. The Checklist for Success, for example, lists the most important tasks and deliverables required to successfully manage a Johnson Controls project. The Checklist is used as a planning, tracking and documentation tool for the project manager and Johnson Controls' management to assure the project's compliance to our quality standards. Shown below are excerpts from the Handbook.



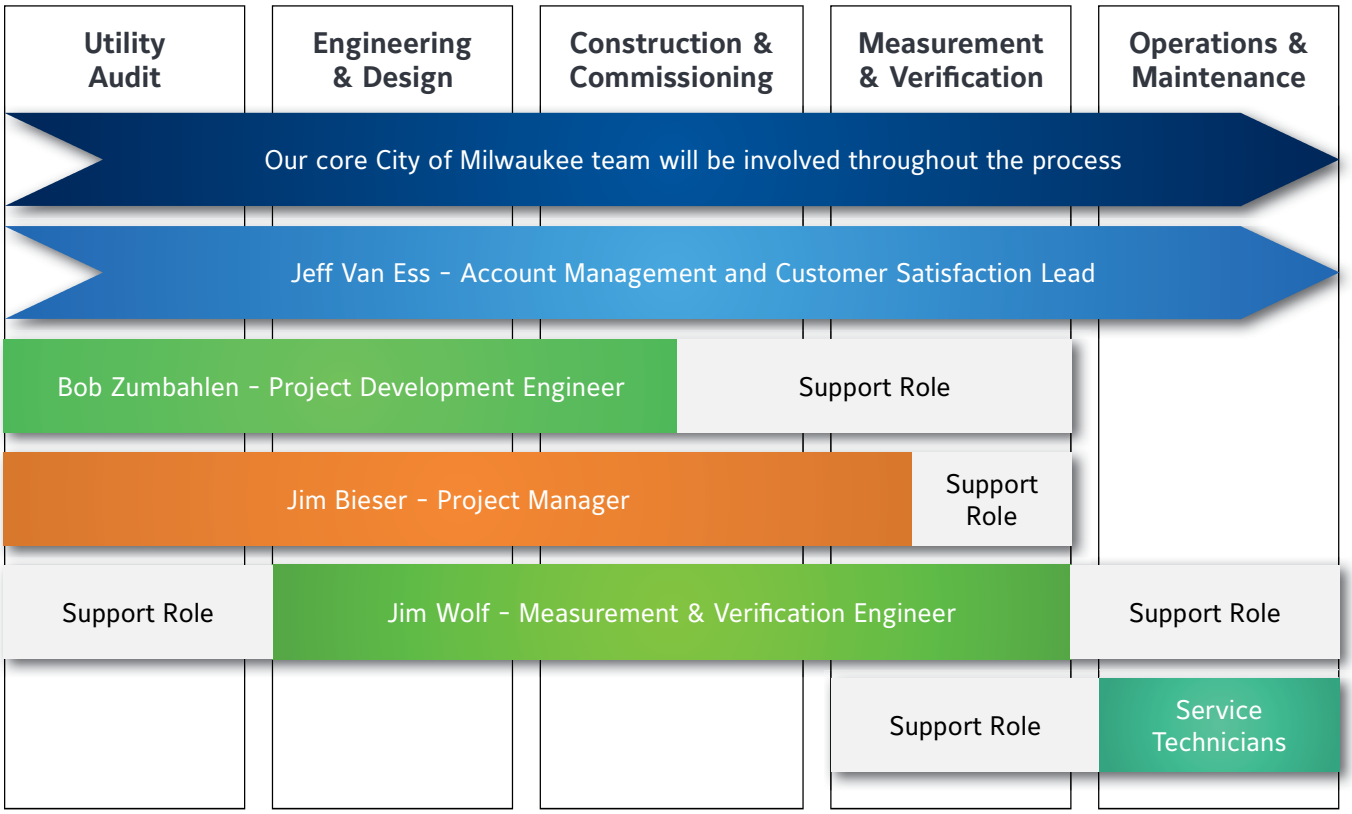
Project Management Team Structure and Key Staff

Using the Construction Management Handbook as the foundation, we have outlined below a project-specific implementation plan. Construction manager Tim Konsdorf will be your point of contact through design, procurement, and installation, until completion of the entire program. He will also plan and control the overall schedule and quality, and oversee other project elements such as documentation requirements, safety training and security requirements. The direct responsibilities of our project management team include:

- Planning, organizing and controlling our implementation team to ensure successful fulfillment of the project objectives.
- Providing an on-site presence for supervision of subcontractors and coordination with your staff.
- Ensuring that all contractual obligations are executed according to applicable policies and procedures.
- Reviewing and approving all actions relating to changes.
- Ensuring all deliverables are provided on schedule with a high level of client satisfaction.
- Ensuring that formal specification changes are reviewed and incorporated into the appropriate documents.
- Ensuring overall project quality according to the quality plan.
- Advising area management of any potential deviations from explicit or implicit contract performance requirements.
- Conducting regularly scheduled job progress meetings for all participants to maintain effective working level interfaces, review project status and direct appropriate actions.

Seamless Transitions Between Project Phases

We make a point to implement into our process smooth transitions from one phase to the next, as shown in the graphic below. We involve our personnel and outside team members early to promote continuity, communication and coordination so nothing is missed. The project manager, for instance, will be involved early in the development process to help with the initial design and pricing, and to become acquainted with City needs and facilities. This will ensure the project development work is completed with a seamless transition between the development team and the project management team. We have developed and perfected this process on more than 3,500 performance contracts, so you be assured that with Johnson Controls your project will be implemented as you envision.



Key Responsibilities of Our Project Manager

Tim Konsdorf will be responsible for managing the entire project team. He will assign responsibilities, define expectations, measure performance, report on progress, and support the entire team's ability to achieve the goals in the construction plan. Tim also serves as the primary client liaison throughout the entire implementation process. In this capacity, he coordinates weekly construction team meetings with the City to ensure open lines of communication and expedient problem resolution. Tim will also conduct daily project status meetings with project foremen to discuss issues and maintain updated progress reports. Finally, he will ensure that all work is performed safely and in accordance with the design and contract documents.

Our project management plan is customized to each effort's size, complexity and unique challenges. It directly supports your goals by providing you with an experienced team with specific local government experience. Tim will coordinate the implementation phase from our office in Saginaw. This office will serve as a center for the management, communications, planning, design review, field engineering, and technical

support, as well as the center of coordination for the installation of the city improvement measures. The key aspects of our project management plan are highlighted on the following page.

Developing a Detailed Plan and Schedule

Tim will create a specific, detailed plan for the implementation of the project. We plan and schedule each task according to the critical path methodology, and execute each phase in line with the designated critical path schedule. Individual aspects are labeled with several key points, including the retrofit category, critical preceding tasks and linking tasks, construction milestones and necessary deadlines, management skills and tools required, follow-up responsibilities, special instructions, and changes from the original specifications.

Our ability to forecast various cost, labor and material aspects accurately will also benefit the City of Alma by eliminating wasted labor hours, minimizing material and labor costs, and streamlining implementation. An essential aspect of this is determining, correctly and precisely, the amount of specific labor type, man-hours and skill sets required to complete a task within a period of time. Because so many tasks are dependent upon the completion of a previous task, we use a detailed and accurate manpower loading system to ensure a timely installation. We have tremendous local government experience in forecasting PC projects and have developed large databases that will assist Tim in all facets of construction forecasting and planning.

Coordinating Effectively with Your Daily Operations

We understand that minimizing disruptions is a priority. Tim and our development engineers will coordinate the schedules with your staff to limit any disruptions, scheduling deliveries and installation times after hours or other low occupancy times. You may also have other capital or renovation projects taking place during the construction phase, possibly affecting the scope of this effort. It is common for these projects to be integrated with the performance contract scope. Tim can work with you to outline a strategy to further coordinate schedules and streamline project management.

Delivering Equipment on Time

Ensuring equipment is delivered on time is critical to meet your schedule and ensure the guaranteed savings begin on time. Because we hold the risk for the guarantee, Johnson Controls has developed a process for purchasing, delivering and managing equipment. This process includes establishing responsibilities to assure adequate review, approval, timely delivery and proper storage of submittal materials. We are a world-renowned innovator in new methods of inventory and materials management, and offer unique benefits. With billions of dollars of product manufactured annually, Johnson Controls is viewed as one of the highest quality suppliers of products and on-time delivery services. And as the largest ESCO, we have the strongest buying power in the industry, providing you with very competitive prices. In all instances, a log of all submittals and a complete set of files for the submittals will be maintained in the project files.

Seamlessly Integrating Subcontractors

Effectively working with subcontractors and suppliers will be critical to meet the schedule and make sure equipment is delivered and installed on time, and we bring a proven process that seamlessly integrates local contractors into our team so you have a single point of contact throughout the entire project. We are directly responsible for all work our subcontractors perform. As such, selecting the right firm is key. We will work with the City of Alma to partner with your preferred contractors who bring experience in your buildings, other local firms to help grow the local economy and diverse firms to help meet your participation goals.

Proactively Identifying and Resolving Problems

Tim is also an expert in delivering quality construction projects. In implementing more than 3,500 similar projects, we have developed and perfected the tools and processes necessary to identify and resolve issues or concerns before they escalate into major problems that threaten the schedule. To control work scope, costs and schedules, our Cost and Schedule Management System creates a feedback and control mechanism. We place an emphasis on developing a detailed scope, schedule, budget and technical performance plan. Where performance and plan deviate, we highlight and analyze variances for appropriate management action. We also have subject matter experts in a variety of fields who can be brought on as needed. These time-tested procedures and methodologies, codified in our Construction Management Handbook, will make the entire project seamless to the City.

Commissioning Equipment to Ensure Successful Completion

Commissioning provides a defined process for lowering energy costs, reducing O&M costs, ensuring functionality and reducing life cycle costs, resulting in higher reliability. Our commissioning approach extends through all phases of the project, from concepts developed during the initial proposal to post-construction operation, with checks at each stage to ensure that proper procedures have been followed. This allows us to effectively verify and document the performance of all building systems. Because energy and operational project benefits are funding vehicles for the capital improvements under performance contracts, commissioning works in conjunction with the measurement and verification of savings. It also ties into the training of building operators and facility maintenance personnel so they can continue to operate the building systems as they are intended.

Sample Timeline

The timeline on the following page provides an overview of critical milestones in the program development. When the final scope has been identified, we will submit for your review a Gantt chart showing the necessary activities and schedule for implementation.

D. Program Benefits Projections

Indicate your firm's approach to projecting the program benefits that will be generated as a result of this project. Describe the methodology, formulas, and reporting of the program benefits. Describe the processes and tools used to effectively project these program benefits.

After we work together to refine the list of energy conservation measures at the wastewater treatment plant, we establish a formal energy baseline that serves as the foundation to determine the final performance and benefits. The baseline is a facility's annual utility consumption. For each month of the guarantee period, the baseline is adjusted to reflect variances in weather, occupancy patterns or building equipment. The net energy savings is the difference between the post-retrofit consumption and the adjusted baseline consumption.

During the initial phase of the project, we will summarize at least two years of utility bills. We will then analyze all reliable individual building sub-meters. In these phases, consumption will be compared with square footage served to spot-check the meters. Once the metering analysis has reached the finest reliable level, we may measure utility consumption for the individual systems (lighting, fans, plumbing fixtures, blowers, pumps, mixers, etc.) using various instantaneous and data logging instruments such as watt meters, ultrasonic flowmeters, temperature probes and runtime meters.

Attention to Savings

Because our performance engineering team is in the area, they will be able to spend more time on site, and will readily work alongside you to provide maximum savings for this project. This one-on-one approach is critical to ensure in ensuring that the project savings are achieved.

We may also use system modeling to simulate baseline operation and compute building heating, cooling, air distribution, mixing and pumping costs. The output of this program, combined with lighting and movable equipment computed usage, which was determined during the building survey, will provide an accurate profile of base utility consumption.

To verify the accuracy of the engineering analysis and calculation procedures, we will tabulate the computed energy consumption for each building by energy type and compare it with metered consumption. If the variance is greater than a couple percentage points either higher or lower, we will recheck the simulation program inputs and review the metering systems to eliminate discrepancies.

Computer Simulation and Modeling Tools

We use many hourly analysis (BIN Analysis) programs for determining present building loads and energy use, and in analyzing savings calculations for various measures studied as part of this proposal. We prefer eQUEST®, though, because it is an extensive and non-proprietary program that has been widely used to perform load studies, understand the impact of different rate structures, and prepare incentives. The inputs for performing the above applications include process related equipment, occupancy data, building envelope, lighting, building equipment, heating and cooling equipment, operating conditions, and schedules. We simulate accurate profiles with actual weather data and rate schedules.

After all input parameters are entered into the program, we simulate the existing building scenario and create a variety of graphs and tables to view energy and dollar usage by energy category. We then compare the simulated data to actual utility bills to verify the model. Matching the calculated data to actual data helps us and the City verify the accuracy of data obtained during our detailed analysis and ensures the guarantees we made have acceptable risk. Once we match the simulated building profile to utility bill profiles, we simulate a number of scenarios to calculate the savings associated with various measures. We also compare and analyze different options and alternatives at this stage, and we can generate a number of reports and graphs to identify energy use by equipment type, fuel type or total costs.

Johnson Controls

04

Financial Approach

A. Financing Source

This project is intended to be financed by State Revolving Funds. In the event that this project is not funded by the State Revolving Fund, please describe the sources and types of financing the respondent would use to implement this project. Indicate the prior use and experience with this method of financing and provide letters of commitment from the financing entity.

Project Financing Capabilities

Johnson Controls has a team of experts in its Structured Finance department that is dedicated to financing projects for clients using several methods as outline below. The team is able to respond to the special characteristics of the project to customize a financing solution for the City. Through our relationships with 30 different financial institutions across the country, we are able to identify the most competitive financing options.

> "The overall solution and financing structure was handled great by the JCI team. JCI developed a solution within our financial requirement of 15-year term while also including an ongoing service agreement that will support larger mechanical equipment in the County's portfolio which was also funded through the program savings."
>
> **- Pamela Pichard, Administrative Service Director, Jackson County, FL**

1 Contingent Payment Program

We offer a unique, alternative arrangement called the Contingent Payment program. Rather than borrow money from a third-party, Johnson Controls funds the cost of the project. The City then pays Johnson Controls over time, but where the obligation to pay is "contingent" upon savings delivered. If Johnson Controls does not perform and deliver the savings as expected, the City is able to withhold payment up to the shortfall amount. The City only pays for the energy savings that it receives.

We have implemented the Contingent Payment program with several clients. They had strong credit ratings and could afford to traditionally finance the projects. However, they simply did not want to borrow money from a bank or bond issuance. Also, the clients wanted to make their savings payments to Johnson Controls out of their utility budget. From their perspective, they pay for energy savings the same way they pay for electricity, gas, and water from the utilities.

2 Infrastructure as a Service

Infrastructure as a Service (IaaS) is also a "pay for performance" program. Johnson Controls would pay for the cost to engineer and install improvements that optimize the utility, operational, and capital costs for the energy infrastructure (and for that matter, any other building technology).

Once installed, the City would pay for the benefits that it receives over the contract term. A key difference from the Contingent Payment Program is the inclusion of maintenance and lifecycle replacement throughout the term of the agreement. Johnson Controls will refurbish and repair all equipment throughout the agreement but will not ask the City for more funds. You get the benefit of new infrastructure without the burden of ownership. We pay all O&M costs during the contract term. At the end of the term, the City can choose to either extend the service contract or purchase the improvements for fair market value. The City also has contractual hand back provisions at the end of the agreement so that Johnson Controls honors our Facility Condition Index (FCI) at end of term. IaaS clients have strong credit ratings and can afford to traditionally finance the projects but consider the packaging of maintenance, lifecycle and FCI on a per unit basis a set-it-and-forget-it model.

3 Lease Financing

The most common form of financing for performance contract projects is a lease-purchase. In these arrangements, the City, as lessee, enters into a transaction with a financial institution, as lessor. A lease-purchase is popular because:

- It is not considered statutory debt.
- It does not require voter approval.
- The documentation and closing costs are relatively light.
- The time to close can be less than 30 days.

Johnson Controls Upgrades a Similar Sized Treatment Plant for Ashtabula

The City of Ashtabula in Ohio selected Johnson Controls for a similar effort renovating their wastewater treatment plant. This project involved retrofitting the rooftop AC units, upgrading the lighting and installing a new hot water boiler and 75 variable air volume boxes, including new ductwork. A Metasys system was also installed to control all of the HVAC functions. The $570,000 project funded several

mission-critical capital replacement items, such as the wastewater treatment plant renovations that never would have been feasible with the City's existing budget. We provided guaranteed savings of $650,000 to fund the project.

According to the Association for Government Leasing & Finance, one of the most valuable attributes of a lease-purchase is that it enables municipalities to finance projects without incurring a "debt" or an "indebtedness" that is subject to voter approval and debt limitations. For most government entities, laws dictate that transactions are considered "statutory debt" if the obligations exceed the revenues for the current fiscal period. They are therefore subject to voter approval and limitations. To address this, the lease-purchase contains certain covenants so that it is not considered debt.

Johnson Controls can work with lenders to design a payment schedule that corresponds to the construction period and savings generated from the project. The goal is to create a cash flow neutral transaction for the client. Johnson Controls can help to identify lenders that can offer lease-purchase terms that are as long as the law will allow. In most cases, this is 15 to 20 years. The longer amortization term enables a client to obtain more facility improvements with the same amount of savings. This reduces the amount of facility improvements that a client needs to purchase through its capital budget or other debt financing.

4 Bond Financing

Johnson Controls has worked on many projects in the past that were financed with various types of bonds. We have also worked on projects where referendums were needed for the public to approve the issuance. Johnson Controls has great relationships with municipal bond underwriters and will freely provide introductions for client. Johnson Controls cannot provide recommendations on a bond issuance. However, we can provide in-depth details on the project to enable the client and its underwriters/advisors to structure a bond issuance in a way that best serves the needs of the client.

Commitment Letters

Letters of commitment from financing entities that have expressed an interest in this project are shown in the appendix.

Richmond, Indiana Selects Johnson Controls for Similar Wastewater Treatment Plant Upgrade Project

Johnson Controls worked with the City of Richmond to identify and select energy saving measures with a focus on energy, water and operational savings at the wastewater treatment plant, as well as the City Building and fire stations.

The bulk of the improvements focused on process improvements at the plant consistent with the long-term control plan developed by the City. At the plant, our solution focused on upgrades to the pumping packages (including increasing pumping capacity to 36MGD), meeting ventilation requirements, adding new blowers at the aeration tank diffusers and water system improvements.

The project also involved traditional facility improvements, including HVAC, electrical, lighting, temperature controls and building envelope upgrades. In addition, we helped the City better use the plant's byproduct, methane gas, to burn in the boilers instead of natural gas. The $2.7 million project will save the City nearly $5 million over 15 years.

B. Grants, Rebates, and Incentives

Provide your firm's approach and capabilities to find grants, rebates, and other sources of funding to help buy down the principle of this project.

With tight budgets, many of our clients need creative financial relief. Our Alternative Funding Team has one shared goal: to find money for you. The team identifies and helps apply for applicable grants, rebates, and incentives so you can make more improvements to your facilities and infrastructure, reduce total cash outlay, and realize greater savings.

Leverage Our Grant Expertise

Countless clients have turned to our dedicated grant experts. With your permission, we are ready to help you. We can collaborate to identify qualified funding opportunities, facilitate and develop grant applications, and provide support to help manage reporting and compliance requirements. Sample opportunities include, but are not limited to: energy efficiency improvements; compressed natural gas buses; security equipment and emergency operations planning; renewable energy projects; professional development; environmental education; landscaping; and parks, playgrounds, and recreational facilities.

At your request, we will use the following process to help you identify and secure funding:

1. Conduct customized research and identify organizational and project-specific government and private grants, as well as subsidized loans and bonds.
2. Generate a funding opportunity report that highlights potential sources.
3. Create a project management plan for application development.
4. Manage the grant application process from start to finish.
    1. Implement strategy to develop and gather appropriate information for competitive and responsive proposals.
    2. Coordinate completion of required attachments.
    3. Write, edit, and format response documents.
5. Review final content to ensure compliance with requirements, ensuring project schedules are met.

Drive Down the Cost of Your Project

Since 2009, Johnson Controls has helped win more than $433 million in grant funding. Our team has an 80% win rate compared to an average industry win rate of 17% to 30%. We win funding from many sources, including the U.S. Department of Energy, the U.S. Department of Justice, and the U.S. Department of Homeland Security.

We work together throughout this process. The City will focus on identifying subject matter experts, obtaining application review and approval from executive leadership, contributing key program and organizational information, and submitting a final application.

Sampling of Grants Received by Our Michigan Clients

- Hope Network, Michigan – $3.8 million for solar installations across multiple properties.

- Kalamazoo County, Cheboygan County, and Missaukee County in Michigan – each county received $508,346 through the Energy Efficiency and Conservation Block Grant Program. In total, the three counties received over $1.5 million.
- Croswell-Lexington Public Schools, Michigan – $205,448 for security improvements.
- Cheboygan Public Schools, Michigan – $170,000 for school security improvements.
- Wyandotte Public Schools, Michigan – $148,736 for a more secure front entrance, security equipment, and enhanced security planning.
- Wolverine Public Schools, Michigan – $50,000 for school security improvements.
- Freeland Public Schools, Michigan – $48,074 for school security improvements.
- Clinton County RESA, Michigan – $43,790 for school security improvements.
- Charlton Heston Academy, Michigan – $25,000 for school security improvements.
- Ewen-Trout Creek Schools, Michigan – $13,074 for security equipment and enhanced security planning.
- Zion Lutheran Church, Michigan – $5,974 for school security improvements.

Capitalize on Rebates and Incentives

Our incentive and rebate professionals work to offset your capital costs and increase your purchasing power. Our experts work with some of the most complicated and stringent utility providers so you can remain focused on your core mission. The Alternative Funding Team routinely assists our clients to secure the following types of rebates and incentives from utility companies and regional energy efficiency programs:

- Prescriptive efficiency equipment rebate programs (process pumping, boilers, heat pumps, furnaces, water heaters, etc.).
- Custom incentives for energy efficiency or energy resiliency projects outside of the utility company's traditional prescriptive rebate program.
- Instant incentives, which are allocated funds to pay for qualified equipment purchases at the time of purchase versus other programs that are normally paid four to six weeks after installation.
- ENERGY STAR equipment and appliance rebates.
- Rebates and incentives for renewable technologies (solar, wind, geothermal, distributed energy storage, etc.).

We Cut Through the Red Tape So You Don't Have to

Our rebate and incentive experts hold a combined 32 years of experience. They blend their in-depth understanding of technologies and utility programs to proactively increase your purchasing power. Since 2019, our Incentives and Rebates team has secured approximately $17.3 million for our customers nationally.

Project Development Due Diligence

We apply the following structured process to make sure that all possible opportunities are captured.

- Research and identify all potential opportunities.
- Recommend qualified products that have the greatest incentive potential to our development engineers.
- Work with utility program representatives to:
  - » Understand utility processes and goals to help streamline Alma's internal processes.
  - » Define critical rebate and incentive timelines and milestone requirements.

- » Determine status of utility funding levels, availability for each program year, and payment ceilings.
- » Verify Alma's participation requirements and availability of incentives.
- » Provide rebate and incentives estimations to Alma based on proposed project scope and options and adjust as needed.
- » Request that manufacturers submit their products for the utility's qualified products list.
- » Review Alma's application with utility representatives to ensure compliance and confirm all available opportunities are included.

Turnkey Services During Project Implementation

You can count on us to:

- Obtain pre-approvals, rebate fund reservations, and utility program acceptance.
- Communicate timelines and milestones with the entire team to ensure we comply with program requirements.
- Finalize required incentive and rebate submittals for project completion.
- Update, submit, and track final applications until Alma receives the funds.

Sampling of Rebates/Incentives Received by Our Clients

- More than 13 local government and K-12 clients in Pennsylvania obtained nearly $1.3 million in utility rebates and incentives to support energy efficiency and renewable energy projects.
- In Texas, more than 16 higher education, local government, and K-12 clients accepted more than $5.8 million in utility rebates and incentives to support their energy efficiency and renewable energy projects. Rebates and incentives were provided by Oncor, Centerpointe, El Paso and Austin Energy.
- In South Carolina, Anderson School District received $199,450 for lighting upgrades, City of Charleston received $92,237 for lighting and HVAC improvements, South Carolina Aquarium received $16,500 in rebates for lighting.
- In Illinois, public housing authorities and local government agencies have obtained more than $796,000 in rebates and incentives. Rebates supported the purchase and installation of street lighting, interior lighting, furnaces, air handling units, boilers, solar components, and hot water heaters. Incentives have been obtained through the Smart Energy Design Assistance Center, an applied research program at the University of Illinois at Urbana-Champaign, supported by the Illinois Department of Commerce and Economic Opportunity Illinois Energy Now Program.
- In Hawaii, local government and higher education clients have received more than $2.6 million in rebates and incentives for lighting, building envelope, power quality, HVAC, and other mechanical upgrades.

C. Guarantee Documents

Provide a copy of the performance guarantee documents to be used for this project. Describe the reconciliation process of the guarantee.

We have provided in the appendix a copy of our standard performance contracting agreement. This document contains the basic guarantee language in Section 2A. A performance contract guarantee is Alma's assurance that Johnson Controls will meet the project benefits expectations established during project development. Several guarantee methods have been developed to meet the needs of different clients. Listed on page 56 are the four types of measurement and verification that can be used. All benefits generated by the project are the property of Alma. If the total project benefits are less than the guaranteed amount, the City will have two options: (1) receive a payment from Johnson Controls in the form of a shortfall compensation check, or (2) carry the shortfall over to the next year.

D. Standards of Service

Describe the method and documentation of standards of service for this project. Describe the contract language for maintenance responsibilities, operational cost reductions, and other responsibilities in the guaranteed contract.

Johnson Controls, in the design and installation of the project, will adhere to all applicable codes and standards with regard to the systems affected by our work. As a practical matter in the design, we will obtain your requirements for building and process related equipment and will design and install to those. Johnson Controls must adhere to code, local and state regulations, and federal national permit discharge elimination permit (NPDES) Standards of service can be maintained through the following:

- On-site staff maintenance plan.
- Adhere to equipment manufacturer requirements for operational and maintenance.
- Adhere to customer responsibilities in schedule 3 of the performance contract.

Johnson Controls will consult with your administrative staff to ensure that standards are maintained for the duration of the contract. The engineer can help to identify areas that are not up to standard, recommend proper maintenance procedures and recommend additional efficiency measures if applicable.

Operational cost reductions and any other responsibilities in the guaranteed contract will be mutually agreed upon between the City and Johnson Controls during the contract negotiations dependent on the analysis.

The following page has a sample Schedule 3, which will be customized with the City of Alma upon completion of the analysis.

New Aeration System Helps Hornell, New York Save $40K Annually

The Hornell plant treats an average of 2.7 million gallons of polluted water a day and discharges cleaned, recycled wastewater into the Canisteo River. The City last updated the facility in 1985. Construction for this effort was completed in March 2015. The City signed a $2 million energy performance contract with Johnson Controls that included interior and exterior lighting and controls upgrades and replacement of the existing aeration system with a fine bubble system, new turbo blowers and automatic dissolved oxygen set point control. The new aeration system will save up to $40,232 a year, improving the treatment process while also saving on operation and maintenance costs. The previous system was 25 years old and beyond its useful life.

The program was designed to make the facility easier and more efficient to operate, and will also help the plant meet state and federal discharge permit requirements. At the same time, the City will save energy, reduce its carbon footprint and helps the environment.

SCHEDULE 3 - RESPONSIBILITIES OF JOHNSON CONTROLS AND THE CITY OF ALMA

For Johnson Controls to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing Johnson Controls, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;
3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Providing the following information with respect to the project and project site as soon as practicable following Johnson Controls' request:
    a. Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
    b. Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
    c. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable Johnson Controls to perform the Work;
    d. A legal description of the project site;
    e. As-built and record drawings of any existing structures at the project site; and
    f. Environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
5. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Johnson Controls to perform the Work;
6. Providing assistance to Johnson Controls in obtaining any permits, approvals, and licenses that are Johnson Controls' responsibility to obtain as set forth in Schedule 1;
7. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not Johnson Controls' responsibility to obtain as set forth in Schedule 1;
8. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
9. Providing the utility bills, reports, and similar information reasonably necessary for administering Johnson Controls' obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or Johnson Controls' request therefor;
10. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by Johnson Controls;
11. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by Johnson Controls or, alternatively, paying Johnson Controls' applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
12. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
13. Promptly notifying Johnson Controls of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;
14. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits.

E. Program Benefits Calculations and Monitoring

Indicate your firm's approach to proving the financial and technical guarantees associated with the project. Provide the program benefits calculation document, which will become an attachment to the guaranteed contract. Describe the methodology, formulas, and compliance with the International Performance Measurement and Verification Protocol (IPMVP) for calculations and monitoring of program benefits. Describe the processes and tools used to effectively monitor the performance of these program benefits.

The following methodologies are general calculations, whereas actual calculations will be specific to each scope. We begin by performing an energy audit, identifying existing conditions. Depending on the identified potential scope, measurements are taken using true RMS kW meters, temperature loggers, runtime and occupancy loggers, ultrasonic Btu meters, etc. The measurements are used in the savings calculations. Based upon the results of the facility survey and benchmarking, energy savings calculations are performed to analyze the opportunities to improve facility efficiencies by conserving energy through modifications of both operating and control schemes. The impact of equipment replacement and/or modifications are also investigated and quantified. These calculations are performed with a variety of engineering software, ranging from spreadsheet calculation to detailed modeling of the building to determine interactions between recommended improvements.

Common control, equipment and system modification calculations may be performed using Microsoft Excel. For more complicated modifications, we use building modeling software, such as the Department of Energy's eQUEST, to model the entire system or facility and to ensure the accuracy of the results. Common energy conservation measures investigated will include lighting retrofits, HVAC mechanical upgrades, water conservation opportunities and the building envelope, to name a few. The final savings calculation will be reviewed in their entirety with you. Only calculations and savings projections that you approve will be included as part of the project.

Providing You with an Unbeatable Guarantee

The City will have minimal risk in working with Johnson Controls. Our first party guarantee will be monitored monthly and reconciled on an annual basis. In the unlikely event savings fall short of the guarantee, we will simply write you a check for the difference. Few companies have the financial backing to provide this level of assurance to clients.

Utility Savings Verification

Once the project is installed, we will use the IPMVP to measure and verify savings. These standards, and the associated four general approaches to assessing savings – Options A, B, C, and D – are designed to cover the spectrum of project complexity. For many projects, savings may be verified with a minimum of measurement and at a minimum cost. Our standard contract, included in the appendix, serves as our program benefits calculation document.

Other projects, however, may call for a more rigorous approach to measurement and verification. The method that best meets the project's needs will be determined jointly. The risk and costs of each alternative will be discussed early in the development process. These four methodologies are listed on the following page with their respective definitions.

Option A – Retrofit Isolation with Key Parameter Measurement

- Simplest and cheapest option.
- Measures only key performance parameters and estimates others.
- Measurements can be one-time, periodic, or continuous.
- Enables you to verify improvement measures separate from the energy use of the rest of the facility.
- Best for lighting retrofits, high-efficiency motors, domestic water fixtures, and boiler retrofits.

Option B – Retrofit Isolation with All Parameter Measurement

- More comprehensive than Option A.
- All calculation values are measured.
- Measurements can be one-time, periodic, or continuous.
- Enables you to verify improvement measures separate from the energy use of the rest of the facility.
- Best for variable speed drives, solar PV, and lighting with or without occupancy controls.

Option C – Whole Facility Analysis

- Holistic approach that looks at the whole facility instead of single city improvement measures.
- Requires continuous, long-term metering at the facility or sub-meter level.
- Analyzes collective benefits of all ECMs.
- Best for projects with multiple high-impact ECMs or when ECMs interact with one another.

Option D – Calibrated Simulation of Energy Use

- Computer-modeled simulation of energy use.
- For whole or partial facilities.
- Powerful tool requiring hourly or monthly billing data and an experienced modeler.
- Best for projects where no baseline data exists (new construction) or where there are multiple ECMs.

Processes & Tools to Monitor Performance

The use of verification methodologies that are technically accurate and mutually acceptable to both parties is of paramount importance. We use the existing energy management system, a variety of industry standard calculations, and proprietary software tools to measure and calculate energy savings, including:

- Combustion analyzers are used on all projects by boiler technicians.
- Fluke meters are used for kW, power factor and harmonics analysis.
- Pacific Science Technologies Micro Dataloggers are used for temperature/ pressure measurements.
- Pacific Science Technologies Lighting loggers are used for measurement of lighting operating hours.
- ACR smart readers can be used for temperature, humidity, and pressure measurements.
- Alnor flow hoods are used for airflow measurements.
- Digital anemometer transverses are taken for airflow measurement.
- Smoke testing kits are used for assessing pressure differentials.
- Raynor temperature guns are used for temperature measurements in fan and steam systems.
- Post installation, the following measurement equipment is typically used:
  - » Energy management system with kW sensors and meters, temperature sensors, pressure sensors, etc.
  - » Follow-up lighting measurement with data loggers.
  - » Electric, gas, water, and sewer meters to measure utility usage locations are often tied into the energy management system.

Operational Cost Savings

We will work with the City during the detailed study to evaluate and quantify operational savings. Only identifiable cost savings will be considered and all will be mutually agreed upon. Determining operational savings involves performing lifecycle cost analyses, which include the maintenance cost for aging equipment as well as the anticipated replacement cost for equipment. Lifecycle costing compares two separate scenarios while using accepted accounting principles to align both scenarios on a comparable basis. This analysis validates the replacement of old equipment with more efficient systems that are more reliable and less expensive to maintain.

We will present on a single worksheet the results of all ECM calculations, the associated cost estimates, savings and project payback data. During a joint workshop meeting, we will prioritize the ECMs together and develop a final project set that best fits your functional and economic needs.

Savings Achieved During Construction

Although construction period savings will not be used in our guarantees, we still consider them important and we will strive to maximize the total savings. Construction savings are measured and documented using IPMVP like any other savings. Improvements with short installation schedules will begin accruing savings upon installation, even as other improvements are still being installed. Total construction period savings are calculated by tying each ECM and its documented installation date to its capability to generate the savings.

Johnson Controls

05

Other Benefits

Describe any other benefits the City of Alma will realize through this financially guaranteed contract.

Solar PV Experience

Clients have turned to our team to implement more than 200 solar PV projects worth in excess of $500 million, totaling in excess of 148 MWdc in capacity, totaling in excess of 118 MWdc in capacity, with an additional 701 kWdc of projects in the final design or construction phase. Our projects range in size from 5 kW demonstration projects up to our largest utility-scale project to date – an 11,500-kW project in Pennsylvania. Our experience spans all types of racking systems, including roof-mounted, ground-mounted, parking structures, tracking, and fixed.

We bring strong in-house solar PV engineering capabilities, uniquely positioning us to help our clients develop innovative and holistic energy redundancy projects. Our team of dedicated PV professionals provides experience in project development,

> "The project was completed on schedule and the [solar] energy production to date has exceeded the guarantee. We were pleased when Johnson Controls was selected for the project, and we were more than satisfied with their performance."
>
> **- Jerry Daigle, Senior Project Manager, Orange County Convention Center, FL**

engineering, procurement, and construction, focused on meeting the unique needs of each client. The team has designed, installed, and commissioned PV projects worldwide. In-house, we can procedure technical and economic feasibility studies, preliminary and detailed DC and AC system designs, bid packages, utility interconnection application support, on-site system commissioning services, and solar PV measurement and verifications (M&V) services.

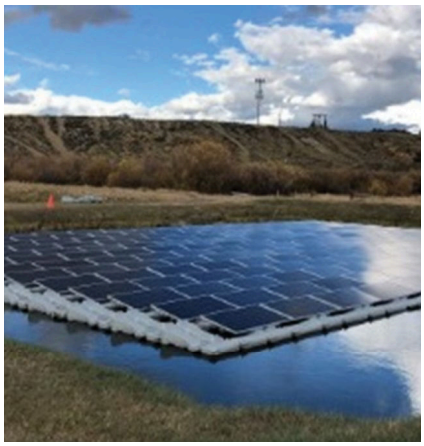
The City of El Paso partnered with Johnson Controls to install three solar arrays totaled 200 kW.

Enhancing Your Sustainability Initiatives with Solar PV at Your Treatment Plant

Renewable energy systems are a key part of the energy management strategy for many wastewater treatment plants. Johnson Controls brings experience installing solar PV arrays at several treatment plants. We have more than 108 MW of solar PV projects either completed or under construction; with experience in ground-mounted, roof-mounted and parking canopy systems as well as PV systems coupled with energy storage. We have implemented 17 Power Purchases Agreements for solar PV projects in the recent past.

Sanger Wastewater Treatment Plant
Sanger, California

Johnson Controls implemented a variety of process and other efficiency measures throughout the plant, including a solar PV array.



Walden Water Treatment Plant
Walden, Colorado

The Town of Walden partnered with Johnson Controls to implement the state's first floating solar PV array at the water treatment plant.

Isle Royale Taps Johnson Controls for Solar Microgrid Project

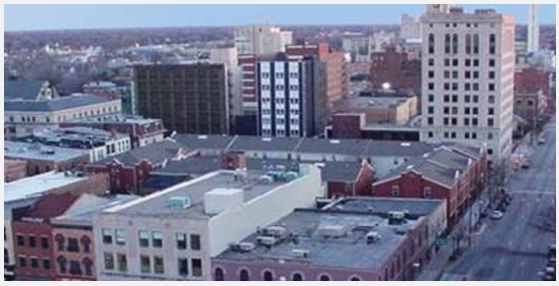
Isle Royale National Park has traditionally been powered by diesel generators. Johnson Controls was tasked with developing two separate microgrid systems on opposite ends of the island. We installed 23 solar thermal domestic hot water pre-heating systems, including 61 collection panels. The systems provide 78% of the energy required for domestic hot water at Windigo and 87% at Rock Harbor, as well as 45.7% of estimated fuel oil use for domestic hot water. A site controller manages the microgrid, performing monitoring and control tasks.

Water Utility Experience

Our Municipal Utility Solutions team is a national center of excellence whose experts bring an average of more than 20 years of water utility experience. They have worked with every major meter and AMI/AMR system manufacturer, and will provide a truly independent perspective to help you get the best solution.

Since pioneering performance contracting in the 1970s we have perfected our approach on more than 3,500 projects, honoring every guarantee. In 1999, we expanded performance contracting to water utilities and have since implemented more meter upgrades and AMR/AMI deployments through performance contracting than any other firm.

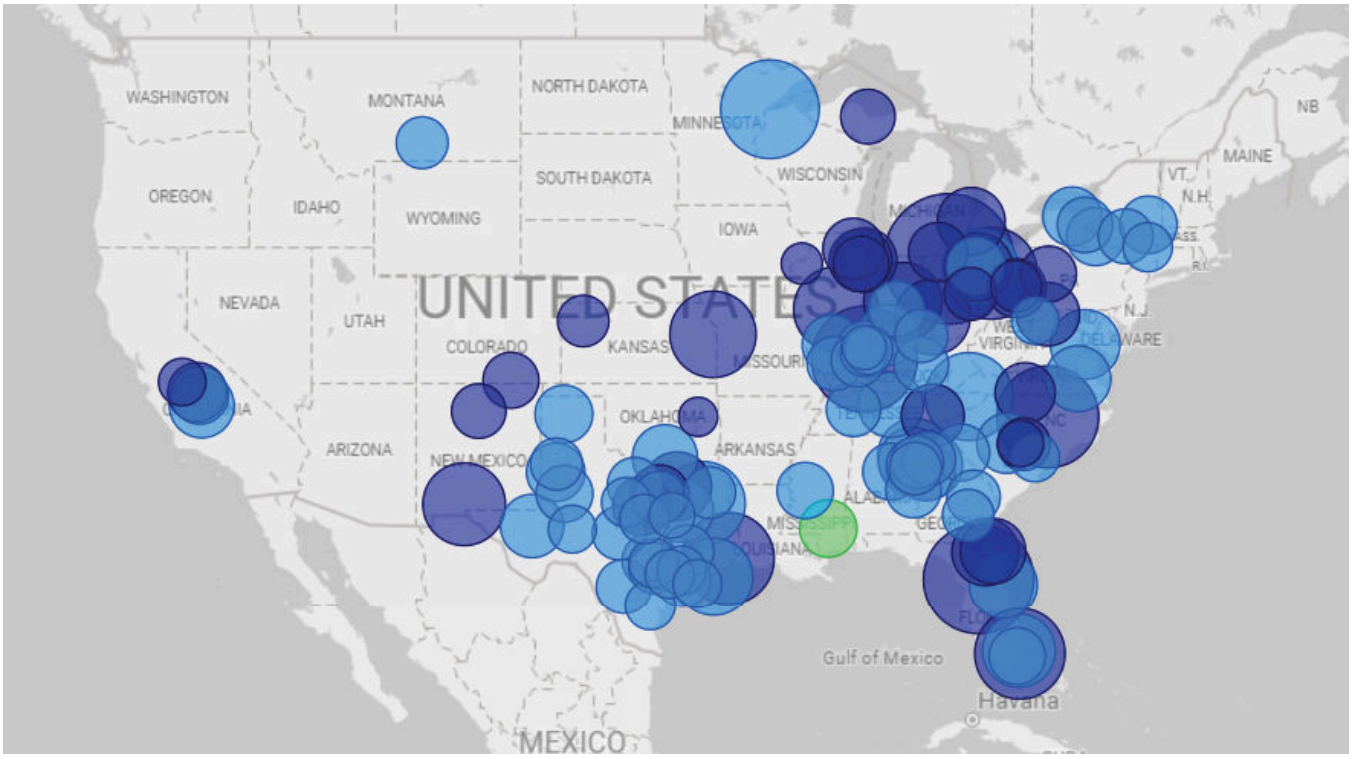
We also have the expertise and proprietary tools to ensure that the new meters and reading system interface seamlessly with your billing and financial systems. You won't have to worry about lost revenue due to missing data. And, given the huge volume of meters we purchase, we have preferred pricing arrangements in place to ensure you receive the absolute best price. In all, no other ESCO brings the same high level of expertise as Johnson Controls.



Water Utility Project Delivers $78.2M

The City of Evansville partnered with Johnson Controls to implement a major city-wide energy efficiency program focused on their water utility. The $39 million effort included deploying an AMI system and 63,000 water meters, as well as major upgrades and new construction in the water and wastewater treatment plants and distribution system. The program is guaranteed to deliver $78.2 million.

Municipalities That Have Selected Johnson Controls for their Water Meter Project



We have delivered more than 120 AMI/AMR projects across the country, installing nearly 1.3 million meters.

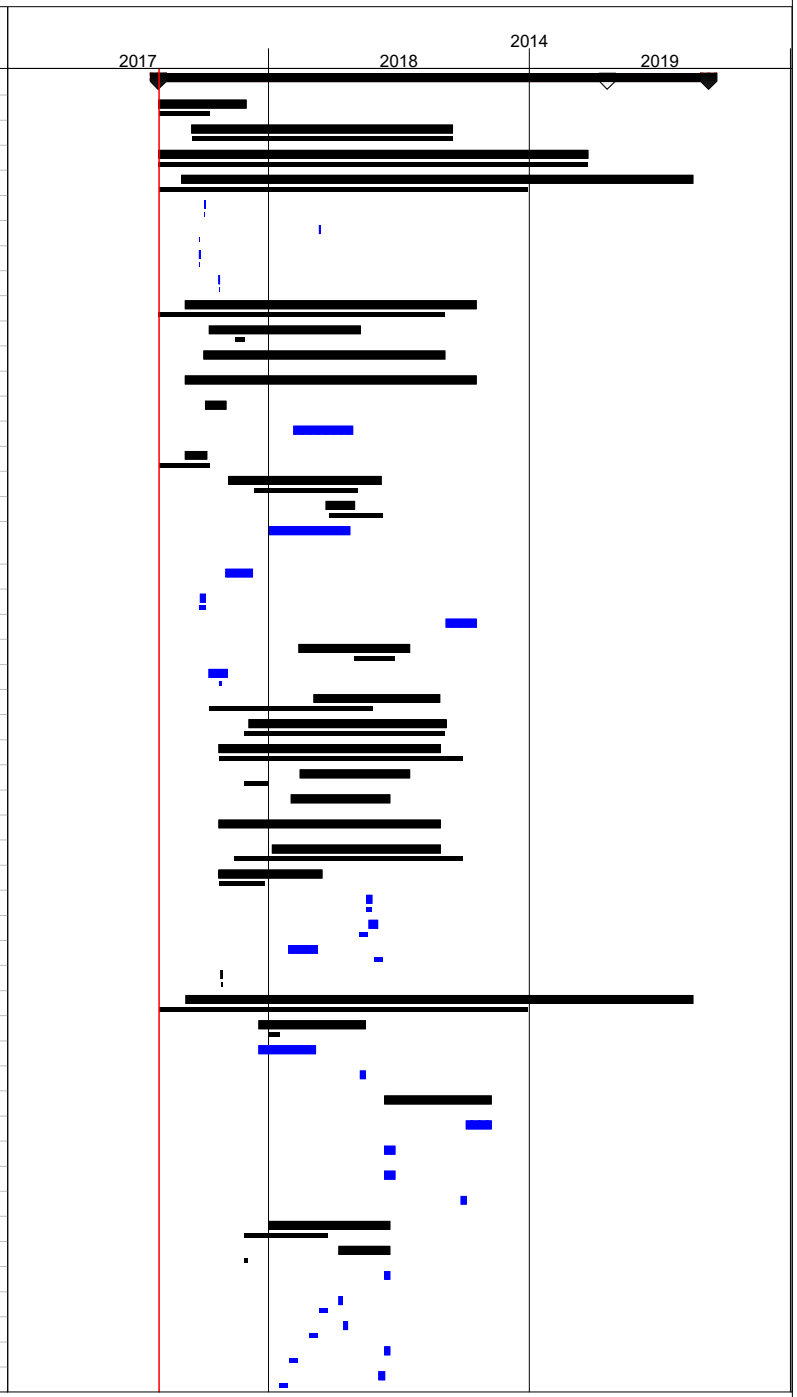
Smarter, Safer, More Sustainable Cities

Sample Timeline

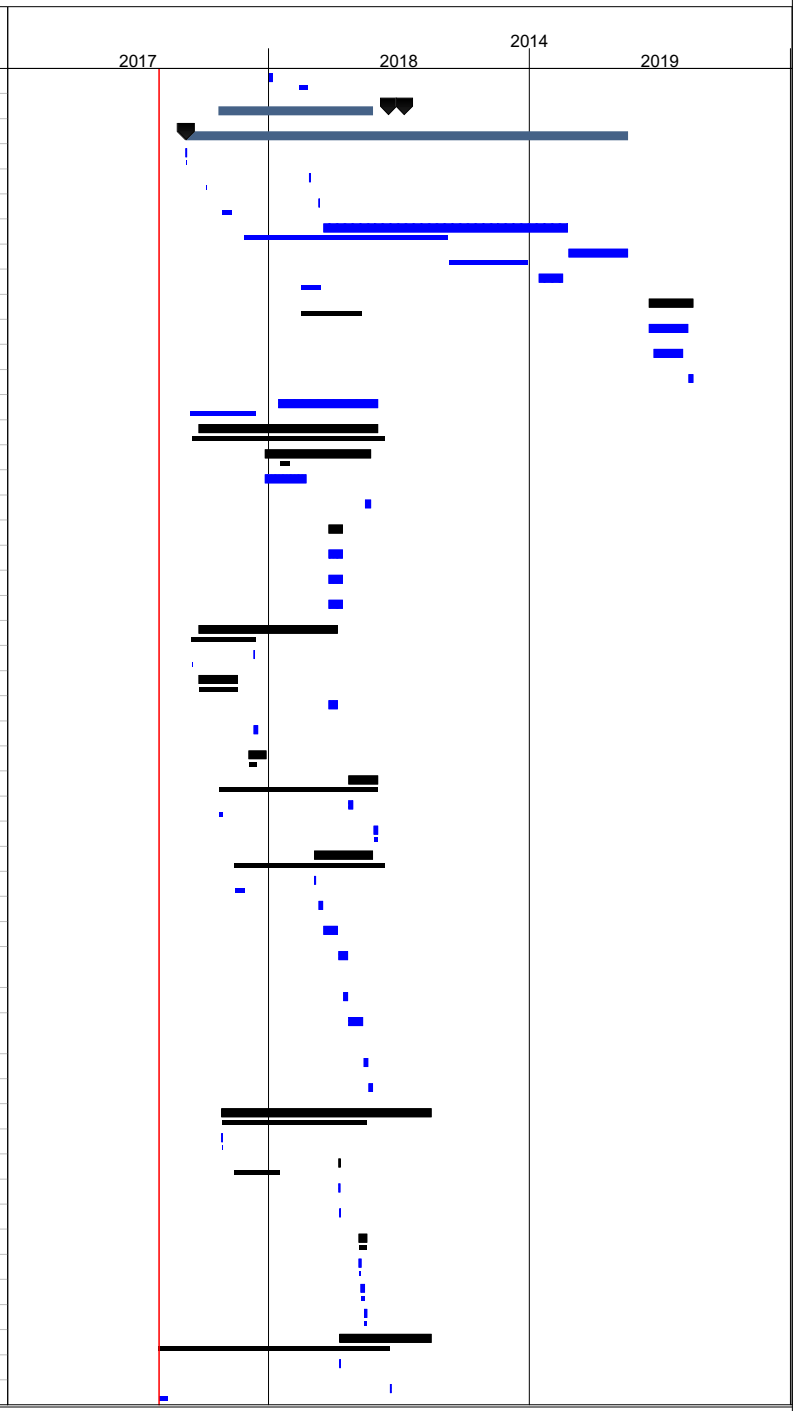
City of Marquette Energy Improvements Project
Project Schedule

Current Date: 9/19/2019
Status Date: 9/19/2019

ID	Task Name	% Complete	Duration	Start	Finish
0	**City of Marquette Energy Improvements Project**	**100%**	**541d**	**Mon 7/31/17**	**Mon 9/9/19**
1	**1 Project Initiation**	**100%**	**86d**	**Mon 7/31/17**	**Wed 11/29/17**
5	**2 City Important Dates**	**100%**	**256d**	**Fri 9/15/17**	**Fri 9/14/18**
22	**3 Engineering & Management**	**100%**	**421d**	**Mon 7/31/17**	**Fri 3/22/19**
36	**4 Installation**	**100%**	**502d**	**Fri 9/1/17**	**Fri 8/16/19**
37	4.1 Water Conservation Kick Off	100%	1d	Tue 10/3/17	Tue 10/3/17
38	4.2 Street Lighting Kick Off	100%	1d	Tue 3/13/18	Tue 3/13/18
39	4.3 Lighting Kick Off	100%	1d	Tue 9/26/17	Tue 9/26/17
40	4.4 Building Insulation - Pipe Insulation Kick Off	100%	1d	Mon 10/23/17	Mon 10/23/17
41	**4.5 City Hall Projects**	**100%**	**286d**	**Wed 9/6/17**	**Wed 10/17/18**
42	**4.5.1 City Hall Lighting**	**100%**	**147d**	**Tue 10/10/17**	**Tue 5/8/18**
49	**4.5.2 Energy Management Systems**	**100%**	**236d**	**Mon 10/2/17**	**Mon 9/3/18**
58	**4.5.3 HVAC System Modifications**	**100%**	**286d**	**Wed 9/6/17**	**Wed 10/17/18**
59	**4.5.3.1 Senior Center Gym Work**	**100%**	**21d**	**Wed 10/4/17**	**Wed 11/1/17**
66	**4.5.3.2 Upper Mechanical Ahu 1,2,3 Retrofits**	100%	12w	Mon 2/5/18	Fri 4/27/18
67	**4.5.3.3 Boilers**	**100%**	**22d**	**Wed 9/6/17**	**Thu 10/5/17**
71	**4.5.3.4 City Hall Chiller**	**100%**	**149d**	**Mon 11/6/17**	**Wed 6/6/18**
78	**4.5.3.5 Senior Center HVAC**	**100%**	**28d**	**Thu 3/22/18**	**Mon 4/30/18**
81	**4.5.3.6 City Managers Office HVAC Renovations**	**100%**	16w	Tue 1/2/18	Mon 4/23/18
82	**4.5.3.7 Condition Assesment Repairs**	**100%**	5w	Thu 11/2/17	Fri 12/8/17
83	**4.5.3.8 Phoenix Hot Water Heater**	**100%**	5d	Wed 9/27/17	Tue 10/3/17
84	**4.5.3.9 Final Test and Balance**	**100%**	**6w**	**Thu 9/6/18**	**Wed 10/17/18**
85	**4.5.4 City Hall Windows & Doors**	**100%**	**110d**	**Mon 2/12/18**	**Mon 7/16/18**
91	**4.5.5 City Hall Water Conservation**	**100%**	**4w**	**Mon 10/9/17**	**Fri 11/3/17**
92	**4.5.6 Network Fire and Security**	**100%**	**125d**	**Mon 3/5/18**	**Mon 8/27/18**
97	**4.5.7 City Hall Renovation**	**100%**	**195d**	**Mon 12/4/17**	**Wed 9/5/18**
105	**4.6 Lakeview Arena**	**100%**	**217d**	**Mon 10/23/17**	**Tue 8/28/18**
106	**4.6.1 Lakeview Lighting Upgrades**	**100%**	**108d**	**Wed 2/14/18**	**Mon 7/16/18**
111	**4.6.2 Energy Management Systems**	**100%**	**98d**	**Thu 2/1/18**	**Mon 6/18/18**
115	**4.6.3 HVAC Upgrades**	**100%**	**217d**	**Mon 10/23/17**	**Tue 8/28/18**
116	**4.6.3.1 New Chiller System**	**100%**	**166d**	**Fri 1/5/18**	**Tue 8/28/18**
124	**4.6.3.2 Locker Room AHU Replacement**	**100%**	**100d**	**Mon 10/23/17**	**Thu 3/15/18**
129	**4.6.4 Building Envelope**	100%	1w	Fri 5/18/18	Thu 5/24/18
130	**4.6.5 Lakeview EPDM Roofing**	100%	2w	Mon 5/21/18	Fri 6/1/18
131	**4.6.6 Lakeview Fire Alarm**	100%	6w	Mon 1/29/18	Fri 3/9/18
132	**4.7 Fire Station #1**	**100%**	**2d**	**Thu 10/26/17**	**Fri 10/27/17**
134	**4.8 WWTP Projects**	**100%**	**498d**	**Thu 9/7/17**	**Fri 8/16/19**
135	**4.8.1 WWTP Lighting**	**100%**	**105d**	**Mon 12/18/17**	**Tue 5/15/18**
136	4.8.1.1 Interior Lighting	100%	11w	Mon 12/18/17	Tue 3/6/18
137	4.8.1.2 Exterior Lighting	100%	5d	Wed 5/9/18	Tue 5/15/18
138	**4.8.2 Energy Management Modifications**	**100%**	**106d**	**Tue 6/12/18**	**Wed 11/7/18**
139	4.8.2.1 Heating Water Plant	100%	5w	Thu 10/4/18	Wed 11/7/18
140	4.8.2.2 AHU Refurb MAU 7	100%	2w	Tue 6/12/18	Mon 6/25/18
141	4.8.2.3 Garage East and West Air Units	100%	2w	Tue 6/12/18	Mon 6/25/18
142	4.8.2.4 Miscellaneous Controls	100%	1w	Thu 9/27/18	Wed 10/3/18
143	**4.8.3 Mechanical Improvements**	**100%**	**120d**	**Tue 1/2/18**	**Mon 6/18/18**
144	**4.8.3.1 AHUS and MUAs**	**100%**	**51d**	**Mon 4/9/18**	**Mon 6/18/18**
145	4.8.3.1.1 MUA 3 Replacement	100%	5d	Tue 6/12/18	Mon 6/18/18
146	4.8.3.1.2 AHU 1 Condition Assesment	100%	1w	Mon 4/9/18	Fri 4/13/18
147	4.8.3.1.3 AHU 2 Condtion Assessment	100%	1w	Mon 4/16/18	Fri 4/20/18
148	**4.8.3.2 Womens Locker Room Radiant Panel**	**100%**	**1w**	**Tue 6/12/18**	**Mon 6/18/18**
149	**4.8.3.3 Replace MAU 7 (Screening Room)**	**100%**	**6d**	**Mon 6/4/18**	**Mon 6/11/18**



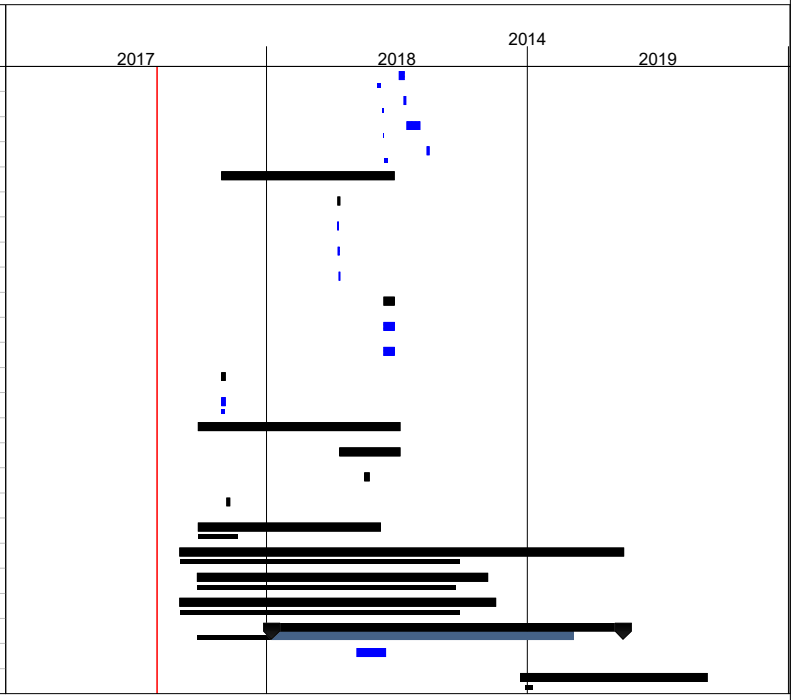
ID	Task Name	% Complete	Duration	Start	Finish
150	**4.8.3.4 Condition Assessment MAU 4 (Shop)**	**100%**	**4d**	**Tue 1/2/18**	**Fri 1/5/18**
151	**4.8.4 Building Envelope/Pipe Insulation**	**100%**	**15d**	**Mon 6/18/18**	**Mon 7/9/18**
154	**4.8.5 CHP Plant**	**100%**	**1d**	**Thu 9/7/17**	**Thu 9/7/17**
155	4.8.5.1 DEQ Permit Meeting	100%	1d	Thu 9/7/17	Thu 9/7/17
156	4.8.5.2 Drawing Review	100%	1d	Tue 2/27/18	Tue 2/27/18
157	4.8.5.3 Kick Off Meeting	100%	1d	Mon 3/12/18	Mon 3/12/18
158	4.8.5.4 CHP Install	100%	48w	Mon 3/19/18	Fri 2/22/19
159	4.8.5.5 Test / Commissioning Period	100%	12w	Mon 2/25/19	Fri 5/17/19
160	**4.8.6 FEW Pumps**	**100%**	**5w**	**Mon 1/14/19**	**Fri 2/15/19**
161	**4.8.7 Filtrate Pumps**	**100%**	**45d**	**Mon 6/17/19**	**Fri 8/16/19**
162	4.8.7.1 Install Filtrate Piping	100%	8w	Mon 6/17/19	Fri 8/9/19
163	4.8.7.2 Install Filtrate Pump Package	100%	6w	Mon 6/24/19	Fri 8/2/19
164	4.8.7.3 Pump Start Up	100%	5d	Mon 8/12/19	Fri 8/16/19
165	**4.8.8 Solids Handling Study**	**100%**	**20w**	**Mon 1/15/18**	**Fri 6/1/18**
166	**4.9 WTP**	**100%**	**176d**	**Mon 9/25/17**	**Fri 6/1/18**
167	**4.9.1 WTP Lighting**	**100%**	**104d**	**Wed 12/27/17**	**Tue 5/22/18**
168	4.9.1.1 Interior Lighting	100%	8w	Wed 12/27/17	Wed 2/21/18
169	4.9.1.2 Exterior Lighting	100%	5d	Wed 5/16/18	Tue 5/22/18
170	**4.9.2 Energy Management Modifications**	**100%**	**15d**	**Mon 3/26/18**	**Fri 4/13/18**
171	4.9.2.1 Heating Water Plant	100%	3w	Mon 3/26/18	Fri 4/13/18
172	4.9.2.2 AHU Refurb, AHU 1 & 2	100%	3w	Mon 3/26/18	Fri 4/13/18
173	4.9.2.3 Makeup AHU	100%	3w	Mon 3/26/18	Fri 4/13/18
174	**4.9.3 Mechanical Improvements**	**100%**	**136d**	**Mon 9/25/17**	**Fri 4/6/18**
175	4.9.3.1 Kick Off Meeting	100%	1d	Mon 12/11/17	Mon 12/11/17
176	**4.9.3.2 Boiler Replacement**	**100%**	**40d**	**Mon 9/25/17**	**Fri 11/17/17**
180	4.9.3.3 Valve Change on AHU	100%	2w	Mon 3/26/18	Fri 4/6/18
181	4.9.3.4 Condition A AHU 1 and 2	100%	5d	Mon 12/11/17	Fri 12/15/17
182	**4.9.3.5 MAU 1 Replacement**	**100%**	**17d**	**Mon 12/4/17**	**Wed 12/27/17**
187	**4.9.4 Building Envelope/Pipe Insulation**	**100%**	**30d**	**Mon 4/23/18**	**Fri 6/1/18**
188	4.9.4.1 Pipe Insulation	100%	5d	Mon 4/23/18	Fri 4/27/18
189	4.9.4.2 Building Envelope	100%	1w	Mon 5/28/18	Fri 6/1/18
190	**4.9.5 High and Low Service Pumps**	**100%**	**59d**	**Tue 3/6/18**	**Fri 5/25/18**
191	4.9.5.1 WTP Kick Off Meeting	100%	1d	Tue 3/6/18	Tue 3/6/18
192	4.9.5.2 Pre-vibration Test	100%	5d	Mon 3/12/18	Fri 3/16/18
193	4.9.5.3 Install HS 3, Rebuild OCV 3, Remove LS 1	100%	3w	Mon 3/19/18	Fri 4/6/18
194	4.9.5.4 Install HS 4, Rebuild OCV 4, Install LS 1 and Remove LS2	100%	2w	Mon 4/9/18	Fri 4/20/18
195	4.9.5.5 Post Vibe on HS 3, 4 and LS 1 and 2	100%	5d	Mon 4/16/18	Fri 4/20/18
196	4.9.5.6 Install HS 1, Rebuild OCV 1, Install LS 2 and Remove LS 3	100%	3w	Mon 4/23/18	Fri 5/11/18
197	4.9.5.7 Install HS 2 Rebuild OCV 2, Install LS 3	100%	5d	Mon 5/14/18	Fri 5/18/18
198	4.9.5.8 Post Vibe on HS 1, LS 2 and HS 2, LS3	100%	5d	Mon 5/21/18	Fri 5/25/18
199	**4.10 Lift Station**	**100%**	**204d**	**Fri 10/27/17**	**Wed 8/15/18**
200	4.10.1 Kick off Meeting	100%	1d	Fri 10/27/17	Fri 10/27/17
201	**4.10.2 Lighting**	**100%**	**2d**	**Mon 4/9/18**	**Tue 4/10/18**
202	4.10.2.1 Lakeshore	100%	1d	Mon 4/9/18	Mon 4/9/18
203	4.10.2.2 Hawley	100%	1d	Tue 4/10/18	Tue 4/10/18
204	**4.10.3 Bldg. Envelope**	**100%**	**9d**	**Mon 5/7/18**	**Thu 5/17/18**
205	4.10.3.1 Baraga	100%	3d	Mon 5/7/18	Wed 5/9/18
206	4.10.3.2 Lakeshore	100%	3d	Thu 5/10/18	Mon 5/14/18
207	4.10.3.3 Hawley	100%	3d	Tue 5/15/18	Thu 5/17/18
208	**4.10.4 Pine Street Pump Replacement**	**100%**	**91d**	**Tue 4/10/18**	**Wed 8/15/18**
209	4.10.4.1 Planning Discussion	100%	1d	Tue 4/10/18	Tue 4/10/18
210	4.10.4.2 Pine St Kick Off	100%	1d	Wed 6/20/18	Wed 6/20/18



City of Marquette Energy Improvements Project
Project Schedule

Current Date: 9/19/2019
Status Date: 9/19/2019

ID	Task Name	% Complete	Duration	Start	Finish
211	4.10.4.3 City ByPass Install	100%	5d	Thu 7/5/18	Wed 7/11/18
212	4.10.4.4 Demoltion	100%	2d	Thu 7/12/18	Fri 7/13/18
213	4.10.4.5 Concrete Modification	100%	14d	Mon 7/16/18	Thu 8/2/18
214	4.10.4.6 Pump Install	100%	3d	Mon 8/13/18	Wed 8/15/18
215	**4.11 Pump Stations**	**100%**	**169d**	**Mon 10/30/17**	**Wed 6/27/18**
216	**4.11.1 Lighting**	**100%**	**3d**	**Tue 4/10/18**	**Thu 4/12/18**
217	4.11.1.1 Lincoln	100%	1d	Tue 4/10/18	Tue 4/10/18
218	4.11.1.2 Wilson	100%	1d	Wed 4/11/18	Wed 4/11/18
219	4.11.1.3 Grove	100%	1d	Thu 4/12/18	Thu 4/12/18
220	**4.11.2 Energy Management Modifications**	**100%**	**10d**	**Thu 6/14/18**	**Wed 6/27/18**
221	4.11.2.1 Lincoln	100%	2w	Thu 6/14/18	Wed 6/27/18
222	4.11.2.2 Wlison	100%	2w	Thu 6/14/18	Wed 6/27/18
223	**4.11.3 HVAC Sytem Modifications**	**100%**	**5d**	**Mon 10/30/17**	**Fri 11/3/17**
224	4.11.3.1 Lincoln Unit Heater Replacement	100%	5d	Mon 10/30/17	Fri 11/3/17
225	**4.12 Other Facilities**	**100%**	**197d**	**Wed 9/27/17**	**Thu 7/5/18**
226	**4.12.1 Lighting**	**100%**	**59d**	**Fri 4/13/18**	**Thu 7/5/18**
261	**4.12.2 Building Envelope**	**100%**	**4d**	**Fri 5/18/18**	**Wed 5/23/18**
266	**4.12.3 Water Conservation**	**100%**	**4d**	**Mon 11/6/17**	**Thu 11/9/17**
277	**4.12.4 Electric Meter Combination**	**100%**	**179d**	**Wed 9/27/17**	**Fri 6/8/18**
283	**4.13 City Wide Improvements**	**100%**	**434d**	**Fri 9/1/17**	**Tue 5/14/19**
284	**4.13.1 Street Lighting**	**100%**	**285d**	**Tue 9/26/17**	**Mon 11/5/18**
288	**4.13.2 Traffic Signals**	**100%**	**311d**	**Fri 9/1/17**	**Fri 11/16/18**
330	**4.13.3 AMI / Water Meters**	**100%**	**347d**	**Mon 1/8/18**	**Tue 5/14/19**
349	**4.13.4 City Hall CCTV**	**100%**	**6w**	**Mon 5/7/18**	**Fri 6/15/18**
350	**5 Project Closeout**	**100%**	**183d**	**Fri 12/21/18**	**Mon 9/9/19**



Financial Letters of Commitment

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Marsh USA Inc.
540 West Madison Street
Suite 1200
Chicago, IL 60661

CONTACT NAME:	Chad Mannella
PHONE (A/C, No, Ext):	(866) 966-4664
FAX (A/C, No):	(212) 948-5167
E-MAIL ADDRESS:	JCI.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	OLD REPUBLIC INSURANCE CO	24147
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Johnson Controls US Holdings, Inc.
Johnson Controls, Inc.
Tyco International Holding S.a.r.l.
SimplexGrinnell LP (see attached Acord 101)
5757 North Green Bay Avenue
Milwaukee, WI 53209

BE3

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			MWZY 313947 23	10/01/2023	10/01/2024	EACH OCCURENCE	$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$5,000,000
							MED EXP (Any one person)	$50,000
							PERSONAL & ADV INJURY	$5,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS - COMP/OP AGG	INC IN GEN AGG
A	**AUTOMOBILE LIABILITY**			MWTB 313946-23 (Excludes NH)	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea Accident)	$5,000,000
A	☒ ANY AUTO			MWTB 313949-23 (Primary NH $250k)	10/01/2023	10/01/2024	BODILY INJURY (Per person)	
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWZX 313950-23 (Excess NH $4.750mm) Excess NH Auto is follow form to Primary NH Auto	10/01/2023	10/01/2024	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** **If yes, describe under** DESCRIPTION OF OPERATIONS below	N/A		MWC 313943 23 (AOS – See Pg 2)	10/01/2023	10/01/2024	☒ PER STATUTE ☐ OTH-ER	
A				MWXS 313944 23 (OH & WA)	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JCI / Tyco Contract Number:
JCI / Tyco Project Name:
Customer PO Number:

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
by Julie Neisen

Julie Neisen

AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 10/01/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED – AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED – GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

SCHEDULE FOR POLICY ENDORSEMENTS A2 AND A2A
Name of Additional Insured Person(s) or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) of Covered Operations:
As required by contract.

POLICY ENDORSEMENT A2
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   The insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY ENDORSEMENT A2A
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – NAMED INSURED'S ACTS OR OMISSIONS ONLY
Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Johnson Controls US Holdings, Inc. **Johnson Controls, Inc.** Tyco International Holding S.a.r.l. SimplexGrinnell LP 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 10/01/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

NAMED INSURED:

Named Insureds include: Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC; ArkLaTex Mechanical Services; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC; Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

Sample Contract

PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this ___ day of _____, 20__ between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
[INSERT JCI ADDRESS]

and

[INSERT FULL CUSTOMER NAME] ("Customer")
[INSERT CUSTOMER ADDRESS]

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. **SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

2. **AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

   Schedule 1 – Scope of Work
   Schedule 2 – Assured Performance Guarantee
   Schedule 3 – Customer Responsibilities
   Schedule 4 – Price and Payment Terms
   Attachment 1 – Notice to Proceed
   Attachment 2 – Change Order
   Attachment 3 – Certificate of Substantial/Final Completion
   Attachment 4 – Planned Service Agreement

3. **NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1. The M&V Services shall commence on the first day of the month following substantial

completion and shall continue throughout the guarantee term. Substantial completion occurs when the Improvement Measures have been installed and are operating in accordance with their intended function. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

4. **DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.

5. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.

6. **PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.

7. **WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, ARE PROVIDED BY JCI. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

8. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

9. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.

10. **ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work or M&V Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at is sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

Other Hazardous Materials: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or M&V Services. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

Environmental Indemnity: To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 10.

11. CHANGE ORDERS. The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

12. CUSTOMER FINANCING; TREATMENT; TAXES. The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

(a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
(b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
(c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

13. INSURANCE. JCI shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	$5,000,000 Per Occurrence $5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	$5,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Customer shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

14. INDEMNIFICATION. To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 14 shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement.

15. LIMITATION OF LIABILITY. NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY JCI UNDER SCHEDULE 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

16. FORCE MAJEURE. Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

17. JCI'S PROPERTY. All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or

JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

18. **DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.

19. **GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted.

20. **CONSENTS; APPROVALS; COOPERATION**. Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

21. **FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

22. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

23. **POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

23. **SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.

24. **COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties

to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

25. **HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

27. **NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202: and to Customer at the address listed on the first page of this Agreement.

[INSERT CUSTOMER NAME]	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

SCOPE OF WORK

[INSERT SCOPE OF WORK]

ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section III below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section II below.

Non-Measured Project Benefits are identified in Section II – Other Validation Methods and Procedures below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $_____ in Operational Savings and JCI guarantees that Customer will achieve a total of $_____ in Measured and Non-Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $_____, as set forth in the Total Project Benefits table below.

Schedule 2

Total Project Benefits

Year	Guaranteed Utility Cost Avoidance	Operations & Maintenance Cost Avoidance	Annual Project Benefits
1	$	$	$
2	$	$	$
3	$	$	$
Year 1 – Year 3 Totals	**$0**	**$0**	**$0**
4	$	$	$
5	$	$	$
6	$	$	$
7	$	$	$
8	$	$	$
9	$	$	$
10	$	$	$
11	$	$	$
12	$	$	$
13	$	$	$
14	$	$	$
15	$	$	$
16	$	$	$
17	$	$	$
18	$	$	$
19	$	$	$
20	$	$	$
Year 1 – Year 20 Totals	**$0**	**$0**	**$0**

The annual utility cost avoidance guarantee furnished by JCI is set forth in the table above. The guarantee term will commence on the first day of the month next following the substantial completion date and will continue through the duration of the M&V Services (first three (3) years following substantial completion). In the absence of Customer's decision to extend the guarantee term and M&V Services beyond Year 3, the Assured Performance Guarantee shall be deemed complete and satisfied at the end of Year 3. In the event a shortfall exists in any of the first three (3) years of the guarantee term and the guarantee term is not extended beyond the initial three (3) year term, Johnson Controls will have no obligation to make a shortfall payment above and beyond those that were identified in the first three (3) years.

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv)

otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.

(ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.

(iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

II. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Performance Measurement and Verification Protocol (IPMVP), in connection with the provision of M&V Services hereunder.

Option A
Retrofit Isolation – Key Parameter Measurement

Measured Project Benefits are determined by field measurement of the key parameters affecting the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the reporting period.

Measurement of key parameters means that those parameters not selected for field measurement will be estimated. Estimates can based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter will be described in the M&V plan. Measured Project Benefits are determined through engineering calculations of the baseline and post-retrofit energy used based on the combination of measured and estimated parameters, along with any routine adjustments.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

Option A M&V
FIM #1
FIM #2
FIM #3

Option B
Retrofit Isolation: All Parameter Measurement

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period. Measured Project Benefits are determined through engineering calculations of the baseline and post-retrofit energy used based on the measured parameters, along with any routine adjustments.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

Option B M&V
FIM #1
FIM #2
FIM #3

Option C
Whole Facility/Utility Bill Comparison

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective utility cost avoidance of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, utility cost avoidance reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Utility cost avoidance in the following buildings, except for domestic water retrofits, will be calculated using Option C:

Buildings Under Option C
BUILDING #1
BUILDING #2

Johnson Controls collected the baseline 12 months of electricity and natural gas bills for the buildings under Option C. The baseline period is from MM/DD/YY to MM/DD/YY and the baseline electricity and natural gas bills are presented in this Schedule 2. Metrix software will be used to determine the relationship between the energy consumption of each building and the possible independent factors such as weather effect (HDD and CDD), operation time, number of occupants, days of billing cycle period, and so on. The format of the formula will be similar to that shown below and will be used in future years of the guarantee term to determine the baseline electricity and natural gas consumption of each building with respect to the independent factors:

BEE = a1 x HDD + b1 x CDD + c1 x DBCP + d1
BED = a2 x HDD + b2 x CDD + c2 x DBCP + d2
BNGE = a3 x HDD + b3 x CDD + c3 x DBCP + d3

Where:
BEE: *Baseline electrical energy (kWh/yr)*
BED: *Baseline electric demand (kW)*
BNGE: *Baseline natural gas energy (therms/yr)*
HDD: *Heating degree days*
CDD: *Cooling degree days*
DBCP: *Days of billing cycle period where applicable*
a1, b1, c1, a2, b2, c2, a3, b3, c3: *Coefficients of independent factors*
d1, d2, d3: *Constant*

Following implementation, Johnson Controls will use the building automation system to monitor the operation of the installed equipment. The data will be collected on a regular basis and analyzed to determine if equipment is running as intended. Upon the completion of the ECM construction, Johnson Controls will use the formula above to calculate the baseline energy consumption of each school based on the current independent factors such as weather factors (HDD and CDD), operation time, number of occupants and so on. Johnson Controls will also collect the utility bills for the same time period and compare them with the adjusted baseline energy consumption. The savings will be calculated as the difference between the adjusted baseline energy consumption and the current energy consumption, plus any necessary adjustments. Johnson Controls will repeat this procedure at the end of each performance year.

The cost savings will be determined using the following formula:

NAS = EES x EER + DS x DR x Months + NGS x ANGR

Where:
NAS: Net annual savings ($/yr)
EES: Verified electric energy savings (kWh/yr)
EER: Average electric energy rate ($/kWh)
DS: Demand savings (kW/month)
DR: Demand rate ($/kW)
Months: Number of months
NGS: Verified natural gas savings (therms/yr)
ANGR: Average natural gas rate ($/therm)

Because the savings for these buildings are verified using whole meter analysis, individual Improvement Measure performance is not verified or reported under this method. To demonstrate the contribution of each Improvement Measure to the energy savings, the following tables show the estimated annual energy savings of each Improvement Measure.

BUILDING #1 Energy Savings Summary

Improvement Measure	Electricity Savings, kWh/yr	Demand Savings, kW/month	Natural Gas Savings, therms/yr
FIM #1			
FIM #2			
FIM #3			
Total			

Option D
Calibrated Simulation

Option D involves the use of computer simulation software to predict energy use. Such simulation model must be "calibrated" so that it predicts an energy use and demand pattern that reasonably matches actual utility consumption and demand data from either the base-year or a post-retrofit year.

Option D may be used to assess the performance of all Improvement Measures in a facility, akin to Option C. However, different from Option C, multiple runs of the simulation tool in Option D allow estimates of the Measured Project Benefits attributable to each Improvement Measure within a multiple Improvement Measure project.

Option D may also be used to assess just the performance of individual systems within a facility, akin to Options A and B. In this case, the system's energy use must be isolated from that of the rest of the facility by appropriate meters.

Measured Project Benefits from the following Improvement Measures will be calculated using Option D:

[Insert Relevant Improvement Measures]

Schedule 2

Other Validation Methods & Procedures

Utility cost avoidance from the following Improvement Measures will be calculated using the validation methods and procedures detailed below.

CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE AND/OR ANNUAL PROJECT BENEFITS

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

III. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate shown in the Annual Escalation Rate table below. The Base Utility Cost for each type of utility represents the 12 month average utility costs from _____ through _____.

Building	Electric Energy Rate ($/kWh)	Electric Demand Rate ($/kW)	Natural Gas Rate ($/therm)	Fuel Oil Rate ($/Gal)	Water/Sewer Rate ($/kGal)

Annual Energy Costs Escalation Rate

The following table identifies the percentage increases that will be made to the amounts in the table for each succeeding year of the Guarantee. These escalation rates were determined using the Energy Escalation Rate Calculator (EERC) developed by the National Institute of Standards and Technology (NIST) which uses the annual energy price forecasts of the Energy Information Administration (EIA) of the U.S. Department of Energy (DOE) to determine escalation rates for use in performance contracts.

Year	Electric	Natural Gas	Fuel Oil	Water/Sewer
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

IV. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Pre-Retrofit Facility/Area

	Lighting		HVAC	
	Time On	Time Off	Time On	Time Off
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Holidays				

Occupied Room Temperature During Heating Season: _____to _____ degrees F
Unoccupied Low Temperature Limit During Heating Season: _____ degrees F
Heating season is _____ to _____
Occupied Room Temperature During Cooling Season: _____ to _____degrees F
Unoccupied High Temperature Limit During Cooling Season: _____ degrees F
Cooling season is _____ to _____

Post-Retrofit Facility/Area

	Lighting		HVAC	
	Time On	Time Off	Time On	Time Off
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Holidays				

Occupied Room Temperature During Heating Season: _____ to _____ degrees F
Unoccupied Low Temperature Limit During Heating Season: _____ degrees F
Heating season is _____ to _____
Occupied Room Temperature During Cooling Season: _____ to _____ degrees F
Unoccupied High Temperature Limit During Cooling Season: _____ degrees F
Cooling season is _____ to _____

Johnson Controls, Inc. Initials: _____ *Customer Initials: _____*

V. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Engineer will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.

2. For specified Improvement Measures, JCI will:
   A. conduct pre and post installation measurements required under this Agreement;
   B. confirm the building management system employs the control strategies and set points specified in this Agreement;
   C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation);
   D. confirm that the appropriate metering and data points required to track the variables associated with the applicable Improvement Measures' benefits calculation formulas are established; and
   E. set up appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure. Trend data records maintained in the ordinary course of system operation shall be used and relied upon by Johnson Controls in connection with Project Benefit calculations. Johnson Controls will use commercially reasonable efforts to ensure the integrity of the data collected to calculate the required metrics. In the event data are lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, Johnson Controls will use reasonable engineering methods to estimate or replace the lost data.

3. During the Guarantee Term, a JCI Performance Engineer will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Engineer will periodically assist Customer, on-site or remotely, with respect to the following activities:
   A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;
   B. advise Customer's designated personnel of any performance deficiencies based on such information;
   C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
   D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.

4. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:
   A. an executive overview of the project's performance and Project Benefits achieved to date;
   B. a summary analysis of the Measured Project Benefits accounting; and
   C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.

5. [Insert additional M&V Services to the extent applicable to a specific project]

CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;

2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;

3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;

4. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:

    a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
    b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
    c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
    d. a legal description of the project site;
    e. as-built and record drawings of any existing structures at the project site; and
    f. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.

5. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;

6. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1;

7. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;

8. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;

9. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefor;

10. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;

11. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for

calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;

12. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;

13. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;

14. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;

15. [INSERT ANY OTHER CUSTOMER RESPONSIBILITIES APPLICABLE TO PROJECT]

PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. *Work*. The price to be paid by Customer for the Work shall be $XXXXXX. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

   XX% down payment due at contract signing - $XXXXXXX

   Monthly progress payments thereafter as defined below:

   Progress Payments: At least fifteen (15) days before the date established for each Progress Payment (first of the Month), JCI shall submit to Customer an itemized application for payment for work completed on AIA Forms 7202 and 7203. Submission of the agreed upon monthly progress payment invoice will be delivered to the district 15 days after the pencil copy. Payment will be made by the district no later than 30th day of the following month.

   Such applications for progress payments may include requests for payment on account of changes in the Work which have been properly authorized by Modifications.

   Progress Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by Customer, payment may be similarly made for materials and equipment suitably stored off the site.

   Final Payment, constituting the entire unpaid balance for the Work, shall be made to JCI within 60 days after the Substantial Completion Date. Payments may be withheld on account of any breach of this Agreement by JCI and claims by third parties (including JCI subcontractors and materials suppliers), but only to the extent that written notice has been provided to JCI and JCI has failed, within ten days of the date of receipt of such notice, to provide adequate security to protect Customer from any loss, cost, or expense related to such claims.

2. *M&V Services*. The total price for JCI's M&V Services, as detailed on Schedule 2 of this Agreement, is $XXXXX. Customer will be billed annually and payment will be due when Customer receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the Guarantee Term.

Year	Annual Amount ($/Yr)
1	$
2	$
3	$
Total	**$**

   No further measurement or verification of energy savings will take place after completion of Year 3. In the event Customer wishes to extend the duration of the guarantee term and associated M&V Services beyond Year 3, JCI shall furnish Customer pricing for such extension. In the absence of Customer's decision to extend the guarantee term and M&V Services, the assured performance guarantee shall be deemed complete and satisfied at the end of Year 3.

Attachment 1

NOTICE TO PROCEED

Johnson Controls, Inc.
[Insert JCI Address]
ATTN: [Insert JCI Contact]

Re: Notice to Proceed for [Insert Project Name]

Dear [Insert JCI Contact]:

This Notice to Proceed is being issued by [Insert Customer Name] ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

[INSERT CUSTOMER NAME]

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Attachment 2

CHANGE ORDER

Performance Contract dated , 20 between Johnson Controls, Inc. and Customer	Change Order No.		Date (mo/day/yr)
Customer [Insert Customer Name]			

The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.

Scope of Work changed as follows:

Total amount of this Change Order	$
Total Performance Contract amount as revised by this Change Order	$
The time for completion is: ☐ increased, ☐ decreased, ☐ unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr)

[check if applicable] Assured Performance Guarantee changed as follows:

Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.

JOHNSON CONTROLS, INC.	**CUSTOMER**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
[Insert JCI Address]

[Insert Customer Name] ("Customer")
[Insert Customer Address]

PROJECT: [Insert Project Name]; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract is substantially complete.

b. Customer has received the manuals, warranty information, and training required under the Performance Contract.

c. The following punch list items must be completed by JCI (check as applicable):

☐ punch list attached
☐ punch list complete

d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated _____, 20____.

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
[Insert JCI Address]

[Insert Customer Name] ("Customer")
[Insert Customer Address]

PROJECT: [Insert Project Name]; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.

b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated _____, 20____.

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

ORDINANCE NO: 842
PUBLIC ART ORDINANCE

AN ORDINANCE TO AMEND CHAPTER _____ OF THE ORDINANCES OF THE CITY OF ALMA TO ADD SECTIONS _____ AND FOLLOWING TO ALLOW AND REGULATE THE PLACEMENT, CONSTRUCTIONS, MAINTENANCE AND REMOVAL OF PUBLIC ART ON PROPERTY WITHIN THE CITY OF ALMA

THE CITY OF ALMA ORDAINS:

Chapter _____ of the Ordinances of the City of Alma is amended to add Sections _____ and following to read as follows:

Section 1: The City Commission of the City of Alma hereby finds that public art is an integral part of the cultural expression within the City of Alma, and it is the policy of the City of Alma to aid artists and others in understanding the issues surrounding the creation, construction, maintenance and removal of public art, and to apprise parties involved in the public art projects of the process necessary to obtain permission to create public art, and to aid in the creation and maintenance of public art in certain designated areas within the City of Alma.

Section 2: Definitions:

Public Art is defined as both temporary and permanent works of art created, purchased, produced or otherwise acquired for the display on or in public spaces or facilities. Public Art means the product of a skilled artist (or group of artists) and includes, but is not limited to, material enhancement of a building, landscape, paintings, sculpture, engravings, murals, mobiles, photographs, drawings, performance art, works in video and sound, and works in fiber. Public art also includes any figure, marking or design that is marked, etched, drawn or painted on any property within the City of Alma that does not constitute a sign, under the City of Alma Sign Ordinance.

Material Aesthetic Enhancement means the skilled application of artistic elements to the publicly visible features of a public project or a capital improvement project or placement of works of art or design elements, or specially designed plazas, atriums, or other spaces open to the public.

Owner is defined as the person, persons, or entity holding fee title to a subject property, as indicated by records contained in the Gratiot County Register of Deeds Office.

Property is defined as any public or privately owned property within the City of Alma that is observable from any public right-of-way, or any public space.

Section 3: Permit Process.

The Permit Process will be outlined and administered by the City of Alma Public Arts Advisory Board.

Section 4: Timeline for Construction and Installation

Once a permit is granted, construction and installation of the public art must be completed within 6 months, unless more time is allotted, after written request for an extension by the applicant, and a written extension by the Alma City Commission. Failure to comply with this section will result in a revocation of the permit, and the obligation by the property owner to return the subject property to its pre-permit condition.

Section 5: Maintenance.

a. Once the public art is completed, the permit for same shall be valid so long as, in the opinion of the Alma City Commission, in consultation with the City of Alma Public Arts Advisory Board, the public art remains in adequate condition, and is being property maintained.
b. It shall be the responsibility of the owner and/or person, persons or entity in possession of the property on which the public art is attached, to maintain the public art in satisfactory condition.
c. Failure to maintain the public art, such that it falls into a state of disrepair, as determined by the City Commission and consultation with the Public Arts Advisory Board, will result in a revocation of the permit, requiring the then owner and/work possessor of the property to repair/restore the public art to acceptable standards as determined by the City Commission, in consultation with the Public Arts Advisory Board, or to remove the public art and to restore the property to its conditions prior to the creation of same

Section 5: Violation/Penalty.

a. Failure to comply with this Ordinance shall constitute a municipal civil infraction, subjecting the violator to the penalties provided in Section _____ of the City of Alma Code of Ordinances relative to municipal civil infraction penalties;
b. Public Art that remains in a state of disrepair, as determined by the City Commission, in consultation with the Public Arts Advisory Board for _____ days after notice by the City Commission of said state of disrepair, shall constitute a public nuisance, which may be abated by the City of Alma as provided in the City of Alma Code of Ordinances relative to nuisance abatement.

Section 6: Separability. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7: Ordinances Repealed. All ordinances and/or parts of ordinances inconsistent with this ordinance are hereby repealed.

Section 8. Effective Date. This ordinance shall take effect and be in force 15 days from and after its enactment as provided by the City Charter.

Passed and approved by the City Commission of the City of Alma, Michigan, in regular session, held _____, 2024.

We, the undersigned, Mayor and Clerk of the City of Alma, Michigan, do hereby certify that the above and foregoing Ordinance, known as Ordinance No. 842 of the City of Alma, Michigan, was introduced at a regular meeting of the City commission, held on January 9, 2024, and was thereafter passed as a regular meeting on _____, 2024, at least two weeks elapsing between the introduction and the enactment.

Dated at Alma, Michigan, this _____ day of _____, 2024.

_____
Greg Mapes Mayor

_____
Sara Anderson Clerk

I, the undersigned, City Clerk, DO HEREBY CERTIFY that the foregoing and above Ordinance No. 842 of the City of Alma, Michigan, is a true and compared copy of the original ordinance, now on file in my office, and of the whole thereof; that the same was published within 10 days from its adoption in the Morning Sun, a newspaper printed, published and circulated in the City of Alma, Michigan, on _____, 2024, and that the Affidavit of Publication thereof is now on file in my office and is a part of the original records pertaining to the adoption of the aforesaid ordinance.

I FURTHER CERTIFY that in accordance with the provisions of Section 5.3 and 5.5 of Chapter V of the Charter of Alma, Michigan, the foregoing ordinance shall take effect 15 days after its enactment as aforesaid.

Dated _____at Alma, Michigan.

_____
Sara Anderson, City Clerk

CITY OF ALMA
2023 Capital Improvement Project

Estimate No.	Change Order - Final	
Date:	12/8/2023	
Period From:		11/8/2023
To:		12/8/2023

Contract Amount	$	786,736.40
Amount of Change (Previous Changes)	$	261,806.45
Total to Date Contract Amount	$	1,048,542.85
Amount of Change Order	$	(110,721.49)
Less Previous Estimates	$	937,821.36

Distribution:

101-443.000-970.000	Parking Lot #2	Cost Center #1	($61,143.07)
101-443.000-970.000	Parking Lot #3	Cost Center #2	($27,600.10)
101-443.000-970.000	Change Orders	Cost Center #3	($21,978.32)
		Total	($110,721.49)

Accepted by: _____ Date: _____
McGuirk Sand and Gravel, Inc.

Approved by: _____ Date: _____
City of Alma

City of Alma
2023 Downtown Parking Lot #2 & #3 Improvement
COST CENTER #1: Parking Lot #2

Item	Description	Est Quantity	Unit	Unit Price	Bid Amount	Change Quantities	Total Quantities to Date	Previous Amount Earned
1	Mobilization, Max	1	LS	$19,000.00	$ 19,000.00	0.00	1	$0.00
2	Tree, Rem, 6 inch to 18 inch	2	Ea	$503.00	$ 1,006.00	0.00	2	$0.00
3	Dr Structure, Rem	2	Ea	$1,510.00	$ 3,020.00	1.00	3	$1,510.00
4	Sewer, Rem, Less than 24 inch	39	Ft	$14.50	$ 565.50	1.00	40	$14.50
5	Curb and Gutter, Rem	196	Ft	$13.00	$ 2,548.00	(1.00)	195	($13.00)
6	Pavt, Rem	2396	Syd	$5.90	$ 14,136.40	(156.00)	2240	($920.40)
7	Sidewalk, Rem	152	Syd	$13.50	$ 2,052.00	(17.00)	135	($229.50)
8	Excavation, Earth	810	Cyd	$30.50	$ 24,705.00	(12.00)	798	($366.00)
9	Subgrade Undercutting, Type II, Modified	500	Cyd	$43.00	$ 21,500.00	(500.00)	0	($21,500.00)
10	Erosion Control, Aggregate Cover	170	Syd	$19.00	$ 3,230.00	(170.00)	0	($3,230.00)
11	Erosion Control, Inlet Protection, Fabric Drop	14	Ea	$114.00	$ 1,596.00	(4.00)	10	($456.00)
12	Erosion Control, Silt Fence	40	Ft	$12.50	$ 500.00	(40.00)	0	($500.00)
13	Subbase, CIP	60	Cyd	$44.00	$ 2,640.00	2.00	62	$88.00
14	Aggregate Base, 4 inch	42	Syd	$18.00	$ 756.00	93.00	135	$1,674.00
15	Aggregate Base, 8 inch	2345	Syd	$19.00	$ 44,555.00	(385.00)	1960	($7,315.00)
16	Geotextile Separator	2345	Syd	$2.70	$ 6,331.50	(385.00)	1960	($1,039.50)
17	Sewer, Cl IV, 12 inch, Tr Det B	220	Ft	$132.00	$ 29,040.00	80.00	300	$10,560.00
18	Structure Cover, Adj, Case 1, Modified	14	Ea	$1,120.00	$ 15,680.00	(6.00)	8	($6,720.00)
19	Dr Structure, 48 inch dia	8	Ea	$3,155.00	$ 25,240.00	0.00	8	$0.00
20	4 inch Perforated DWPE Underdrain	320	Ft	$42.00	$ 13,440.00	0.00	320	$0.00
21	HMA, 13A	706	Ton	$77.50	$ 54,715.00	(101.00)	605	($7,827.50)
22	HMA Pavt Repair, Modified	17	Syd	$124.0	$ 2,108.00	(17.00)	0	($2,108.00)
23	Electrical Conduit, 4 inch	180	Ft	$42.0	$ 7,560.00	(15.00)	165	($630.00)
24	Driveway, Nonreinf Conc, 6 inch	49	Syd	$59.5	$ 2,915.50	0.50	49.5	$29.75
25	Dumpster Pad, Conc, 8 inch	55	Syd	$67.5	$ 3,712.50	7.25	62.25	$489.38
26	Curb and Gutter, Conc, Det F2	252	Ft	$28.0	$ 7,056.00	(57.00)	195	($1,596.00)
27	Sidewalk, Conc, 4 inch	353	Sft	$6.0	$ 2,118.00	511.00	864	$3,066.00
28	Sidewalk, Conc, 6 inch	973	Sft	$7.0	$ 6,811.00	(614.00)	359	($4,298.00)
29	Dumpster Enclosure	1	Ea	$35,120.0	$ 35,120.00	0.00	1	$0.00
30	Privacy Fence	140	Ft	$101.0	$ 14,140.00	0.00	140	$0.00
31	ADA Parking Lot Sign	1	Ea	$248.0	$ 248.00	0.00	1	$0.00
32	Parking Lot Sign, Remove and Replace	8	Ea	$355.00	$ 2,840.00	(4.00)	4	($1,420.00)
33	Pavement Markings	1	LS	$554.00	$ 554.00	0.00	1	$0.00
34	Shredded Hardwood Mulch	1	LS	$1,210.00	$ 1,210.00	0.00	1	$0.00
35	Turf Establishment, Performance	1	LS	$1,920.00	$ 1,920.00	0.00	1	$0.00
36	Temporary Traffic Devices	1	LS	$4,025.00	$ 4,025.00	0.00	1	$0.00
37	Fixture Head Replacement, LED	2	Ea	$1,260.00	$ 2,520.00	0.00	2	$0.00
38	Construction Staking	1	LS	$7,500.00	$ 7,500.00	0.00	1	$0.00
39	Material Testing	1	LS	$16,000.00	$ 16,000.00	(1.00)	0	($16,000.00)
40	Fencing Additional	0	LS	$2,030.00	$ 2,030.00	1.00	1	$2,030.00
	PO Adjustment Error in Orignal Math on Bid				$4,435.80			($4,435.80)
	Cost Center #1 Totals				**$385,550.20**			($61,143.07)

City of Alma
2023 Downtown Parking Lot #2 & #3 Improvement
COST CENTER #2: Parking Lot #3

Item	Description	Unit	Est. Quantity	Unit Price	Bid Amount	Change Quantity	Total Quantity to Date	Total Amount Earned
1	Mobilization, Max	1	LS	$21,500.00	$ 21,500.00	0	1	$0.00
2	Tree, Rem, 6 inch to 18 inch	10	Ea	$503.00	$ 5,030.00	0	10	$0.00
3	Curb and Gutter, Rem	886	Ft	$8.40	$ 7,442.40	10	895.5	$79.80
4	Pavt, Rem	3895	Syd	$2.50	$ 9,737.50	(145)	3750	($362.50)
5	Sidewalk, Rem	135	Syd	$4.00	$ 540.00	20	155	$80.00
6	Excavation, Earth	1260	Cyd	$12.00	$ 15,120.00	(27)	1233	($324.00)
7	Subgrade Undercutting, Type II, Modified	500	Cyd	$25.00	$ 12,500.00	215	714.5	$5,362.50
8	Erosion Control, Aggregate Cover	170	Ea	$20.00	$ 3,400.00	(170)	0	($3,400.00)
9	Erosion Control, Inlet Protection, Fabric Drop	4	Ea	$114.00	$ 456.00	0	4	$0.00
10	Subbase, CIP	54	Cyd	$39.00	$ 2,106.00	4	58	$156.00
11	Aggregate Base, 4 inch	143	Syd	$16.50	$ 2,359.50	100	243	$1,650.00
12	Aggregate Base, 8 inch	4000	Syd	$20.50	$ 82,000.00	51	4051	$1,045.50
13	Geotextile Separator	4000	Syd	$2.70	$ 10,800.00	(300)	3700	($810.00)
14	Structure Cover, Adj, Case 1, Modified	4	Ea	$1,120.00	$ 4,480.00	(2)	2	($2,240.00)
15	Dr Structure, 48 inch dia	3	Ea	$2,920.00	$ 8,760.00	(2)	1	($5,840.00)
16	4 inch Perforated DWPE Underdrain	120	Ft	$40.00	$ 4,800.00	(80)	40	($3,200.00)
17	HMA, 13A	1150	Ton	$81.50	$ 93,725.00	0	1150	$0.00
18	HMA Pavt Repair, Modified	25	Syd	$92.50	$ 2,312.50	(25)	0	($2,312.50)
19	Electrical Conduit, 4 inch	215	Ft	$37.50	$ 8,062.50	0	215	$0.00
20	Driveway, Nonreinf Conc, 6 inch	82	Syd	$56.5	$ 4,633.00	6	88	$339.00
21	Dumpster Pad, Conc, 8 inch	54	Syd	$66.0	$ 3,564.00	(54)	0	($3,564.00)
22	Curb and Cutter, Conc, Det F2	856	Ft	$24.0	$ 20,544.00	40	895.5	$948.00
23	Sidewalk, Conc, 4 inch	593	Sft	$5.4	$ 3,202.20	357	950	$1,927.80
24	Sidewalk, Conc, 6 inch	612	Sft	$6.3	$ 3,855.60	361	973	$2,274.30
25	Privacy Fence	40	Ft	$106.0	$ 4,240.00	(40)	0	($4,240.00)
26	Sign, Type III, Rem	1	Ea	$51.0	$ 51.00	0	1	$0.00
27	ADA Parking Lot Sign	4	Ea	$248.0	$ 992.00	0	4	$0.00
28	Parking Lot Sign, Remove and Replace	11	Ea	$355.0	$ 3,905.00	0	11	$0.00
29	Pavement Markings	1	LS	$1,160.0	$ 1,160.00	0	1	$0.00
30	Shredded Hardwood Mulch	1	LS	$2,255.00	$ 2,255.00	0	1	$0.00
31	Turf Establishment, Performance	1	LS	$1,920.00	$ 1,920.00	0	1	$0.00
32	Temporary Traffic Devices	1	LS	$4,025.00	$ 4,025.00	0	1	$0.00
33	Fixture Head Replacement, LED	6	Ea	$923.00	$ 5,538.00	0	6	$0.00
34	Construction Staking	1	LS	$7,500.00	$ 7,500.00	0	1	$0.00
35	Material Testing	1	LS	$16,000.00	$ 16,000.00	(1)	0	($16,000.00)
	PO Adjustment Error in Orignal Math on Bid				-$830.00			$830.00
	Cost Center #2 Totals				**$354,186.20**			**($27,600.10)**

City of Alma
2020 Capital Improvement Program
COST CENTER #3: Iowa Street Reconstruction (Sheet 14-15-16-17)

Item	Description	Unit	Est. Quantity	Unit Price	Bid Amount	Change Quantities	Total Quantity to Date	Total Amount Earned
	Change Order #1 - Sanitary Sewer Spot Repair							
	Parking Lot 2							
1	Sewer, Rem, Less than 24 inch	32	Ft	$14.50	$464.00	20.00	52	$290.00
2	Storm Sewer, Cl IV, 12 inch, Tr Det B	32	Ft	$385.00	$12,320.00	20.00	52	$7,700.00
3	Change Order - Sewer Connections	0	LS	$6,770.30	$0.00	1.00	1	$6,770.30
	Parking Lot 3							
3	Sewer, Rem, Less than 24 inch	32	Ft	$14.50	$464.00	0.00	32	$0.00
4	Sanitary Sewer, Cl IV, 12 inch, Tr Det B	32	Ft	$443.00	$14,176.00	0.00	32	$0.00
5	Sewer, Cl IV, 12 inch, Tr Det B	42	Ft	$132.00	$5,544.00	0.00	42	$0.00
6	Chagne Order - Sewer Connection #1	0	LS	$1,848.21	$0.00	1.00	1	$1,848.21
7	Chagne Order - Sewer Connection #2	0	LS	$3,141.57	$0.00	1.00	1	$3,141.57
	Change Amount from Original CO#1	1	Ea	$1,906.00	$1,906.00	(1.00)	0	($1,906.00)
	Change Order #2 - Relief Storm Sewer							
8	Mobilization, Max	1	LS	$4,050.00	$4,050.00	0.0	1	$0.00
9	Sewer, Rem, Less than 24 inch	8	Ft	$37.50	$300.00	0.0	8	$0.00
10	Curb and Gutter, Rem	10	Ft	$18.50	$185.00	0.5	10.5	$9.25
11	Pavt, Rem, Modified	643	Syd	$15.00	$9,645.00	(20.0)	623	($300.00)
12	Erosion Control, Inlet Protection, Fabric Drop	6	Ea	$121.00	$726.00	(2.0)	4	($242.00)
13	Excavation, Earth	160	CY	$35.0	$5,600.00	(160.0)	0	($5,600.00)
14	Aggregate Base, 4 inch	3	Syd	$23.5	$70.50	(3.0)	0	($70.50)
15	Aggregate Base, 8 inch	478	Syd	$21.5	$10,277.00	(478.0)	0	($10,277.00)
16	Geotextile Separator	478	Syd	$1.8	$860.40	(478.0)	0	($860.40)
17	Sewer, Cl IV, 12 inch, Tr Det B	181	Ft	$139.0	$25,159.00	(16.0)	165	($2,224.00)
18	Sewer Tap, 6 inch	1	Ea	$509.0	$509.00	0.0	1	$0.00
19	Dr Structure Tap, 12 inch	3	Ea	$816.0	$2,448.00	(1.0)	2	($816.00)
20	Dr Structure Cover, Type B	2	Ea	$961.0	$1,922.00	(1.0)	1	($961.00)
21	Dr Structure Cover, Type D	1	Ea	$1,115.0	$1,115.00	0.0	1	$0.00
22	Structure Cover, Adj, Case 1	2	Ea	$523.0	$1,046.00	0.0	2	$0.00
23	Dr Structure, 48 inch dia	3	Ea	$4,740.00	$14,220.00	(1.0)	2	($4,740.00)
24	HMA, 4 EML	73	Ton	$157.00	$11,461.00	0.0	73	$0.00
25	HMA, 5 EML	58	Ton	$172.00	$9,976.00	0.0	58	$0.00
26	Woodworth Ave. Pavement Repair	146	Syd	$190.00	$27,740.00	28.0	174	$5,320.00
27	Pavt Repair, Modified	5	Syd	$264.00	$1,320.00	0.0	5	$0.00
28	Curb and Gutter, Conc, Det F2	10	Ft	$26.50	$265.00	0.5	10.5	$13.25
29	Sidewalk, Conc, 6 inch, Modified	137	Sft	$9.20	$1,260.40	5.0	142	$46.00
30	Temporary Traffic Devices	1	LS	$4,320.00	$4,320.00	0.0	1	$0.00
31	Water Main Conflict	1	Ea	$11,180.00	$11,180.00	(1.0)	0	($11,180.00)
32	Allowance 1: Construction Staking	1	LS	$2,215.00	$2,215.00	(1.0)	0	($2,215.00)
33	Allowance 2: Material Testing	1	LS	$4,335.00	$4,335.00	(1.0)	0	($4,335.00)
	Change Order #3 - Electrical Repair - Parking Lot 3							
34	Electrical Conduit Repair	1	LS	$3,550.00	$3,550.00	0.0	1	$0.00
	Change Order #4 - Stamped Concrete							
35	Sidewalk, Rem	175.00	SF	$4.15	$726.25	0.0	175	$0.00
36	Curb, Rem	41.00	LF	$18.50	$758.50	(1.0)	40	($18.50)
37	Asphalt, Rem	82.00	SF	$10.75	$881.50	(2.0)	80	($21.50)
38	Removable Bollard	6.00	EACH	$500.00	$3,000.00	(2.0)	4	($1,000.00)
39	8" Plain Concrete Ribbon	395.00	SF	$11.65	$4,601.75	5.0	400	$58.25
40	6" Stamped Concrete	1,700.00	SF	$27.70	$47,090.00	43.0	1743	$1,191.10
41	24" Plain Concrete Bollard Pad	78.00	SF	$39.00	$3,042.00	0.0	78	$0.00
42	Set Removable Bollard Sleeve	6.00	EACH	$275.00	$1,650.00	(2.0)	4	($550.00)
43	6" Sand Under Flatwork	40.00	CY	$32.75	$1,310.00	0.0	40	$0.00
44	Fine Grade For Flatwork	2,346.00	SF	$0.80	$1,876.80	(203.0)	2143	($162.40)
45	6" Concrete Sidewalk	175.00	SF	$9.85	$1,723.75	15.0	190	$147.75
46	Concrete Curb And Gutter, Det F4	41.00	LF	$37.50	$1,537.50	(1.0)	40	($37.50)
47	Brick Paver Repair	76.00	SF	$27.70	$2,105.20	(36.0)	40	($997.20)
48	HMA Pavt Repair, Modified	9.00	SY	$97.10	$873.90	0.0	9	$0.00
	Cost Center #3 Totals				**$261,806.45**			**($21,978.32)**

January 2, 2024

For the month of December, the Alma Transit Center provided 5,546 rides. Rides were down from the FY23 December rides of 6,236. Calendar Rides for CY23 totalled 77,654 compared to CY22 total of 73,658.

The Transit Office Space renovation is now completed.

ATC is now in the process of submitting a RFP for new Dispatch software.

ATC is looking forward to the new year.

Regards,

Brett Baublitz
Director of Transportation

CITY OF ALMA
ALMA TRANSIT CENTER
Non-Financial Data Summary AS OF December 31, 2023

FY23/24	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total		July - Sep FY24 1ST Qtr	Oct - Dec FY24 2nd Qtr	Jan - Mar FY24 3rd Qtr	Apr - June FY24 4th Qtr	FY24 Total
Vehicle Hours	1,393	1,635	1,460	1,723	1,655	1,403							9,269		4,488	4,781	-	-	9,269
Excluded breaks	47	76	60	99	77	36							395		183	212	-	-	395
	1,346	1,560	1,400	1,624	1,578	1,367	-	-	-	-	-	-	8,875		4,306	4,569	-	-	8,875
Demand Response - Vehicle Miles	21,332	24,842	23,363	24,024	24,358	20,335							138,254		69,537	68,717	-	-	138,254
Passenger Trips:																			
Reg	2,570	3,586	4,533	5,096	4,620	3,704							24,109	66.6%	10,689	13,420	-	-	24,109
Elderly	381	435	301	391	439	388							2,335	6.4%	1,117	1,218	-	-	2,335
Persons with Disabilities	773	875	847	906	938	810							5,149	14.2%	2,495	2,654	-	-	5,149
Elderly w/Disabilities	759	865	733	814	795	644							4,610	12.7%	2,357	2,253	-	-	4,610
Total	4,483	5,761	6,414	7,207	6,792	5,546	-	-	-	-	-	-	36,203		16,658	19,545	-	-	36,203
Days Operated	20	23	22	22	21	18							126		65	61	-	-	126
Gasoline Gallons	2,724	3,111	3,018	2,956	2,883	2,575							17,267		8,852	8,414	-	-	17,267
Gasoline $	$ 7,999	$ 9,982	$ 9,270	$ 9,342	$ 8,205	$ 6,727							$ 51,524		$ 27,250	$ 24,274	$ -	$ -	$ 51,524

FY22/23	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total		FY23 1ST Qtr	FY23 2nd Qtr	FY23 3rd Qtr	FY23 4th Qtr	FY23 Total
Vehicle Hours	1,391	1,808	1,814	1,775	1,806	1,734	1,948	1,701	1,949	1,690	2,010	1,680	21,306		5,013	5,316	5,597	5,380	21,306
Excluded breaks	79	101	74	76	71	84	99	64	68	64	92	94	963		253	231	230	249	963
	1,312	1,708	1,741	1,699	1,735	1,651	1,849	1,637	1,881	1,626	1,918	1,586	20,343		4,760	5,086	5,367	5,130	20,343
Demand Response - Vehicle Miles	19,412	25,364	27,363	27,692	26,804	24,310	27,054	25,026	30,027	26,542	29,187	24,210	312,991		72,139	78,806	82,107	79,939	312,991
Passenger Trips:																			
Reg	2,261	3,926	5,244	5,827	5,326	4,612	5,615	4,931	5,414	5,012	5,582	3,381	57,131	71.9%	11,431	15,765	15,960	13,975	57,131
Elderly	220	286	249	254	265	262	276	243	389	338	397	416	3,595	4.5%	755	781	908	1,151	3,595
Persons with Disabilities	768	927	939	971	929	797	882	769	1,077	887	904	803	10,653	13.4%	2,634	2,697	2,728	2,594	10,653
Elderly w/Disabilities	658	748	680	619	664	565	628	519	751	609	752	876	8,069	10.2%	2,086	1,848	1,898	2,237	8,069
Total	3,907	5,887	7,112	7,671	7,184	6,236	7,401	6,462	7,631	6,846	7,635	5,476	79,448		16,906	21,091	21,494	19,957	79,448
Days Operated	20	23	21	21	20	21	22	20	23	19	22	22	254		64	62	65	63	254
Gasoline Gallons	2,555	3,218	3,259	3,152	3,128	2,759	3,106	2,806	3,346	3,082	3,469	3,066	36,948		9,032	9,039	9,259	9,618	36,948
Gasoline $	$ 9,821	$ 9,804	$ 11,443	$ 10,971	$ 11,321	$ 8,616	$ 8,231	$ 8,274	$ 10,104	$ 9,398	$ 10,201	$ 8,924	$ 117,108		$ 31,069	$ 30,908	$ 26,609	$ 28,522	$ 117,108

FY21/22	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total		July - Sep FY22 1ST Qtr	Oct - Dec FY22 2nd Qtr	Jan - Mar FY22 3rd Qtr	Apr - June FY22 4th Qtr	FY 22 Total
Vehicle Hours	1,338	1,638	1,849	1,788	1,512	1,468	1,564	1,599	1,812	1,670	1,775	1,681	19,696		4,825	4,769	4,976	5,127	19,696
Excluded breaks	50	66	90	47	34	27	66	54	59	55	67	72	686		206	108	179	194	686
	1,288	1,572	1,759	1,741	1,478	1,441	1,498	1,545	1,754	1,615	1,708	1,609	19,009		4,619	4,661	4,797	4,933	19,009
Demand Response - Vehicle Miles	15,208	19,511	21,848	22,833	21,434	18,893	21,048	20,128	26,236	24,802	25,464	23,370	260,775		56,567	63,160	67,412	73,636	260,775
Passenger Trips:																			
Reg	1,411	2,495	3,683	3,891	3,751	3,212	3,923	4,185	5,132	5,141	5,519	3,059	45,402	74.1%	7,589	10,854	13,240	13,719	45,402
Elderly	217	193	213	254	245	238	203	230	254	219	215	301	2,782	4.5%	623	737	687	735	2,782
Persons with Disabilities	709	816	788	832	816	716	772	748	1,051	996	996	1,014	10,254	16.7%	2,313	2,364	2,571	3,006	10,254
Elderly w/Disabilities	208	220	191	175	181	189	227	171	229	202	186	688	2,867	4.7%	619	545	627	1,076	2,867
Total	2,545	3,724	4,875	5,152	4,993	4,355	5,125	5,334	6,666	6,558	6,916	5,062	61,305		11,144	14,500	17,125	18,536	61,305
Days Operated	21	22	21	21	20	20	21	20	23	20	21	22	252		64	61	64	63	252
Gasoline Gallons	2,204	2,723	2,815	2,707	2,598	2,582	2,512	2,585	3,171	3,065	3,004	3,060	33,027		7,742	7,887	8,268	9,129	33,027
Gasoline $	$ 5,481	$ 7,256	$ 7,665	$ 8,034	$ 8,015	$ 7,211	$ 6,579	$ 7,449	$ 11,219	$ 10,266	$ 12,023	$ 13,486	$ 104,683		$ 20,402	$ 23,260	$ 25,247	$ 35,775	$ 104,683

Alma Transit Center
Non Financial Operating Data

Scheduling and Dispatch
December 2023

Monthly Summary

		Weekday	Total
Demand Response	Vehicle Hours	1,403.23	1,403.23
	Excluded breaks	-36.08	-36.08
	Total	1,367.15	1,367.15
Total Vehicle Hours		1,367.15	1,367.15

		Weekday	Total
Demand Response	Vehicle Miles	20,335.00	20,335.00
	Total	20,335.00	20,335.00
Total		20,335.00	20,335.00

		Weekday	Total
Demand Response	Revenue Assignments	288	288
	Total	288	288
Total		288	288

			Weekday	Total
Demand Response	Unlinked Passenger Trips	Regular	3,704	3,704
		Elderly	388	388
		Persons w/Disabilities	810	810
		Elderly w/Disabilities	644	644
		Total	5,546	5,546
	Total		5,546	5,546
Line Haul	Unlinked Passenger Trips	Regular	0	0
		Elderly	0	0
		Persons w/Disabilities	0	0
		Elderly w/Disabilities	0	0
		Total	0	0

Alma Transit Center
Non Financial Operating Data

Scheduling and Dispatch

			Weekday	Total
Line Haul		**Total**	0	0
Shuttle	Unlinked Passenger Trips	Regular	0	0
		Elderly	0	0
		Persons w/Disabilities	0	0
		Elderly w/Disabilities	0	0
		Total	0	0
		Total	0	0
		Total	5,546	5,546

		Weekday	Total
Days Operated	**Demand Response**	18	18
	Total	18	18

Fuel Consumption	Fuel
Gasoline	2,575.20
Total	2,575.20

Alma Transit Center

PcTrans Trips by MCD of Off and On Stops

From 1-Dec-2023 through 28-Dec-2023

MCD of Off Stop	Total
City of Alma	3,357
City of Ithaca	494
City of St. Louis	599
Township of Arcada	1
Township of Bethany	1
Township of Emerson	1
Township of Fulton	4
Township of Newark	2
Township of North Shade	2
Township of North Star	6
Township of Pine River	764
Township of Wheeler	4
Unknown	311
Total	5,546

Alma Transit Center
PCTrans Daily Passenger Counts - Detailed

	Under 5			Youth			Adult			Senior			Gold Sr			Total
	Dis.	Not	Total	Dis.	Not	Total	Dis.	Not	Total	Dis.	Not	Total	Dis.	Not	Total	
Fri 1-Dec-23	0	6	6	5	118	123	42	119	161	13	23	36	18	17	35	361
Mon 4-Dec-23	2	13	15	4	126	130	26	124	150	9	23	32	19	18	37	364
Tue 5-Dec-23	3	9	12	8	134	142	42	101	143	10	27	37	10	15	25	359
Wed 6-Dec-23	1	7	8	7	131	138	62	124	186	18	19	37	8	13	21	390
Thu 7-Dec-23	0	12	12	4	135	139	56	102	158	8	26	34	7	15	22	365
Fri 8-Dec-23	0	8	8	6	122	128	39	102	141	12	21	33	14	10	24	334
Mon 11-Dec-23	0	5	5	4	122	126	48	80	128	24	15	39	8	13	21	319
Tue 12-Dec-23	0	7	7	6	120	126	40	102	142	7	27	34	9	22	31	340
Wed 13-Dec-23	2	2	4	6	109	115	39	110	149	16	19	35	7	23	30	333
Thu 14-Dec-23	0	4	4	4	109	113	39	99	138	4	11	15	6	9	15	285
Fri 15-Dec-23	0	12	12	4	186	190	46	93	139	9	20	29	6	9	15	385
Mon 18-Dec-23	3	5	8	7	141	148	26	85	111	12	17	29	15	13	28	324
Tue 19-Dec-23	2	3	5	4	113	117	48	107	155	10	36	46	7	22	29	352
Wed 20-Dec-23	2	2	4	4	103	107	45	124	169	10	23	33	5	21	26	339
Thu 21-Dec-23	0	0	0	0	11	11	26	105	131	15	22	37	7	18	25	204
Tue 26-Dec-23	0	0	0	1	8	9	24	48	72	9	21	30	4	11	15	126
Wed 27-Dec-23	0	0	0	0	4	4	32	104	136	9	17	26	7	14	21	187
Thu 28-Dec-23	4	0	4	1	10	11	36	78	114	16	21	37	2	11	13	179
Total	19	95	114	75	1,802	1,877	716	1,807	2,523	211	388	599	159	274	433	5,546

Alma Transit Center
PCTrans Daily Passenger Counts - Detailed

	Under 5			Youth			Adult			Senior			Gold Sr			Total
	Dis.	Not	Total	Dis.	Not	Total	Dis.	Not	Total	Dis.	Not	Total	Dis.	Not	Total	
Dec-23	19	95	114	75	1,802	1,877	716	1,807	2,523	211	388	599	159	274	433	5,546
Total	19	95	114	75	1,802	1,877	716	1,807	2,523	211	388	599	159	274	433	5,546

To: Mayor and City Commission members

From: Assessing & Building Department

Building Permit List

12/28/2023

Permit #	Address	Category	Applicant Name	Date Issued	Date Expires	Amount Billed
PB23-056	806 FRANCISCO	Commercial, Utility Building	LUCE ROAD PROPERTY LLC	10/17/2023	05/02/2024	$140.00
PB23-057	1000 CHARLES AVE	Industrial, Add/Alter/Repair	Josh Betterly	10/18/2023	04/15/2024	$100.00
PB23-058	304 WASHINGTON ST	Res. Add/Alter/Repair	HARRIER NICHOLAS B	10/18/2023	04/15/2024	$213.20
PB22-059	614 W SUPERIOR ST	Commercial, Add/Alter/Repair	ALMA COLLEGE	10/25/2023	04/22/2024	$91.68
PZ23-002	317 WARWICK DR	ZONING	RANGWANI REAL ESTATE LLC	10/25/2023	04/22/2024	$200.00
PB23-061	231 WOODWORTH AVE	Demolish	HALL KEVIN & THERESA	10/27/2023	06/12/2024	$58.00

Number of Permits: 6

Total Billed: $802.88

Population: Range (Using Current

Permit.DateIssued Between 11/1/2022 12:00:00 AM AND 11/30/2023 11:59:59 PM

Permit List

12/28/2023

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB23-072	BOBENAL INVESTMENTS	1590 WRIGHT AVE	$597.40	$0
Work Description:	Dinining Room Expansion - 27'-2 1/2" x 45'-4" Kitchen Expansion - 21'-81/2" x 44'-5 3/8"			
PB23-075	FIDC 84 LLC	1755 WRIGHT AVE	$58.00	$0
Work Description:	Demo of the interior of 1755 Wright Avenue to ready for space for new occupant.			

Total Permits For Type: 2

Total Fees For Type: $655.40

Total Const. Value For Type: $0

Report Summary

Population: Range (Using Current

Permit.DateIssued Between 12/1/2023 12:00:00 AM AND 12/28/2023 11:59:59 PM

Grand Total Fees: $655.40

Grand Total Permits: 2

Grand Total Const. Value: $0

To: Mayor and City Commission members

From: Assessing & Building Department

Building Permit List

01/03/2024

Permit #	Address	Category	Applicant Name	Date Issued	Date Expires	Amount Billed
PB23-001	815 GARFIELD AVE	Res. Add/Alter/Repair	Revolution Solar	01/17/2023	12/20/2023	$140.00
PB23-002	1431 MICHIGAN AVE	Commercial, Add/Alter/Repair	TERRY LOTT	01/23/2023	02/04/2024	$140.00
PB23-003	425 ROCKINGHAM AVE	Res. Add/Alter/Repair	Green Shield Deck Builders	01/30/2023	09/09/2023	$100.00
PZ22-025	1755 WRIGHT AVE	ZONING	Phanton Fireworks	02/07/2023	08/06/2023	$200.00
PSN22-023	1755 WRIGHT AVE	Sign	Phantom Fireworks	02/07/2023	08/06/2023	$40.00
PB23-004	1650 WRIGHT AVE	Commercial, Add/Alter/Repair	EFAW BUILDERS	02/15/2023	08/14/2023	$150.00
PB23-005	1650 WRIGHT AVE	Commercial, Add/Alter/Repair	EFAW BUILDERS	02/15/2023	03/23/2024	$150.00
PB23-007	1680 WRIGHT AVE	Demolish	Dan Vos Construction Co. Inc.	02/17/2023	12/26/2023	$160.00
PB23-008	124 W SUPERIOR ST	Demolish	Rei Painting & Building Contractors	02/23/2023	02/10/2024	$75.00
PZ23-001	127 GRAFTON	ZONING	FARKAS ANDREW	03/15/2023	09/11/2023	$30.00
PZ23-003	528 W WARWICK DR	ZONING	DNVK LAPEER, INC.	03/20/2023		$200.00
PZ23-004	1405 WRIGHT AVE	ZONING	The Pure Lapeer LLC	03/20/2023		$200.00
PZ23-005	1325 E SUPERIOR ST	ZONING	Fire Island, LLC	03/20/2023		$200.00
PZ23-006	1465 WRIGHT AVE	ZONING	KN Michigan LLC	03/20/2023		$200.00
PB23-010	225 GOLFSIDE	Res. Add/Alter/Repair	Josh Betterly	03/29/2023	11/27/2023	$50.00
PB23-009	1680 WRIGHT AVE	Commercial, Add/Alter/Repair	Dan Vos Construction Co. Inc.	03/30/2023	02/21/2024	$3,393.80
PB23-017	315 LINWOOD 8	Res. Modular Home	Alma MHP LLC	04/06/2023	04/17/2024	$359.85
PB23-014	315 LINWOOD 14	Res. Modular Home	Alma MHP LLC	04/06/2023	04/17/2024	$359.85
PB23-015	315 LINWOOD 32	Res. Modular Home	Alma MHP LLC	04/06/2023	04/17/2024	$359.85
PB23-013	315 LINWOOD 28	Res. Modular Home	Alma MHP LLC	04/06/2023	04/17/2024	$359.85
PB23-016	315 LINWOOD 35	Res. Modular Home	Alma MHP LLC	04/06/2023	04/17/2024	$359.85
PB23-018	917 MILL ST	Res. Add/Alter/Repair	Nicholas Mizer	04/10/2023	01/08/2024	$102.00
PB23-011	195 JADE CT	Res. New Construction	Oak Ridge Homes LLC	04/18/2023	02/21/2024	$673.42
PZ23-007	425 REPUBLIC AVE	Commercial, Utility Building	SALVATION ARMY	04/18/2023	04/06/2024	$30.00
PB23-020	1325 WOODMERE RD	Res. Add/Alter/Repair	SHERMAN JOEL	04/26/2023	10/25/2023	$50.00
PSN23-001	1480 WRIGHT STE A	Sign	ALMA SQUARE LLC	05/08/2023	11/04/2023	$65.00
PB23-022	318 WILLIAMETTE AVE	Res. Utility Building	MCCORMICK RODNEY L & KA	05/08/2023	12/09/2023	$50.00
PB23-021	105 GOLFSIDE	Res. Add/Alter/Repair	Polynesian Pool and Spa	05/09/2023	11/05/2023	$126.00
PB22-028	120 E SUPERIOR ST	Commercial, Add/Alter/Repair	FLEMING BRIAN J	05/16/2023	04/16/2024	$2,219.57
PB23-024	148 JADE CT	Res. Add/Alter/Repair	EFAW BUILDERS	05/17/2023	02/19/2024	$102.00
PZ23-009	530 JEROME RD	ZONING	VERIZON WIRELESS	05/17/2023	11/13/2023	$100.00
PB23-023	298 RUBY CT	Res. New Construction	Oak Ridge Homes LLC	05/18/2023	04/15/2024	$693.52
PB23-025	496 WARWICK DR	Res. Add/Alter/Repair	LUETKEMEIER MAURIE J & PA	05/23/2023	12/27/2023	$50.00
PB23-027	1000 CHARLES AVE	Demolish	Braddocks Contracting and Hauling,	05/30/2023	11/29/2023	$100.00
PB23-026	1431 MICHIGAN AVE	Res. Add/Alter/Repair	OCCUPANT	05/30/2023	03/19/2024	$140.00

PSN23-002	300 WARWICK DR	Sign	MitchArt, Inc.	05/30/2023	11/26/2023	$40.00
PB23-028	122 ALLEN AVE	Res. Utility Building	EGLOFF STEVEN W & SARA A	05/31/2023	04/09/2024	$132.00
PB23-029	145 JADE CT	Res. New Construction	Oak Ridge Homes LLC	06/07/2023	02/19/2024	$627.38
PB23-030	1128 EASTWARD ST	Res. Utility Building	DENMAN TIMOTHY & CHRISTY	06/14/2023	12/20/2023	$150.00
PB23-031	124 W SUPERIOR ST	Commercial, Add/Alter/Repair	Rei Painting & Building Contractors	06/14/2023	01/20/2024	$545.00
PB23-032	315 WARWICK DR 1	Commercial, Add/Alter/Repair	THREE RIVERS CORPORATION	06/15/2023	01/23/2024	$174.10
PB23-034	1061 MILL ST	Res. Add/Alter/Repair	Three Fires Contracting LLC	06/29/2023	02/21/2024	$102.00
PB23-035	430 WOODWORTH AVE	Res. Add/Alter/Repair	Keely Mende	07/10/2023	01/06/2024	$150.00
PZ23-010	320 W END	ZONING	BEARD CHAD WILLIAM	07/10/2023	01/06/2024	$30.00
PB23-036	411 S GROVER AVE LOT 12	Res. Mobile Home Set-up	A & N Complete Mobile Home Serv	07/10/2023	01/06/2024	$615.60
PB23-037	411 S GROVER AVE LOT 60	Res. Mobile Home Set-up	A & N Complete Mobile Home Serv	07/10/2023	01/06/2024	$513.40
PB23-039	560 FAIRCREST	Res. Utility Building	THOMAS DAVID RUSSELL & M/	08/02/2023	01/29/2024	$50.00
PB23-040	220 W DOWNIE	Commercial, Add/Alter/Repair	FLEMING BRIAN J	08/09/2023	02/05/2024	$150.00
PB23-041	530 WOODWORTH AVE	Res. Utility Building	Gladding Construction LLC	08/09/2023	03/26/2024	$162.10
PB23-038	317 WARWICK DR	Commercial, Add/Alter/Repair	JBS CONTRACTING	08/10/2023	02/06/2024	$748.16
PB23-042	606 S STATE ST	Res. Add/Alter/Repair	LOTT DOUGLAS A	08/10/2023	03/19/2024	$51.00
PB23-043	532 PINE AVE	Res. Add/Alter/Repair	HANSONS WINDOWS & SIDINC	08/10/2023	02/25/2024	$50.00
PB23-044	220 W DOWNIE	Commercial, Add/Alter/Repair	Innovative Exteriors Inc.	08/13/2023	02/09/2024	$140.00
PB23-045	725 E SUPERIOR ST	Demolish	BIERLEIN COMPANIES INC	08/16/2023	06/17/2024	$303.50
PSN23-003	425 HEATHER LN	Sign	Postema Signs & Graphics	08/21/2023	02/17/2024	$65.00
PB23-047	312 WOODWORTH AVE	Commercial, Add/Alter/Repair	Burford Plumbing & Heating	08/25/2023	05/18/2024	$352.85
PB23-048	425 HARVARD	Res. Add/Alter/Repair	Ayers Basement Systems	08/28/2023	03/13/2024	$100.00
PSN23-004	202 E SUPERIOR	Sign	MitchArt, Inc.	08/29/2023	02/25/2024	$40.00
PB23-049	715 1ST	Res. Add/Alter/Repair	KOUTZ JAMES R & NANCY	08/29/2023	02/25/2024	$50.00
PB23-050	826 MICHIGAN AVE	Demolish	BIERLEIN COMPANIES INC	08/30/2023	06/17/2024	$73.00
PB23-051	119 HOLIDAY	Res. Add/Alter/Repair	HAMMER RESTORATION	08/30/2023	06/16/2024	$244.70
PSN23-005	1740 WRIGHT AVE	Sign	BOBENAL INVESTMENTS	08/30/2023	02/26/2024	$30.00
PB23-012	234 CRYSTAL CT	Res. New Construction	Oak Ridge Homes LLC	09/08/2023	06/09/2024	$626.83
PB23-052	205 HUBBELL	Res. Add/Alter/Repair	MEIHLS BRAD A	09/11/2023	04/15/2024	$100.00
PB23-046	560 FAIRCREST	Res. Utility Building	THOMAS DAVID RUSSELL & M/	09/13/2023	03/11/2024	$50.00
PB23-053	257 GEMSTONE DR	Res. Add/Alter/Repair	Oak Ridge Homes LLC	09/18/2023	05/21/9203	$808.45
PSN23-006	520 REPUBLIC AVE	Sign	MitchArt, Inc.	09/20/2023	03/18/2024	$50.00
PB23-054	132 GRAFTON	Res. Add/Alter/Repair	Custom Home Innovation	09/21/2023	06/03/2024	$50.00
PB23-055	1700 WRIGHT	Commercial, Add/Alter/Repair	EVC Holding Investments, LLC	09/21/2023	03/19/2024	$100.00
PSN23-007	208 E SUPERIOR	Zoning	Alma Brewing Company	09/22/2023	03/20/2024	$40.00
PB23-056	806 FRANCISCO	Commercial, Utility Building	LUCE ROAD PROPERTY LLC	10/17/2023	05/02/2024	$140.00
PB23-057	1000 CHARLES AVE	Industrial, Add/Alter/Repair	Josh Betterly	10/18/2023	04/15/2024	$100.00
PB23-058	304 WASHINGTON ST	Res. Add/Alter/Repair	HARRIER NICHOLAS B	10/18/2023	04/15/2024	$213.20
PB22-059	614 W SUPERIOR ST	Commercial, Add/Alter/Repair	ALMA COLLEGE	10/25/2023	04/22/2024	$91.68
PZ23-002	317 WARWICK DR	ZONING	RANGWANI REAL ESTATE LLC	10/25/2023	04/22/2024	$200.00

PB23-061	231 WOODWORTH AVE	Demolish	HALL KEVIN & THERESA	10/27/2023	06/12/2024	$58.00
PB23-066	720 ELY	Res. Add/Alter/Repair	HANSONS WINDOWS & SIDINC	11/01/2023	04/29/2024	$50.00
PZ23-012	828 PINE AVE	ZONING	MITCHELL TODD & SAMANTH	11/02/2023	04/30/2024	$30.00
PB23-067	410 WALNUT ST	Res. Add/Alter/Repair	DILLE LUKE A & NICHOLE H&	11/07/2023	05/11/2024	$100.00
PB23-068	127 ALLEN AVE	Res. Add/Alter/Repair	KEVIN V KRCHMAR	11/07/2023	06/16/2024	$50.00
PB23-070	1317 PLUM ST	Res. Utility Building	PAG PROPERTIES, LLC	11/09/2023	05/07/2024	$50.00
PB23-060	903 MICHIGAN AVE	Industrial, Add/Alter/Repair	INNIGER MASONRY	11/09/2023	05/07/2024	$1,318.00
PB23-059	127 E SUPERIOR ST	Commercial, Add/Alter/Repair	JBS CONTRACTING	11/14/2023	05/12/2024	$150.00
PB23-071	746 N STATE ST	Commercial, Add/Alter/Repair	FREED CONSTRUCTION CO	11/15/2023	06/18/2024	$51.00
PB23-062	1360 CHARLES AVE	Res. Multi-Family	DESHANO CONSTRUCTION	11/16/2023	06/03/2024	$50.00
PB23-064	1380 CHARLES	Res. Multi-Family	DESHANO CONSTRUCTION	11/16/2023	06/03/2024	$100.00
PB23-063	1370 CHARLES AVE	Res. Multi-Family	DESHANO CONSTRUCTION	11/16/2023	06/03/2024	$100.00
PB23-065	1402 CHARLES	Res. Multi-Family	DESHANO CONSTRUCTION	11/16/2023	06/03/2024	$100.00
PB23-073	132 MOYER AVE	Demolish	RONNIE WONSEY	11/20/2023	05/26/2024	$58.00
PB23-074	516 ORCHARD ST	Res. Add/Alter/Repair	ERIE CONSTRUCTION MID-WE	11/27/2023	05/25/2024	$50.00
PSN23-008	1123 EUCLID	Sign	E & S Graphics, Inc	11/27/2023	05/25/2024	$40.00
PSN23-009	HAMPTON APRTS & PARK	Sign	E & S Graphics, Inc	11/27/2023	05/25/2024	$40.00
PSN23-010	400 WARWICK DR	Sign	E & S Graphics, Inc	11/27/2023	05/25/2024	$40.00
PB23-069	432 ROCKINGHAM AVE	Res. Add/Alter/Repair	RODRIGUEZ JOSEPH	11/29/2023	05/27/2024	$50.00
PB23-072	1590 WRIGHT AVE	Commercial, Add/Alter/Repair	BOBENAL INVESTMENTS	12/14/2023	06/11/2024	$597.40
PB23-075	1755 WRIGHT AVE	Demolish	FIDC 84 LLC	12/18/2023	06/15/2024	$58.00

Number of Permits: 96

Total Billed: $23,129.91

Population: Range (Using Current

Permit.DateIssued Between 1/1/2023 12:00:00 AM AND 12/31/2023 11:59:59 PM

Monthly Commission Report

December 2023

12-1-23: Officers responded to a call of a juvenile domestic. The investigation led to a juvenile being placed into custody for the offense.

12-1-23: A traffic stop led to the arrest of the driver for driving without insurance on his vehicle.

12-3-23: A traffic stop led to the arrest of the driver for driving while intoxicated and possession of open intoxicants in a motor vehicle.

12-3-23: Officers observed a subject with several warrants and went to make the arrest. A foot pursuit ensued, and officers were able to take the subject into custody. The subject was charged with 2 counts of resisting and obstructing as well as 3 outstanding warrants.

12-3-23: A traffic stop led to the arrest of the driver for driving while license suspended.

12-3-23: Officers responded to a call of a domestic assault on a pregnant subject. The complaint has been investigated and the report has been submitted to the prosecutor for potential charges.

12-4-23: A traffic stop led to the arrest of the driver for driving without a valid license.

12-5-23: Officers investigated a call of malicious use of a telecommunications device. The report has been forwarded to the Prosecutor for potential charges.

12-5-23: A traffic stop led to the arrest of a subject on an outstanding warrant out of another jurisdiction.

12-6-23: Officers were dispatched to a suicidal subject armed with a handgun. Officers were able to make the situation safe and take the subject to a medical facility for some mental health treatment.

12-7-23: Officers were dispatched to a call of retail fraud where the suspect had fled the area. Officers located the subject and arrested them for retail fraud.

12-7-23: Officers were able to make contact with a subject that had 2 outstanding warrants for their arrest. The subject was subsequently taken into custody.

12-8-23: A traffic stop led to the arrest of a subject for possession of cocaine.

12-8-23: Officers responded to a call of a domestic in progress. The investigation led to the arrest of a subject for domestic assault.

12-8-23: Officers were called to investigate a retail fraud. Officers were able to identify a suspect that was eventually arrested for retail fraud.

12-8-23: Officers responded to a call of a disorderly intoxicated subject. The investigation led to the arrest of a subject for a parole violation.

12-8-23: Officers responded to a call of a disorderly juvenile. Officers made contact with a highly intoxicated juvenile. The subject was issued a MIP of alcohol citation and a petition has been sent to the Prosecutor for potential charges of disorderly conduct.

12-8-23: Officers made contact with a subject with an outstanding warrant. The subject was subsequently arrested.

12-11-23: Officers received several calls reference larceny from a motor vehicle. The investigation is ongoing.

12-11-23: Officers were dispatched to a family dispute. The investigation led to the arrest of a subject for an outstanding warrant.

12-12-23: A traffic stop led to the arrest of a subject for a parole violation. A warrant request was submitted for possession of stolen property. Another subject that was associated with this complaint was also lodged on an outstanding warrant.

12-13-23: Officers responded to juveniles committing retail fraud. Officers were able to make contact with the juveniles and two of the three have been petitioned for potential charges of retail fraud.

12-14-23: Officers responded to a call of a hit and run property accident. A suspect has been identified and a warrant request has been sent to the Prosecutor for potential charges.

12-14-23: Officers were dispatched reference a juvenile domestic. The investigation led to a juvenile being placed into custody.

12-14-23: Officers were called to an address for a welfare check. The investigation led to the arrest of a subject on a warrant as well as possession of methamphetamine.

12-14-23: A traffic stop led to the arrest of the driver for driving while intoxicated, a second offense as well as possession of open intoxicants in a vehicle.

12-16-23: A traffic stop led to the arrest of the driver for operating while intoxicated.

ALMA POLICE DEPARTMENT

12-16-23: Officers responded to a call of a juvenile domestic. The report has been sent to the Prosecutor for review of potential charges.

12-16-23: Officers were contacted reference a criminal sexual assault. The investigation is ongoing.

12-19-23: A traffic stop led to the arrest of a subject for driving while license suspended.

12-20-23: A traffic stop led to the arrest of a subject for an outstanding warrant as well as providing false name to a law enforcement officer.

12-20-23: A pedestrian stop led to the arrest of the subject for an outstanding warrant as well as possession of methamphetamine.

12-21-23: Officers were dispatched to a juvenile domestic involving a knife. The investigation led to the juvenile being placed in custody for domestic and resisting and obstructing officers.

12-22-23: A traffic stop led to the arrest of two subjects on outstanding warrants. One of the subjects was also lodged for possession of methamphetamine and fentanyl.

12-22-23: Officers were contacted by another jurisdiction reference a possible domestic assault. The investigation led to the arrest of a subject for an outstanding warrant.

12-22-23: A traffic stop led to the arrest of the driver for driving while intoxicated.

12-22-23: A traffic stop led to the arrest of the driver for driving while intoxicated as well as possession of a pistol while intoxicated.

12-22-23: Officers made contact with a subject with a warrant and were taken to the Gratiot County Jail.

12-23-23: A traffic stop led to the arrest of the driver for driving without a valid license.

12-26-23: Officers were dispatched to a location reference a possible gunshot and a subject seen leaving with a pistol. The investigation is ongoing.

12-27-23: Officers made contact with a subject that had a warrant for their arrest. Officers placed the subject into custody.

12-28-23: Contact was made with a subject that had a warrant. The subject was subsequently arrested.

12-28-23: A traffic stop led to the arrest of a subject for driving without insurance.

12-29-23: A traffic stop led to the arrest of a subject for driving without insurance.

12-29-23: Officers responded to a call of an unruly teenager. The investigation led to a report being sent to the Prosecutor for potential charges of disorderly conduct/ peace disturbance.

12-30-23: Officers responded to a call of a juvenile domestic. The report has been sent to the Prosecutor for review of potential charges.

12-31-23: Officers responded to a call of a domestic assault. The investigation led to the arrest of a subject for domestic assault.

ALMA POLICE DEPARTMENT

During the month of December, the Alma Police Department handled 314 calls for service.

1100-1 -- SEXUAL PENETR'N PENIS/VAGINA CSC1 Count: 1

1300-1 -- NONAGGRAVATED ASSAULT Count: 7

1300-2 -- AGGRAVATED/FELONIOUS ASSAULT Count: 2

2200-1 -- BURGLARY - FORCED ENTRY Count: 1

2300-5 -- LARCENY - THEFT FROM MOTOR VEHICLE Count: 20

2300-7 -- LARCENY - OTHER Count: 6

2600-1 -- FRAUD - FALSE PRETENSE/SWINDLE/CONF Count: 1

2600-2 -- FRAUD - CREDIT CARD/ATM Count: 1

2800-0 -- STOLEN PROPERTY Count: 1

3000-2 -- RETAIL FRAUD - THEFT Count: 5

3500-1 -- VIOLATION OF CONTROLLED SUBSTANCE Count: 11

4100-2 -- LIQUOR VIOLATIONS - OTHER Count: 2

4800-0 -- OBSTRUCTING POLICE Count: 4

5000-0 -- OBSTRUCTING JUSTICE Count: 15

5200-1 -- WEAPONS OFFENSE - CONCEALED Count: 1

5300-1 -- DISORDERLY CONDUCT Count: 2

5300-2 -- PUBLIC PEACE - OTHER Count: 1

5400-1 -- HIT & RUN MOTOR VEHICLE ACCIDENT Count: 4

5400-2 -- OUIL OR OUID Count: 5

5400-3 -- DRIVING LAW VIOLATIONS Count: 10

5500-0 -- HEALTH AND SAFETY Count: 7

5700-1 -- TRESPASS Count: 1

7000-0 -- JUVENILE RUNAWAY Count: 4

7000-4 -- Juvenile Issues Count: 10

7300-0 -- MISCELLANEOUS CRIMINAL OFFENSE Count: 7

9100-2 -- RUNAWAY Count: 1

9200-5 -- CIVIL-ILLEGAL POSSESSION OF ALCOHOLIC LIQUOR Count: 1

9300-1 -- PROPERTY DAMAGE ACCIDENT/PI Count: 6

9300-2 -- ACCIDENT, NONTRAFFIC Count: 2

9400-1 -- VALID ALARM ACTIVATION Count: 1

9400-2 -- FALSE ALARM ACTIVATION Count: 5

9800-6 -- CIVIL MATTER DISPUTES/FAMILY TROUBLE Count: 20

9800-7 -- SUSPICIOUS SITUATION (CARS, PERSONS,PACKAGES, ETC) Count: 14

9800-8 -- LOST & FOUND PROPERTY Count: 9

9800-9 -- DRUG OVERDOSE (INCLUDES ATTEMPTS) Count: 1

9900-1 -- SUICIDE (INCLUDES ATTEMPTS) Count: 5

9900-2 -- NATURAL DEATH Count: 1

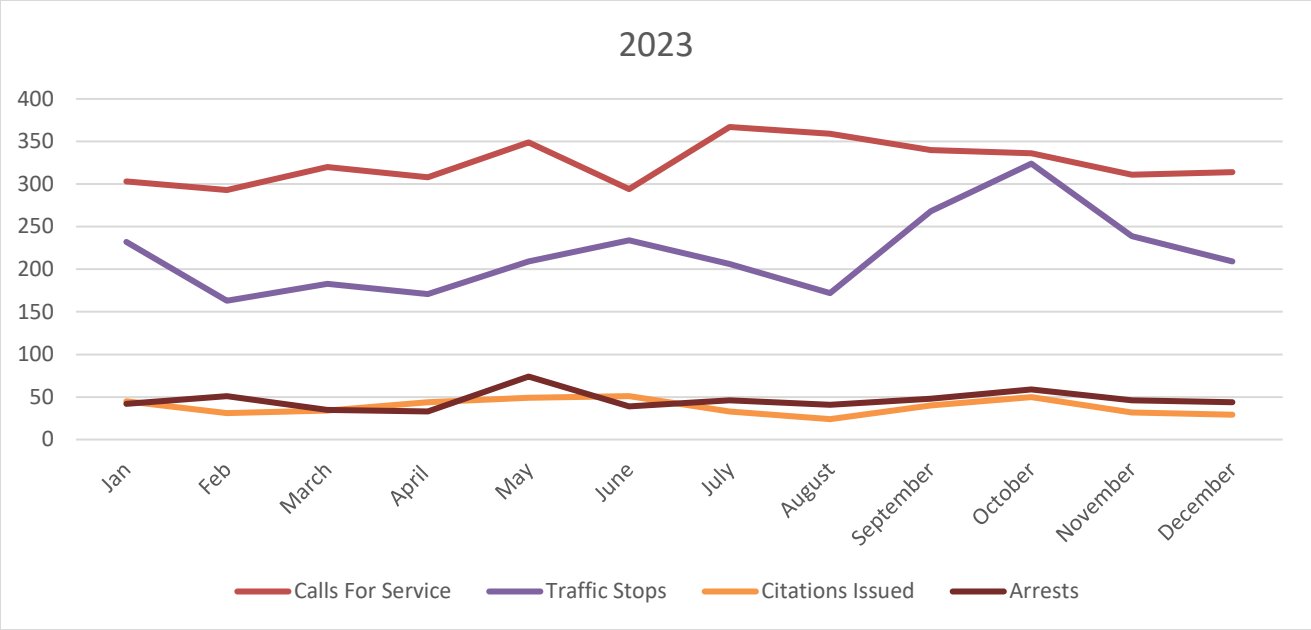
9900-8 -- GENERAL ASSISTANCE (ESCORTS, SERVICE CALLS) Count: 89

9900-9 -- GENERAL NONCRIMINAL Count: 71

ALMA POLICE DEPARTMENT

December 2023 Statistics:		***November 2023***
Traffic Stops	209	239
Citations Issued:		
Moving Violations	12	14
Non-Moving Violations	17	18
Arrests:		
Felony	11	10
Misdemeanor	33	36
City Ordinance	0	0
Accident Total:	8	25

ALMA POLICE DEPARTMENT



City of Alma Parks Committee
Regular Meeting
December 18, 2023

A regular meeting of the City of Alma Parks Committee was held Monday, December 18, 2023, at the Alma Municipal Building.

Present: Josh Higbie, Jamie Jerome, Blaine Lafler, and Luke Wright.
Absent: Roger Allman, Kim Alonzi, and Andi Whitmore.
Also present: Curtis Dancer and Aeric Ripley.

Alma Finance Director Curtis Dancer called the meeting to order at 6:04 p.m. A quorum of the Committee membership was present.

Review of Draft Master Plan
Finance Director Dancer reviewed the status of draft Parks master plan. He noted he is currently waiting for additional information for capital improvements cost estimates and aerial photos of assets. He explained he had done a "walk-through" of all the parks with Public Services Director David Ringle and Public Works Superintendent Jim Goodhall to develop a list of possible improvements. He used that information to update the 2016 capital improvements list and will be updating cost estimates, as well. He told members he would send a draft copy of the entire proposed plan for their review within the next few weeks.

Brief discussion followed regarding graphs and charts in the proposed plan, and the condition of the tennis courts at Holiday Park. Dancer explained both Goodhall and Ringle felt the surface was in reasonable condition and re-surfacing would be sufficient as opposed to complete replacement.

Dancer asked for feedback on the proposed plan by January 19th. He also indicated the number of meetings may be reduced in 2024, as there will be less business with the finalization of the master plan. He told members a list of 2024 meeting dates will be sent out in the next few weeks.

Dancer provided an update on the status of the grant application for a programming director, saying the final decision had been delayed again until January. Brief discussion followed.

Dancer also reminded members of the $50,000 grant received from Gratiot County Parks & Recreation. He asked members to consider projects that could be included in a grant application in 2024.

Wright asked if any estimates had been received for the security upgrades. City Manager Ripley answered the estimates were approximately $40,000 per park. Discussion followed regarding security cameras.

No additional business was presented.

The meeting was adjourned at 6:26 p.m.

_____ _____
Sara Anderson, Alma City Clerk Date of Approval

Alma Zoning Board of Appeals
December 21, 2023
Meeting Minutes

A special meeting of the Alma Zoning Board of Appeals was called to order at 5:00 p.m. by Chairperson David Justin in the Alma Municipal Building, 525 E. Superior Street, Alma, Michigan. A quorum of the Board was present.

Present: Josh Cromer, Tadd Godfrey, Nina Guerrero, David Justin, and Russ Wight.
Absent: none.

Also present: Paul Blanco, Adam Flory, Mike Karr, Aeric Ripley, Bonnie Sumerix, and Mark Williams.

Motion by Godfrey, seconded by Guerrero, to open a public hearing at 5:01 p.m. regarding a variance request for 933 Charles Avenue. Motion carried.
Yes: Cromer, Godfrey, Guerrero, Justin, and Wight.
No: none.

Chairman Justin provided the following information: A public hearing has been called to consider a request for a variance from the maximum side yard fence height of 6' in an R1, Single Family Residential zoning district, along the north property line located at 933 Charles Avenue, Alma, MI, parcel #51-334-251-00. The applicants, Jayson & Bonnie Sumerix are requesting a side yard fence height of 12'. Fences do not require a permit to be constructed, but the height and placement is regulated by the ordinance.

Attorney for the City of Alma, Adam Flory, addressed the Board, noting for the record, the box marked "challenge to administrative decision" had been marked on the variance request, but prior to the hearing no administrative decision had been made. Flory noted the fence constructed exceeds the maximum allowable height. Flory went on to review the following six requirements that must be met for granting a variance:

1. The proposed variance will not be contrary to the public interest and will not be contrary to the spirit and intent of this chapter.
2. The proposed variance shall not permit the establishment within a zoning district of any use that is not permitted by right within the district.
3. The proposed variance will not cause any adverse effect to property in the vicinity or in the zoning district of the city.
4. The proposed variance is not where the specific conditions pertaining to the property are so general or recurrent in nature as to make the formulation of a general regulation for such conditions practicable.
5. The proposed variance affects only property subject to exceptional or extraordinary circumstances or conditions that do not generally apply to other property or uses in the vicinity and have not resulted from any act of the applicant.
6. The proposed variance must be granted in order to avoid practical difficulties or unnecessary hardship that would result from enforcement of the strict letter of this chapter.

Comments:

Cromer offered thanks to Flory for the walk-through of the provisions.
Justin asked Code Enforcement Officer Mike Karr to explain the case history.
Karr provided an extensive timeline of contacts with the property owners regarding the fence, beginning with his initial sighting of the fence, numerous contacts with the property owners, attempts to work out a temporary option, and ending with Mr. Sumerix's notice to him that an appeal would be filed. Karr noted he had been working with them to gain compliance regarding the fence height for five months.

Guerrero referred to an extension Karr had mentioned in his timeline and asked if there had been an additional extension.

Karr indicated no infraction was issued at the end of that September 29th extension as there had been open communication with the property owners.

Flory told the Board that generally when the word "temporary" is used in an ordinance, it does not mean recurring, and that an up and down fence wouldn't fit requirements.

Paul Blanco, counsel for the property owner/applicant, asked if the ordinance defined temporary.

Flory indicated if the ordinance did not define temporary, the definition would revert to the ordinary dictionary definition, which would also apply.

Justin asked the property owner to present her case.

Blanco spoke on behalf of the property owners, explaining he had first been approached in the fall and asked to review the situation and communication with Karr. He said he had advised them to seek a variance. He presented a printout of emails from neighbors in favor of the fence to the Board. He added that he disagreed with Flory's characterization of the requirements. Blanco said the fence was erected as a backstop to a basketball hoop to prevent balls from going into an area unsafe for children and showed a map of the area to Board members.

Sumerix indicated the property beyond the fence was swampy, muddy, and dangerous.

Blanco went on to explain the unique conditions presented by the open area beyond the fence in question and reviewed each of the six requirements and their relation to the property owners' situation. He concluded by saying his client was open to modifications to the fence, but believed more attention needed to be paid to the condition of the land that necessitated the fence.

Sumerix added the fence can't be seen during the summer through the foliage of the surrounding trees and the height affected no one.

Godfrey indicated the comments from neighbors could not be used in consideration for granting or not granting the variance. At a question from Blanco asking where that was located in the ordinance, Godfrey explained the neighbors' comments could be information only. He said if this variance was granted, it would open up opportunity for similar properties to make the same request.

Blanco said this situation is still unique, as would be those other situations, and each should be considered on a case-by-case basis.

Flory agreed with Godfrey that the letters would be information only unless they spoke directly to one of the six requirements. He asked Board members to consider the fifth provision, saying the need for a variance resulted from the act of the property owners. He encouraged them to consider the entire package and conditions presented to determine if the case is exceptional or extraordinary.

Blanco disagreed with Flory's interpretation saying that timing didn't matter, and the situation was still unique.

Guerrero asked how probable it was that a basketball would travel through the trees and onto the rail trail.

Sumerix answered the rail trail was not necessarily the issue, but the several feet of wooded area between the fence and the trail was a problem as it was swampy, and filled with poison ivy, and that was the reason for the backstop fence.

Ripley asked if the list of comments from neighbors included a comment from Jeff Plott, as it was sent to city staff.

Justin answered that it was included.

No other comments were offered.

Motion by Godfrey, seconded by Cromer, to close the public hearing regarding a request for variance at 933 Charles Avenue at 5:57 p.m. Motion carried.
Yes: Cromer, Godfrey, Guerrero, Justin, and Wight.
No: none.

A motion was made by Godfrey to deny the request for variance. Godfrey cited the six requirements in his motion, and also indicated documents from staff and counsel should be included as attachments. No second was received for the motion and the motion failed.

Motion by Cromer to approve the variance based on the fourth and fifth requirements and the extraordinary circumstances presented by the property owners. The motion was seconded by Wight.

Discussion:

Godfrey asked if all six requirements must be satisfied.
Flory answered in the affirmative and asked if the motion was to grant in total with no conditions.
Cromer said yes.
Godfrey noted the *land to the north of the old* Episcopal Church property is identical with the same situation, and they could make the same request.
Cromer said he was confused by that, adding others could also request a variance and asking if the concern was that they would be setting precedent for forgiveness rather than permission.
Godfrey said approval of this request would open doors to others with similar situations including busy streets. He went on to say that the property owners had had several alternate options at the property for placement of hoop or type of fencing. He expressed concern at "opening the door" to other similar issues.
Cromer said he didn't wish to set precedent but understood the property owners' situation.
Godfrey reminded the Board that all six conditions must be met to approve the variance.
Blanco said a resolution would need to include all six conditions.
Flory agreed they would need to be stated in minutes.
Godfrey said the situation was a Pandora's Box, and that if variances were granted for each unique situation, they would be shooting holes through ordinances and each hole would reduce usefulness.
Wight asked why fence permits are not required by the City.
City Manager Aeric Ripley explained that such an ordinance would require a property owner to obtain a survey for any fence they wished to put up, in order to protect the city from liability. Additionally, the cost of a survey would be an added burden for a property owner, and the City does not wish to place such a burden on residents unless absolutely necessary.
Godfrey said it was not okay to simply ask for forgiveness, and if the City had been consulted regarding requirements prior to the erection of the fence, this would not be an issue.

No additional comments were offered.

Roll Call Vote
Cromer: no.
Guerrero: no.
Wight: no.
Godfrey: no.
Justin: no.
Motion failed.

Godfrey asked if he needed to re-introduce his motion to deny the variance request.
Guerrero asked if exceptions would be a possibility.
Godfrey indicated he wouldn't be willing to consider such as it would still be a violation of the ordinance. He said if the property owners had requested the variance first, the fence could have been different.
Guerrero said she believed an exception would help.
Godfrey said he would accept their consideration of options already proposed. Options proposed could bring the fence into compliance.
Guerrero said she understood the property owners' situation and could see the area in question could be hazardous.

Godfrey said the *land to the north of the old* Episcopal Church also had the same situation.

Motion by Godfrey, seconded by Wight, to deny the variance request for the property located at 933 Charles Avenue, owned by Jayson and Bonnie Sumerix, parcel #29-51-334-251-00 for the following reasons:

1. The granting of this variance would impair the intent and purpose of the ordinance. The city may now have requests for many different fence heights that each homeowner feels would relieve their special or unique conditions. Nearly every person has some situation that they may consider as unique. Potential harm could be in the form of restricted access or view, noise, lights, or any other effect not normally experienced by property owners in similar circumstances.
2. The applicant could have chosen a different barrier to accomplish the same purpose without a variance (tall bushes or a mound). This fence is not required because of circumstances unique to the property but unique to the property owner (retrieving basketball and choice of location). A variance should not be granted because of a perceived special condition related to the applicant, that condition may no longer exist if the applicant leaves the property. To grant such relief would be unfair to owners who remain subject to the general restrictions of the zoning ordinance, and it would endanger the community plan by a piecemeal exemption.
3. A variance should not be granted where the applicant contributed to or created the practical difficulty that is complained of (self-created). The applicant did not consult the city to determine the maximum permitted fence height prior to erecting the fence. The applicant should have exercised due diligence and investigated this matter before constructing a fence.

The following attachments are included in support of this motion:
1. Documents from Adam Flory, Smith-Bovill. (Attachment A)
2. Documents from Donald Wortman, Carlisle/Wortman. (Attachment B)
3. Copies of case notes from Code Enforcement Officer Mike Karr. (Attachment C)

Roll Call Vote
Cromer: yes.
Guerrero: yes.
Wight: yes.
Godfrey: yes.
Justin: yes.
Motion carried.

No new business was presented, and no public comment was offered or received.

Motion to adjourn at 6:20 p.m. by Cromer, seconded by Guerrero. Motion carried unanimously.

Sara Anderson

Sara Anderson, Alma City Clerk

December 28, 2023

Date of Approval

SMITH BOVILL

A PROFESSIONAL CORPORATION
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Adam D. Flory
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December 14, 2023

City of Alma Zoning Board of Appeals
c/o Aeric Ripley, City Manager
525 E. Superior St.
Alma, MI 48801

Re: *In re Sumerix Variance Application*

Dear Mr. Ripley:

I. Introduction

Please allow this memorandum to address the Variance Application ("the Application") filed with the City of Alma ("the City") Zoning Board of Appeals ("ZBA") on or about November 8, 2023. The Application concerns certain real property located at what is commonly known as 933 Charles Ave., Alma, MI 48801, bearing Tax Parcel Identification Number: 51-334-251-00 ("the Subject Property").

The intention of this memorandum is to provide an analysis of the Application, the law relating to same, and the ZBA's options with regard to the disposition of the Application. To that end, each of these issues will be discussed in turn.

II. Statement of Pertinent Facts

As noted above, on or about November 8, 2023, Jason Sumerix and Bonnie Sumerix ("the Applicants") filed an Application to the City's ZBA. In the Application, the Applicants indicated that they are seeking *both* a Variance in Zoning and an Appeal of an Administrative Decision.

In their Application, the Applicants aver that they have erected a 20-foot-long fence ("the Fence") on the Subject Property. The City's Zoning Ordinance ("ZO") prescribes a maximum-height requirement of no more than 6 feet for all fences. **See City of Alma Zoning Ordinance at Sec. 60-184(a).** The Applicants acknowledge that the Fence exceeds the maximum-height requirement prescribed by the City's Zoning Ordinance. As to this point, the Applicants state as follows:

> The fence itself is not an issue but the height of the fence is the issue. The height was elevated to provide a backstop for the basketball hoop, therefore preventing the basketball from continuing to roll onto city property and

into a swampy area in the woods. The woods separating our property and the bike trail is mostly wet and retrieving a basketball from that area can be difficult for my family. A six-foot fence will not stop the ball from falling into the woods and water. It is practical to have a tall fence to encompass a basketball court, tennis court to keep from constantly chasing the ball unnecessarily.

In support of their request for a Variance, the Applicants assert the following:

- The Fence was erected at its current height "to provide a backstop for the basketball hoop [that is located on the Subject Property], therefore preventing the basketball from continuing to roll onto city property [which is adjacent to the Subject Property] and into a swampy area in the woods."
- A Fence that complies with the City's Zoning Ordinance, i.e., a six-foot fence, would "not stop the ball from falling into the woods and water."
- The Applicants allege that the Fence as it is currently situated "has no adverse effect to anyone in the city, or issue with public interest."
- The Applicants allege that "[h]aving this fence placed in the location creates an extraordinary circumstance that does not apply to other properties in the city limits."
- The Applicants allege that they, as well as the company that was hired to erect the fence, were unaware of the height limitation prescribed by the City's Zoning Ordinance.
- The Applicants allege that the fence is not contrary to the public interest, is not an eye sore to the community, and that they have received "numerous" compliments from local community members "on what a nice addition it [i.e., the Fence] is to our home."

III. Applicable Law

The City has established a ZBA pursuant to the Michigan Zoning Enabling Act ("MZEA"), MCL 125.3601. **See ZO at Sec. 60-345.** Among the powers of the ZBA is to consider applications requesting a variance and, where appropriate, grant variances. **See ZO at Sec. 60-350(2) & (3).** Likewise, the City's ZBA has the authority and jurisdiction to consider any appeal from any administrative decision. **See ZO at Sec. 60-350(1).**

In order to grant a variance, the ZBA must determine that *all* of the following requirements are satisfied:

- The proposed variance will not be contrary to the public interest and will not be contrary to the spirit and intent of this chapter.
- The proposed variance shall not permit the establishment within a zoning district of any use that is not permitted by right within the district
- The proposed variance will not cause any adverse effect to property in the vicinity or in the zoning district of the city.

- The proposed variance is not where the specific conditions pertaining to the property are so general or recurrent in nature as to make the formulation of a general regulation for such conditions practicable.

- The proposed variance affects only property subject to exceptional or extraordinary circumstances or conditions that do not generally apply to other property or uses in the vicinity and have not resulted from any act of the applicant.

- The proposed variance must be granted in order to avoid practical difficulties or unnecessary hardship that would result from enforcement of the strict letter of this chapter.

See ZO at Sec. 60-350(3)(a)(1)-(6).

If the ZBA were to elect to grant a Variance, the ZBA is permitted to impose reasonable conditions upon the use of a variance. However, any conditions that are imposed by the ZBA onto an applicant *must* do all of the following:

- Be designed to protect natural resources, the health, safety and welfare, as well as the social and economic well-being of those who will use the land, use or activity under consideration, residents and land owners immediately adjacent to the proposed land use or activity, and the community as a whole.

- Be related to the valid exercise of the police power and purposes which are affected by the proposed use or activity.

- Be necessary to meet the intent and purpose of the zoning regulations, be related to the standards established for the land use or activity under consideration, and be necessary to ensure compliance with those standards.

See ZO at Sec. 60-350(3)(b)(1)(i)-(iii).

Additionally, the following requirements apply to any variance considered by the City's ZBA:

- No more than the minimum variance from the terms of this chapter shall be granted which is necessary to relieve the practical difficulty or unnecessary hardship.
- An application for a variance which has been denied wholly or in part by the zoning board of appeals shall not be resubmitted for a period of one year from the date of the last denial, except on grounds of newly discovered evidence or proof of changed conditions found upon inspection by the board to be valid.

- Each variance granted shall become null and void unless the provisions of the variance have been utilized by the applicant within six months after the granting of the variance.

- Prior to granting a variance, all other existing infractions related to this chapter or other city codes shall be resolved.

See ZO at Sec. 60-350(3)(b)(2)-(5).

Notably, the ZBA's decision as to a variance application may be appealed to the Gratiot County Circuit Court by any "person having an interest affected by the decision." **See ZO at Sec. 60-351(a).** Thus, if the ZBA were to deny a variance application then the applicants may appeal that decision to the Circuit Court. Likewise, however, if the ZBA were to *grant* a variance application then a neighbor to the property at issue (who presumably opposes the requested variance) could also appeal the decision to the Circuit Court so long as the neighbor could show that they have an interest affected by the variance being granted.

As a general matter, there are two types of variances: Use Variances and Non-Use Variances. *Grabow v Macomb Twp*, 270 Mich App 222, 225 n 3; 714 NW2d 674 (2006); *National Boatland Inc v Farmington Hills Zoning Bd of Appeals*, 146 Mich App 380, 387; 380 NW2d 472 (1985) "Use variances permit a use of the land which the zoning ordinance otherwise proscribes. Non-use variances are not concerned with the use of the land but, rather, with changes in a structure's area, height, setback, and the like." *Grabow*, 270 Mich App at 225 n 3; *National Boatland*, 146 Mich App at 387.

The proposed variance at issue in this case is a Non-Use Variance because the Applicants are not seeking to change their use of the Subject Property; rather, the Applicants are seeking to enlarge a dimensional limitation.

In addition to the above, it is well settled that an applicant may not obtain a variance where the applicant contributed to or created the hardship that is complained of. *City of Detroit v City of Detroit Zoning Bd of Appeals*, 326 Mich App 248, 263-264; 926 NW2d 311 (2018); *Johnson v Robinson Twp*, 420 Mich 115, 126; 359 NW2d 526 (1984); *Bierman v Taymouth Twp*, 147 Mich App 499, 502; 383 NW2d 235 (1985). Stated differently, a self-imposed hardship will not justify the granting of a variance. *Id.*

IV. Analysis

In this case, the ZBA has four primary options in regard to the Applicant's Variance Application.

- **Option #1:** The ZBA could GRANT the Variance Application in full.

- **Option #2:** The ZBA could GRANT IN PART and DENY IN PART the Variance Application. Under this Option, the ZBA would allow the Applicants to exceed the six-foot maximum-fence-height requirement, but the ZBA would find that the current height of the fence exceeds the minimum-variance required as prescribed by the City Zoning's Ordinance at Sec. 60-350(3)(b)(2). So, under this Option, the ZBA would Order that the fence's height must be reduced to a height somewhere between 6 feet (the maximum height prescribed by the Zoning Ordinance) and the current height of the fence. The height that is chosen would be whatever height the ZBA determines is the "minimum variance" necessary to sufficiently cure the unreasonable harm suffered by the Applicants.

- **Option #3:** The ZBA could GRANT the Variance Application WITH CONDITIONS. Under this Option, the ZBA may grant the Variance Application and then attach any

reasonable conditions determined to be appropriate by the ZBA. The ZBA would also need to ensure that any conditions that are imposed comply with the requirements of Sec. 60-350(3)(b)(1)(i)-(iii) of the City's Zoning Ordinance (outlined in greater detail above).

- **Option #4:** The ZBA could DENY the Variance Application. The ZBA would elect to deny the Variance Application if, among certain other reasons, the ZBA determined that the Application failed to comply with all of the requirements set forth in Sec. 60-350(3)(a)(1)-(6) of the City's Zoning Ordinance (outlined in greater detail above).

In this case, ultimately, the decision as to the appropriate disposition of the Application is left to the ZBA. I would, however, offer my view that there does appear to be ample evidence present so as to allow the ZBA to deny the Applicant's Variance Application (if the ZBA were inclined to do so). Indeed, the City's Zoning Ordinance at Section 60-350(3)(a)(5) provides that a Variance may only be granted if the Variance "[a]ffects only property subject to exceptional or extraordinary circumstances or conditions that do not generally apply to other property or uses in the vicinity, and have not resulted from any act of the applicant."

Here, it does not appear that the Applicant/the Subject Property is/are subject to "exceptional or extraordinary circumstances or conditions." On the contrary, being forced to contend with a basketball running loose after a missed shot appears to be a commonplace problem that would affect any number of City property owners. Granting a variance under these circumstances may provide other similarly-situated property owners to pursue their own respective variances in an effort to *not* comply with the strict letter of the City's Zoning Ordinance. Indeed, at the end of the day, it does not appear that being forced to chase a basketball constitutes the type of exceptional or extraordinary circumstances or conditions that our caselaw would suggest justifies the granting of a variance.

In addition, it would also appear that the Applicants have contributed to their own hardship which is also contrary to Section 60-350(3)(a)(5) of the City's Zoning Ordinance. Indeed, the Applicants did not consult the City's Zoning Ordinance or any City official to determine the maximum permitted fence height prior to erecting the fence. It would have been proper for the Applicants to exercise due diligence and investigate this matter *prior to erecting the fence*; then, at that time, *prior to the fence being erected*, the Applicants could have applied for a Variance. Instead, the Applicants have applied for a Variance *after* the Zoning-Ordinance violation has already occurred. This method of "asking for forgiveness rather than permission" is strongly disfavored. Simply stated: There appears to be more than sufficient evidence that the Applicants contributed and/or caused their own hardship by erecting the fence and committing a Zoning-Ordinance violation without conducting any due diligence to ensure that the fence was erected in conformity with the City's Zoning Ordinance. Notably, where an applicant has contributed to or caused their own hardship, a variance should generally not be granted.

In addition, from a legal perspective, the Applicant's assertion that they simply lacked knowledge on the law, i.e., the maximum-height requirement for fences, does not hold water. Indeed, it is well settled that every person is presumed to know the law; that legal maxim has been the law of the State of Michigan for more than 120 years, and it has been reaffirmed numerous times throughout the years by the Michigan Supreme Court. See *Dumphey v Hilton*, 121 Mich 315, 317; 80 NW 1 (1899); *Krushew v Meitz*, 276 Mich 553, 558; 268 NW 736 (1936); *Grand Rapids Ind Pub Co v City of Grand Rapids*, 335 Mich 620, 630; 56 NW2d 403 (1953); *Mudge v Macomb Co*, 458 Mich 87, 109 n 22; 580 NW2d 845 (1998).

In addressing this issue, the *Krushew* Court stated in pertinent part: "***[E]very one is presumed to know the law***, both civil and criminal, and is bound to take notice of it, ***and hence has no right to rely on such representations or opinions and will not be permitted to say that he was misled by them.***" *Krushew*, 276 Mich at 558 (emphasis added). Simply stated: Every person in the State of Michigan is tasked with knowing the law particularly as it relates to his/her/their own conduct and actions.

Regardless of the decision made by the ZBA, the ZBA should be ***sure*** that the reasoning for its decision is clearly set forth in the minutes/record of proceedings. This is critical to defend against a Circuit Court appeal (if one were to be filed). To be sure, the minutes/record of proceedings must state more than simply the decision of the ZBA and the vote relating to same. The minutes/record of proceedings must clearly state the *reasoning* for the ZBA's decision along with references to the City's Zoning Ordinance to identify relevant provisions that support the decision of the ZBA.

Lastly, as discussed above, in addition to the Variance Application that has been filed by the Applicants, the Applicants have also indicated that they are appealing an administrative decision. However, at this point, it does not appear that an administrative decision has actually been issued. Indeed, at this time no citation has been issued to the Applicants. And, upon information and belief, no other administrative decision has been made by the City relating to the Applicants or the Fence on the Subject Property. Accordingly, as there is no administrative decision to appeal, I would recommend that the Administrative Decision portion of the ZBA appeal be dismissed as moot.

I hope that the above memorandum provides a useful overview of the Application that is at issue as well as the law relating to same. Should you have any questions at all or wish to further discuss, please do not hesitate to contact me.

Very truly yours,

SMITH BOVILL, P.C.

/s/ Adam D. Flory

ADAM D. FLORY

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

August 28, 2023

Aeric Ripley, City Manager
City of Alma
525 E. Superior St.
Alma, MI 48801

Re: Fence Zoning Violation - 933 Charles Ave.

Dear Mr. Ripley:

As planning consultant to the City of Alma, you have asked our opinion regarding the constructed side yard fence at 933 Charles St. The side yard fence, adjoining the basketball backboard, is over ten (10) feet in height and therefore is in violation of Sec. 60-184(a) of the City of Alma Zoning Ordinance. This section of the ordinance restricts side yard fences to a maximum of six (6) feet in height.

Because of this violation, the property owner will need to modify the fence to no more than six (6) feet in height. Failure to comply will result in continued violation of the City Zoning Ordinance and associated penalties. The property owner also has the right to appeal this violation to the Zoning Board of Appeals in accordance with Sec. 60-350 of the Zoning Ordinance.

If you should have any questions regarding this matter, please feel free to contact me.

Very truly yours,

CARLISLE/WORTMAN ASSOCIATES, INC.
R. Donald Wortman, AICP
Principal

Attachment C
Mike Karr, Alma Code Enforcement

7.24.23
Noticed. Fence - sent Letter

8.7.23
email Meeting requested + Set up for 8.14.23 @ 10:30

8.14.23
Meeting w Owner + City manager. All present acknowledged the fence was in violation. Owner asked for time to go over options. Act in good faith w open communications

8.29.23
Letter from certified planner states that it is a violation and should be altered

9.1.23
Copy of above ref. Letter were sent 9.15 Deadline was given

9.11.23
email from owner acknowledging receipt of letter. Asking what next step is asking Definition of Fence
Reply email: Given def of Fence from C&D. Directing the owner to change the height -

9.15.23
Meeting w Owner + Dir. William & Residence. Options were discussed. Owner asked for time Extension granted in good faith.

9-13-23
email sent reiterating the ~~got~~ extension to 9-29

9-15-23
email from owner stating that the contractor is working on it

9-26
email from owner. asking if leaving the sides/front would be okay.

9-28
Reply to owner. that request would not work. option suggested. amazon link & product sent.

10-2
email from owner. 12' in spring 6' in fall.

10-3
asking how permanent it would be. Option suggested

10-8
from owner asking if it really matters

10-6
again from owner asking if it really matters
asking if it is okay for 7-8-9-ish

10.9
Email to owner. if fixed in permanent [illegible]
arguably semi-permanent.
Req. firm date from contractor

10.17
from owner: 30 ish days.

10.17
to owner asking for a more firm date.

10.17
Voicemail from owner
Ret. Owner not happy. 11.15 deadline set.

11.16
Email from owner Appeal to be filed.

11.22 Hearing Set.

Alma Zoning Board of Appeals
December 28, 2023
Meeting Minutes

A special meeting of the Alma Zoning Board of Appeals was called to order at 5:00 p.m. by Chairperson David Justin in the Alma Municipal Building, 525 E. Superior Street, Alma, Michigan. A quorum of the Board was present.

Present: Josh Cromer, Tadd Godfrey, David Justin, and Russ Wight.
Absent: Nina Guerrero.

Also present: Jim Blick, Frank Nerychel, and Aeric Ripley.

Motion by Wight to approve minutes of September 6, 2022, and December 21, 2023.

Godfrey requested an amendment to minutes of December 21, 2023, to precede each instance of "Episcopal Church" with the following language: "land to the north of the old". Godfrey noted an instance on page 3 and another on page 4.

Chairperson Justin called for a motion to approve as amended.

Motion by Cromer, seconded by Wight, to approve minutes of September 6, 2022, as presented, and minutes of December 21, 2023, as amended. Motion carried.
Yes: Cromer, Godfrey, Justin, and Wight.
No: none.
Absent: Guerrero.

Chairman Justin provided the following information regarding Avalon & Tahoe's request for a variance: an appeal of the required front and rear yard setbacks for the construction of a new 38,600 sq. ft. industrial building at 725 E. Superior Street, replacing the former Alma Products industrial building, which was demolished in November 2023. The building will use the footing of the former structure and in doing so requires the need for the variance. The requested front yard setback off of East Superior Street is 18' and the rear yard setback off of Michigan Avenue is on the property line. The request matches the setbacks of the former industrial building. This parcel is zoned LI, Limited Industrial, and the required setbacks for the front and rear yard are 35'.

Motion by Wight, seconded by Cromer, to open a public hearing at 5:05 p.m. regarding the variance request for 725 East Superior Street. Motion carried.
Yes: Cromer, Godfrey, Justin, and Wight.
No: none.
Absent: Guerrero.

City Manager Aeric Ripley provided actual setback measurements retrieved from a survey and indicated the survey was received following publication of the meeting notice. Ripley told Board members the actual front yard setback is 29'6" and the rear yard setback is 8'. He went on to review the six requirements that must be met for granting a variance:

1. Will not be contrary to the public interest and will not be contrary to the spirit and intent of this chapter.
    - The project included the demolition of an industrial building that was no longer useful for the needs of modern industrial uses. The original intent was to keep the western portion of the building that included the loading dock, but the main support being the brick/block walls were unstable, that portion of the building was removed. The project did retain the newer office portion of the building on the east side of the building, which will be reused as a part of the new structure.

2. Shall not permit the establishment within a zoning district of any use that is not permitted by right within the district.
    - The parcel is zoned LI, Limited Industrial, the district allows for industrial uses, such as manufacturing, fabricating, and warehousing.
3. Will not cause any adverse effect to property in the vicinity or in the zoning district of the city.
    - The new building will occupy the same space, not changing or requesting to change the use, the project removed a run-down industrial building that was not being used to its fullest potential.
4. Is not where the specific conditions pertaining to the property are so general or recurrent in nature as to make the formulation of a general regulation for such conditions practicable.
    - The former industrial building occupied the space within the variance request. The new building will reuse the existing foundations with new footings to support the steel structure. The building will utilize the existing floor as well. If the walls on the western portion of the building were stable enough to support the new building, the west portion of the building would have remained. The setbacks requested are the same as the former building.
5. Affects only property subject to exceptional or extraordinary circumstances or conditions that do not generally apply to other property or uses in the vicinity and have not resulted from any act of the applicant.
    - The proposed building will be rebuilt on the same footprint, the footprint will not be enlarged. The former building was not usable for modern industrial uses and has not been used for an industrial use for almost 20 years. Without the proposed building the likelihood of the lot being vacant is high, since it is a long-standing industrial property and a fairly small piece of land for industrial uses, space is at a premium.
6. Must be granted in order to avoid practical difficulties or unnecessary hardship that would result from enforcement of the strict letter of this chapter.
    - The purchase of the property included the need for the amount of space the former building occupied. If the variance were not provided, the project would not have the ability to reuse the foundations, loading dock, the floor to reconnect back to the remaining office portion of the former structure. This would change the project completely; the total space was the reason the parcel was purchased. If the western portion of the building could have been saved, a request for variance would not have been needed.

Brief discussion followed regarding confirmation of setbacks following receipt of survey information.

No public comments were offered.

At an invitation from the Chair, Frank Nerychel, VP of Operations for Avalon & Tahoe, spoke about their attempts to retain a portion of the original building and reasons for eventual removal. He also explained environmental issues with the property and their wish to stay on the footprint of the original building to avoid environmental problems.

Nerychel answered questions from Board members regarding existing foundation, current and former use of the existing buildings, and cinder block walls.

Godfrey made a motion to approve the variance request, then withdrew it, and moved to close the hearing.

Motion by Godfrey, seconded by Cromer, to close the public hearing regarding a request for variance at 725 E. Superior Street at 5:22 p.m. Motion carried.
Yes: Cromer, Godfrey, Justin, and Wight.
No: none.
Absent: Guerrero.

Motion by Godfrey, seconded by Cromer, to approve a setback variance request for the property located at 725 E. Superior Street, owned by Avalon & Tahoe Manufacturing, Inc., parcel #29-51-343-506-00, #29-51-343-509-00, #29-51-343-507-15, and #29-51-343-506-10, allowing previously existing setbacks of 29'6" front yard and 8' rear yard, as all six of the guiding factors for approval have been satisfied. Motion carried.
Yes: Cromer, Godfrey, Justin, and Wight.
No: none.
Absent: Guerrero.

No new business was presented, and no public comment was offered or received.

Motion to adjourn at 5:25 p.m. by Cromer, seconded by Godfrey. Motion carried unanimously.

_____ _____
Sara Anderson, Alma City Clerk Date of Approval

City Manager Newsletter

January 5, 2024

Michigan Election Law Changes

In November of 2022, Michigan voters approved Promote the Vote's Initiative for election changes known as Proposal 22-2. Proposal 22-2 provides for nine days of early in-person voting, a permanent ballot list, an extension for tabulation of military/overseas absent voter ballots postmarked on or before election day and received within the 6 days following election day, automatic voter registration as a result of doing business with the Secretary of State, expanded acceptable photo identification for voters, due process for absent voter ballots returned with questionable or missing signatures, state paid postage for return of absent voter applications and ballots, and state funded ballot drop boxes, together with several other changes.

Although the provisions of Proposal 22-2 were constitutionalized with passage by voters, legislation was necessary to provide for enacting the new provisions. As a result, legislators were very busy in 2023 passing legislation. Recently, the Bureau of Elections provided a list of public acts passed in 2023 to carry out changes to Michigan election laws. A copy of the list is included for your review.

As a result of the changes, our Clerk has been very busy working to incorporate all the changes into local election processes. Much of the existing supply stock had to be destroyed and replaced, and updates in tabulator and voter-assist terminal software will also likely make equipment replacement necessary in the near future. Video surveillance equipment has been added over the new ballot drop box outside the municipal building, and we will also be adding video surveillance equipment to cover the ballot drop box at the Library in order to meet additional requirements. Training and support documents will be updated to ensure election inspectors and staff have everything they need for elections.

Also, in order to meet new requirements for early in-person voting, Alma has joined the county-wide collaboration for an early voting center hosted by the Gratiot County Clerk. All Gratiot County voters can vote at the early voting center (EVC), which will be held at the Gratiot County Commission on Aging office located at 515 S. Pine Street in Ithaca. The EVC will be open for nine days from the 2nd Saturday through the Sunday before each election. A notice regarding the EVC will be sent to voters in January.

2024 election dates are February 27 (Presidential Primary), May 7 (Special), August 6 (Regular Primary), and November 5 (General Election).

One final item, while we are on the subject of elections, four City Commission seats will be on the ballot in 2024. If you are planning to run for one of those seats, don't forget to stop in and see Sara for a nominating petition packet. The filing deadline is April 23rd at 4:00 p.m. and right around the corner!

RFQs for Performance Based Design Building (PBDB)

On January 2, 2024, the deadline for the Performance Based Design Build (PBDB) Request for Qualifications was due for the potential Wastewater Treatment Plant Upgrades. One RFQ was received, which was from Johnson Controls, their statement is attached. As we discussed at the December 12, 2023 meeting, the PBDB provides a safety net for the community as to who is responsible for design, quality control of the construction and cost overruns. If the City Commission decides to move forward with the Johnson Controls RFQ, the next step will involve the consultant developing the details of the project scope items and costs to prepare for the submission of the Clean Water State Revolving Loan Funds (CWSRF) application, which is due before May 1, 2024.

There are no costs for this phase. The estimated cost for an engineering firm to prepare the documentation needed as well as fill out all the necessary information to apply for the CWSRF loan is estimated between $80-$120,000. If the City is successful in acquiring this loan, Johnson Controls would add this application fee to the overall project cost to include that portion in the loan. The program is extremely competitive and if we are not successful for this year the application will be good to submit again the following year. If the City does not successfully acquire the CWSRF loan, the City could ask Johnson Controls to re-apply next year, or pay Johnson Controls their fees for the permit process and move to another agency for assistance in applying for another CWSRF loan.

As listed in the agenda language for our January 9, 2024 Commission meeting, the selection of Johnson Controls at this stage in the process, is a non-binding agreement authorizing Johnson Controls to produce a project plan and contract documents for potential improvements to the wastewater treatment plant. Prior to any contract agreement and/or execution, the contract will be reviewed and approved by the City Commission prior to the project plan submission deadline. Mr. Daniel Mack from Johnson Controls will be in attendance to discuss and answer questions about the PBDB process.

Important Upcoming Dates

County Wide Master Planning – Wednesday, January 17, 2024, 5:30 pm at the Gratiot RESD, 1131 E Center Street, Ithaca.

Gratiot Area Chamber of Commerce New Business and Business Improvement Awards for 2023 – Thursday, January 18, 2024, 7:30 am at Youth for Christ, 2550 W Cheesman Road, Alma.

City Commission Goal Setting Session for FY2025 – Tuesday, January 30, 2024, 6:00 pm at the Alma Public Library, 500 E Superior, Alma.

Elections Public Acts 2023

Effective date

Public Act 2 of 2023/Senate Bill 13 (presidential primary) *2/13/24*

Moves presidential primary to February 27, 2024, and the fourth Tuesday in February in each presidential election year thereafter.

Public Act 25 of 2023/Senate Bill 259 (6-day grace period for return of UOCAVA ballots) *2/13/24**

First Prop 2 implementation bill. Incorporates into statute the new Constitutional requirement that MOVE ballots postmarked on or before Election Day and received within 6 days after ED be considered timely received. By 7th day after ED, local clerks must deliver MOVE ballots to county clerk to be tabulated by Board of County Canvassers.

Public Act 81 of 2023/Senate Bill 367 (early voting) *2/13/24**

Municipalities may provide EV through county agreement, municipal agreement, or single municipality EV. AV ballots may be returned at EV sites or ED polling places. Some spoilation dates move from Friday before to 2 Fridays before (but a ballot that has been tabulated cannot be spoiled). Processing and tabulation allowed before ED for 8 days (for cities/townships with 5,000 or more) or Monday (for all).

BOE/MDOS requirements

- Issue instructions and procedures to county and municipal election officials on the administration and conduct of EV
- Advise and direct county and municipal election officials on conducting EV
- Develop, acquire, or approve new technology for the EV pollbook
- Create model county and municipal agreement templates that can be completed online
- Create model EV plan templates for municipalities and counties that can be electronically transmitted to BOE
- Evaluate new voting system technology that produces ballots on demand or that may be used to cast and tabulate EV ballots
- Provide resources to prevent an elector from casting more than one ballot
- Provide guidance regarding the process for securing equipment and ballots after each day of EV
- Issue instructions regarding ballots produced by an on-demand ballot printing system

Public Act 82 of 2023/Senate Bill 370 (pre-paid postage/signature cure) *2/13/24**

AV ballot application and prepaid postage

- Voter who submits an AV ballot application may use the application for (a) the primary/ presidential primary, (b) the primary and all following elections that year, or (c) all future elections
- Clerk must include with the AV ballot a postage prepaid AV ballot return envelope
- Requires SOS to revise AV application to require that voter indicate political party selection when requesting an AV for the presidential primary (and provide separate form for voter to indicate or change party ballot selection)

*denotes bills that are largely or entirely in effect due to Proposal 2022-2's amendments to the Constitution.

- Individual who registers to vote/updates registration on Election Day may complete AV ballot in person at clerk's office

Timely receipt; signature check

- If city/township clerk receives AV app after the deadline for sending ballots (5pm on the 4th day before ED), the clerk must immediately notify the voter that the app was not timely received and notify of alternative methods of voting
- Beginning 45 days before ED, clerk must make reasonable efforts to verify or reject the AV ballot application by the end of the next business day
- Beginning 5 days before ED, clerk must verify or reject by end of calendar day
- Signature is invalid only if it differs in significant and obvious respects from the signature on file (Slight dissimilarities must be resolved in favor of the voter)

Signature cure

- If the clerk determines the signature on the AV app doesn't agree sufficiently with the signature on file, the voter must be notified of the opportunity to cure by 4pm on the fourth day before the election to receive the AV ballot by first class mail
- AV envelope signature may be cured until 5pm on the third day after the election (766(3))

Public Act 83 of 2023/House Bill 4696 (prohibits disclosure of results before 8pm on ED) *2/13/24*

Adds penalty for "disclosing an election result from an early voting site before election day," which would be a class E felony against the public trust punishable by up to five years in prison.

Public Act 84 of 2023/Senate Bill 339 (AV bill tracking) *2/13/24**

BOE/MDOS requirements:

- Ballot tracking system must indicate the following:
  - Date app was received by local clerk
  - If app accepted, date of acceptance
  - If app rejected, reason for rejection, instructions and deadline for cure
  - Date AV ballot mailed or delivered to voter
  - Date of electronic transmission of MOVE ballot
  - If returned as undeliverable
  - Date city/township received AV ballot return envelope or MOVE ballot
  - If AV envelope accepted, date of acceptance
  - If AV envelope rejected, reason for rejection, instructions/deadline for cure
  - If AV envelope cured, date of acceptance and statement that ballot is eligible for tabulation
- Voter may opt in to email or text notifications, or both. Then, voter will be notified of all of the above events using their preferred notification.

Public Act 85 of 2023/House Bill 4697 (drop boxes) *2/13/24**

Number of drop boxes

*denotes bills that are largely or entirely in effect due to Proposal 2022-2's amendments to the Constitution.

- Requires cities and townships to have at least one AV drop box that registered electors may use to return completed AV ballot apps and voted AV ballots.
- If a city or township has more than 15,000 registered electors, requires one AV drop box for every 15,000 registered electors. (# of registered electors calculated 150 days before election at which AV drop boxes will be used)

Requirements for local clerks

- Upon application by local clerk, SOS will facilitate procurement and distribution at no costs to clerk. SOS bears cost of delivery, installation, repair, and video monitoring (but not video data storage)
- Local clerk must ensure that drop boxes are distributed equitably, considering population density, proximity to public transportation and parking, accessibility, etc.
- Beginning 35 days before each election until Election Day, authorized individual must collect the election materials deposited in an AV drop box daily

Security

- Must be affixed to the ground or another stationary object, and designed to prevent removal of AV ballot apps and AV ballots
- Must be accessible 24 hours each day during 40 days before Election Day, and accessible until 8pm on Election Day
- Except for pre-Oct 2020 drop boxes, must use video monitoring of drop boxes during the 75 days before each election
- Beginning January 1, 2026, all drop boxes must use video monitoring of drop boxes during 75 days before each election

Public Act 86 of 2023/House Bill 4699 (permanent mail voter list) *2/13/24**

Voter may submit a signed absent voter ballot application to receive AV ballots by mail for all future elections. A notice sent upon reliable information that the voter has moved would have to include a warning that the permanent application is rescinded and that a voter must submit a new application to permanently receive mail ballots for future elections

Rescinding AV ballot application for all future elections

- Permanent application may only be rescinded in the following ways:
    - Voter submits signed request to rescind.
    - Voter is no longer qualified to vote in Michigan
    - SOS or local clerk receives reliable information that the voter has moved to another state, or has moved within the state without updating the registration address
    - Voter does not vote for 6 consecutive years

Presidential primary

- No later than 60 days before a presidential primary, local clerk must send presidential primary ballot selection form, with prepaid return postage, to all permanent mail ballot voters who have not made selection
- Local clerk must notify voters who do not return selection form by 40th day before presidential primary by telephone, email, and text message, if available, of

*denotes bills that are largely or entirely in effect due to Proposal 2022-2's amendments to the Constitution.

requirement to make selection to receive presidential primary ballot. If those methods are not available, local clerk must mail notice.

- Permanent mail ballot voters who do not make a selection will receive a ballot that includes any other offices or proposals that are on the presidential primary ballot, if applicable

Public Act 87 of 2023/Senate Bill 373 (election ID) *2/13/24**

Adds to the list of forms of identification for election purposes *a current photo ID card issued by a local government.* Expands the list of school IDs that can be used as election ID to include professional, technical, vocational school, etc.

Public Act 88 of 2023/House Bill 4702 (precinct size) *N/A*

See entry for PAs 226 and 227 of 2023.

Public Act 184 of 2023/House Bill 4567 (challenged ballots) *2/13/24*

Currently, if a voter registers 14 days or fewer before an election without a driver's license/state ID to prove residency or if the voter doesn't have ID for election purposes, the voter's ballot is prepared as a challenged ballot. The bill removes this "challenged ballot" provision.

Public Act 185 of 2023/House Bill 4568 (rides to polls) *2/13/24*

Strikes the prohibition on individuals hiring transportation to polling locations for themselves or for other voters and removes misdemeanor penalty.

Public Act 193 of 2023/Senate Bill 470 (electronic return of military ballots) *2/13/24*
Implementation 9/1/25

PAs 196 and 197 of 2022 (SB 8 and 311) provided for the electronic return of military ballots through a portal (or other electronic means) developed by SOS. It required SOS to promulgate rules on electronic return by January 1, 2024 and implementation of electronic return by the 2024 presidential primary. SB 470 moves the date for rule promulgation and implementation of electronic return to September 1, 2025. (A related bill, HB 4210, which would extend electronic return to military spouses, is also under consideration.)

Public Acts 226 and 227 of 2023/Senate Bills 572 and 573 (precinct size) *11/22/23*

PA 88 (HB 4702), which was part of the Prop 2 package, increased precinct size to 5,000, but did not receive immediate effect (meaning it would have taken effect 91 days after the legislature adjourns for the year, or too late to redraw precincts). SBs 572 and 573 bills set the maximum precinct size at 4,999, and did receive immediate effect, meaning they took effect when the governor signed them. The deadline to draw precincts for 2024 is December 29, 2023, for the clerks to tell BOE, and we have until February 8th to draw them into QVF.

Public Acts 241 and 242 of 2023/Senate Bill 382 and 4720 (requires state agencies to create and implement for individuals with limited English proficiency) *2/13/24*

Not specific to MDOS/BOE. Requires agencies to take reasonable steps to provide meaningful language access to those with limited English proficiency. Includes oral language services and translating vital documents to provide equal language access to those with limited English proficiency for every language spoken by population with limited English proficiency that constitutes at least:

*denotes bills that are largely or entirely in effect due to Proposal 2022-2's amendments to the Constitution.

- 3% of the overall population of covered entity (state dept, agency, or entity) OR
- 3% of those served by a local office of the covered entity OR
- (Even if less than 3%) at least 500 of those served by local office of a covered entity.

MDOS/BOE requirements

- Report every 2 years on implementation of equal language access (No initial date in the bill; first report due 2/13/26?)
- Name language access liaison

Public Act 244 of 2023/House Bill 4234 (returning the law to allow payroll deductions for PAC contributions) *2/13/24*

Removes the prohibition on use of public resources to establish or administer a payroll deduction plan. Allows a payroll deduction plan to be set up by a public employer for a consenting individual's contributions to go to a separate segregated fund (SSF). Affirmative consent for payroll deduction would have to be revoked by that individual. Provides that the cost of establishing or administering payroll deduction plan for contributions to an SSF are not considered expenditures.

Public Act 251 of 2023/Senate Bill 385 (election inspector apps) *2/13/24*

Allows clerks to accept election inspector applications through an online portal or other electronic means.

Public Acts 252 and 253 of 2023/ House Bill 4129 & SB 505 (election worker protections) *2/13/24*

Makes it a misdemeanor (felony for third and subsequent violation) to prevent an election official (including election inspector) from performing their duties in conducting an election, or intimidating them because of their status as an election official with the specific intent to interfere.

Public Act 254 of 2023/Senate Bill 570 (clerk participation in audits) *2/13/24*

Following Proposal 2022-2, the Constitution prohibits officers and members of governing body of national, state, and local political parties from having any role in an election audit. The MEL requires county clerks to conduct audits, but also requires county clerks to serve on their party executive committee (thereby excluding them from participation in audits under the Constitution). The act resolves this contradictory language by requiring county clerks to appoint a designee to conduct election audits.

Public Acts 255 and 256 of 2023/Senate Bills 590 and 591 (election contests) *2/13/24*

Allows a candidate for President or Vice President to seek judicial review of certification by state supreme court if aggrieved by certification or BSC determination.

Public Act 257 of 2023/Senate Bill 594 (updates details required for online voter registration) *6/30/25*

Applicants who don't provide license or state ID when submitting an application could use the last 4 digits of their SSN to register, subject to verification by MDOS. For applicants using SSN to register, if QVF does not contain their digitized signature, they must electronically submit an image of their signature and agree to its use for voter registration purposes. Existing voter can provide new or additional signature using the same process.

BOE/MDOS requirements

*denotes bills that are largely or entirely in effect due to Proposal 2022-2's amendments to the Constitution.

- Develop identity verification process based on MDOS/SSA information to allow MDOS to verify individuals using SSN to register.
- Develop a process for uploading a high-quality digitized image of a signature and transmitting it to QVF.

Public Act 258 of 2023/House Bill 4569 (preregistration for 16yos) *2/13/24*

Allows eligible 16yos (citizen, resident of MI and city/township) to preregister to vote. Then, those individuals automatically become registered electors at 17.5yo and could vote in the first election after they turn 18. The act also allows them to EV or AV if they will be 18 by Election Day. Preregistered individual must be explicitly designated in QVF as preregistered to vote.

BOE/MDOS requirements:

- By 6/1/24 (and March 1 thereafter), SOS must identify 16-18 year olds who have applied for a drivers license or state ID and haven't preregistered/registered.
- By 7/1/24 (and April 1 thereafter), SOS must contact and provide preregistration/ registration info to each individual above.
- By 6/30/25, QVF must display digitized signatures if captured by SOS or clerk from voter reg or by SOS on drivers license application.
- SOS must coordinate annual public education and outreach campaign on the topic with the Michigan Department of Education.

Public Act 259 of 2023/House Bill 4695 (Prop 2 cleanup) *2/13/24*

Addresses several of our concerns from Prop 2 as passed:

- Clarifies that there must be at least 3 election inspectors per *EV site* (not 3 per precinct at the site)
- Gives greater flexibility for balancing the number of voters in the EV EPB(s) against the number of voters on the tabulator(s) (in cases where EV EPBs and tabulators aren't paired; the total just has to balance)
- Removes the requirement that AV ballots to be processed at an EV site be kept in a locked room (there wouldn't be to-be-processed AV ballots at an EV site)
- Requires that the *room* where the EV site is located be locked rather than the building
- Requires election inspectors to generate totals *or summary* tape following the close of polls on Election Day (instead of just totals tape)
- Requires that after the close of polls on Election Day, election inspectors use the write-in report produced by the tabulator or the write-in votes indicated on ballots to tally the early voting write-in votes

Public Act 260-262, 268 of 2023/House Bills 4983-4986 (automatic voter registration) *6/30/25*

Expands automatic voter registration.

BOE/MDOS requirements:

- When a person applies for a driver's license or graduated driver's license (learner's permit) and is a U.S. citizen of sufficient age, SOS will add info to QVF and electronically forward to local clerk to register. (QVF must indicate they were registered under this section, sections 2-5)
- When a person applies and indicates that they are a U.S. citizen *but doesn't provide proof*, SOS will add info to QVF and electronically forward to local clerk to register. (QVF must indicate they were registered under this section, section 6)

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- SOS sends notice by nonforwardable mail to person's address that they have been registered, along with postage prepaid and preaddressed return form to decline registration.
- If person returns notice declining to be registered, SOS generates notification to local clerk to have clerk send cancellation notice.
- SOS releases monthly data reports that indicate the number of people preregistered/ registered and number who declined under both sections above (with and without proof of citizenship), and the number of people preregistered/registered because of the requirement that SOS use the DL/ID app residence address as residence address in QVF.
- Establish procedure with state agencies designated as AVR agencies to transfer voter registration info to SOS.

Public Act 263-266 of 2023/House Bills 5141, 5143-5145 (disclosure for AI and materially deceptive media) *2/13/24*

PA 263/HB 5141 regulates use of artificial intelligence (AI) in political campaigns and requires campaign ads (*qualified political advertisements* (QPA)) to disclose use of AI in the creation of materials. QPA is paid advertisements or sponsored content relating to a candidate or election for fed/state/local office in Michigan, or a ballot question, that contains any visual or audio media wholly or substantially generated with the use of AI. Failure to disclose is a civil infraction.

PA 265/HB 5144 prohibits distribution of *materially deceptive media* (deepfakes) with the intention to influence the outcome of an election, unless the media includes a disclaimer indicating that it has been manipulated to depict speech or conduct that didn't occur. First violation is a misdemeanor; second within 5 years is a felony. Provides a private right of action for a depicted individual/candidate (or the AG) to seek permanent injunctive relief in circuit court.

Public Act 269/Senate Bill 529 (electoral count reform act) *2/13/24*

Aligns the Michigan Election Law with the new federal law for certifying elections. It requires the governor to issue a *certificate of ascertainment of appointment of electors* to the U.S. Archivist as soon as the Board of State Canvassers has ascertained the result of the elections, but at least 6 days before the Electoral College meets. The act states that it is the ministerial, clerical, and nondiscretionary duty of boards of county canvassers to certify election results based solely on statements of returns from the precincts and AVCBs and any corrected returns.

Additionally, it revises the appointment of members of the Board of State Canvassers. Currently, each of the state central parties (Democratic and Republican) nominate 3 individuals to fill the open seat for their party, and the governor appoints a member from those 3 nominees. Under SB 529, the state central party will still nominate 3, but the party leadership from the House and Senate will each submit 1 additional name; the governor will then appoint a member from among those 5 nominees.

Public Act 270 of 2023/House Bill 4570 (codifies AV app via portal) *2/13/24*

Codifies Administrative Rules that took effect 12/19/22.

BOE/MDOS requirements:

- Provide and maintain online AV app that allows registered voter to request AV ballot.

*denotes bills that are largely or entirely in effect due to Proposal 2022-2's amendments to the Constitution.

- Online app must allow voter to use stored digital signature on file with SOS on the online AV app upon verification by voter of DL/ID, full DOB, last 4 digits of SSN, and eye color.
- Voter with stored digital signature must sign with stored signature.
- Voter without stored digital signature may provide manual digital signature by uploading a photograph of the physical handwritten signature.

Public Acts 281-284 and 267 of 2023/Senate Bills 613-616 and Senate Bill 374 (Prop 1/personal financial disclosure legislation) *2/13/24*

Proposal 2022-1 required members of the legislature, the governor, LG, AG, and SOS to provide annual personal financial disclosure. SB 613 requires annual personal financial disclosure filing by "public officers" and spouses of those individuals for the following offices: governor, LG, AG, SOS, State Rep, State Senator. SB 614 creates a parallel act for candidates to those offices if their candidate committee received or spent more than $1,000 during the election cycle. The reports that will be gathered are listed below.

The annual reports will include information on the filer's sources of income, assets, liabilities, securities such as stocks and bonds, real property, gifts and travel payments received and reported by a lobbyist or lobbyist agent (which will likely require changes to the Lobby Act).

SBs 615 and 616 allow a candidate who is required to pay a late filing fee under SBs 613 or 614 to make an expenditure to pay the fee out of the filer's candidate committee.
SB 374 amends the MEL to state that a candidate must file the report with MDOS "before that candidate for office assumes office." (It also makes the same adjustments to precinct size as in SBs 572 and 573—to a maximum of 4,999.)

Type of report	Number of reports to be submitted	Due date
Public officer annual report	152 every year	4/15/24 and 5/15 thereafter
Candidate who file nominating petitions annual repot	Appx 500 in gubernatorial election years Appx 400 in presidential election years 0 in odd-numbered years	5/15/24 and 5/15 thereafter
Candidates nominated at convention annual report	Appx 100 in gubernatorial election years Appx 50 in presidential election years 0 in odd-numbered years	15 days after filing statement of organization
Corrections to error and omission notices	Unknown	9 business days after receipt of E&O notice
Employment report within 1 year of leaving office	Unknown	Within 10 calendar days after entering into agreement
Total	**752+ in gubernatorial election years** **602+ in presidential election years** **152+ in odd-numbered years**	

BOE/MDOS requirements

- Create any necessary forms, instructions, and manuals, and make them available through SOS offices.

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- By 3/15/24, make the form easily accessible on its website (the form must be created within 30 days after the act takes effect, which will be March 14)
- By 4/15/24, create and operate an electronic, internet accessible system to receive all required statements and reports. (2024's version will likely be minimal, and will be more substantial thereafter.)
- Within 5 business days of receipt, make reports or contents available on SOS website or separate webpage.
- Within 9 business days of receipt, notify filers of any errors or omissions in the reports.
- Investigate complaints alleging violations and issue declaratory rulings regarding the Acts.

*denotes bills that are largely or entirely in effect due to Proposal 2022-2's amendments to the Constitution.

WARRANT TO THE TREASURER

WARRANT NO. 24-13 CITY OF ALMA JANUARY 9, 2024

The attached claims have been allowed by the City Commission and you are hereby authorized to release payment for each of the claims as covered by the checks listed.

Internal service fund transfers for the period of December 22, 2023 through January 4, 2024:

ADMINISTRATIVE SERVICES:	**$**	**0.00**
ENGINEERING SERVICES:	$	**0.00**
PUBLIC WORKS SERVICES:	**$**	**0.00**
EQUIPMENT RENTAL CHARGES:	**$**	**0.00**

Payroll of January 4, 2024, totaling $340,712.00 in gross wages, employer taxes and benefit costs.

SIGNED: _____
Sara Anderson, City Clerk

COUNTERSIGNED: _____
Aeric Ripley, City Manager

INVOICE REGISTER REPORT FOR CITY OF ALMA
EXP CHECK RUN DATES 09/01/2023 - 01/10/2024
BOTH JOURNALIZED AND UNJOURNALIZED OPEN
BANK CODE: 13

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
198-486359							
87979	A-1 Truck Parts, Inc.	01/02/2024	01/10/2024	16.96	16.96	Open	N
	PARTS AND SUPPLIES	CGARRETT					01/05/2024
	661-532.000-740.000	MATERIALS/SUPPLIES		7.99			
	661-532.000-780.000	MAINTENANCE PARTS		8.97			
198-486468							
88046	A-1 Truck Parts, Inc.	01/03/2024	01/10/2024	(1.61)	(1.61)	Open	N
	SUPPLIES CREDIT	CGARRETT					01/05/2024
	590-527.000-787.000	MAINTENANCE SUPPLIES		(1.61)			
198-486456							
88047	A-1 Truck Parts, Inc.	01/03/2024	01/10/2024	201.98	201.98	Open	N
	SUPPLIES	CGARRETT					01/05/2024
	590-527.000-787.000	MAINTENANCE SUPPLIES		201.98			
1708400220549							
87985	ADVANCE AUTO PARTS	01/02/2024	01/10/2024	40.25	40.25	Open	N
	OXYGEN SENSOR	CGARRETT					01/05/2024
	661-532.000-780.000	MAINTENANCE PARTS		40.25			
1708336051324							
87986	ADVANCE AUTO PARTS	12/26/2023	01/10/2024	250.50	250.50	Open	N
	PARTS AND SUPPLIES	CGARRETT					01/05/2024
	661-532.000-740.000	MATERIALS/SUPPLIES		101.14			
	661-532.000-780.000	MAINTENANCE PARTS		149.36			
1708400220519							
87987	ADVANCE AUTO PARTS	01/02/2024	01/10/2024	40.25	40.25	Open	N
	OXYGEN SENSOR	CGARRETT					01/05/2024
	661-532.000-780.000	MAINTENANCE PARTS		40.25			
B358062							
87977	ALMA HARDWARE	12/22/2023	01/10/2024	2.94	2.94	Open	N
	KEY RING	CGARRETT					01/05/2024
	101-301.000-740.000	MATERIALS/SUPPLIES		2.94			
C350219							
88034	ALMA HARDWARE	12/27/2023	01/10/2024	77.77	77.77	Open	N
	PARTS	CGARRETT					01/05/2024
	590-527.000-787.000	MAINTENANCE SUPPLIES		77.77			
989058123							
87988	ALMA TIRE, INC	12/28/2023	01/10/2024	90.00	90.00	Open	N
	ALIGNMENT	CGARRETT					01/05/2024
	661-532.000-780.000	MAINTENANCE PARTS		90.00			

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Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
1TJN-RN6D-PGM1							
88018	AMAZON CAPITAL SERVICES	12/30/2023	01/10/2024	43.65	43.65	Open	N
	SUPPLIES	CGARRETT					01/05/2024
	510-790.000-740.000	MATERIALS/SUPPLIES		43.65			
16F3-T9RJ-MQJK PD							
88023	AMAZON CAPITAL SERVICES	07/01/2023	01/10/2024	84.53	84.53	Open	N
	REMAINING BALANCE ON OVERDUE ACCOU	CDANCER					12/31/2023
	101-191.000-740.000	MATERIALS/SUPPLIES		84.53			
16W6-MGKY-4HYV							
88026	AMAZON CAPITAL SERVICES	07/10/2023	01/10/2024	26.91	26.91	Open	N
	REMAINING BALANCE ON OUTSTANDING A	CDANCER					12/31/2023
	101-191.000-740.000	MATERIALS/SUPPLIES		26.91			
16VP-FTP9-VNGG							
88027	AMAZON CAPITAL SERVICES	07/25/2023	01/10/2024	63.15	63.15	Open	N
	BOOKS AND SUPPLIES	CDANCER					12/13/2023
	510-790.000-740.000	MATERIALS/SUPPLIES		39.37			
	510-790.000-972.100	JUVENILE FICTIONAL BOOKS FICTION		23.78			
1QQ3-Q3V1-69CN PD							
88029	AMAZON CAPITAL SERVICES	07/30/2023	01/10/2024	63.15	63.15	Open	N
	SUPPLIES AND BOOKS	CDANCER					12/13/2023
	510-790.000-740.000	MATERIALS/SUPPLIES		39.37			
	510-790.000-972.100	JUVENILE FICTIONAL BOOKS FICTION		23.78			
465353							
87890	American Public Works Assoc.	01/01/2024	01/10/2024	432.00	432.00	Open	N
	MEMBERSHIP	CGARRETT					01/03/2024
	101-447.000-718.000	PUBLICATIONS/MEMBERSHIPS		432.00			
2386453							
87873	APPLIED INNOVATION	12/19/2023	01/10/2024	51.22	51.22	Open	Y
	ACCOUNT NO LS1392-005	CGARRETT					01/02/2024
	101-301.000-801.000	CONTRACT FEES		51.22			
2394427							
87894	APPLIED INNOVATION	01/02/2024	01/10/2024	274.59	274.59	Open	N
	ACCOUNT LA1392	CGARRETT					01/03/2024
	101-191.000-801.000	CONTRACT FEES		274.59			
2388199							
88009	APPLIED INNOVATION	12/21/2023	01/10/2024	40.57	40.57	Open	N
	SERVICE CHARGE	CDANCER					12/31/2023
	588-596.000-801.000	CONTRACT FEES		40.57			

INVOICE REGISTER REPORT FOR CITY OF ALMA
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Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
150							
88049	ARROWHEAD	12/11/2023	01/10/2024	600.00	600.00	Open	N
	REMOVAL FEES	CGARRETT					01/05/2024
	101-371.000-801.000	CONTRACT FEES		600.00			
X10022023 CREDIT							
86483	AT&T MOBILITY	09/24/2023	10/11/2023	(3,584.60)	(3,584.60)	Open	Y
	PROMTION CREDIT	CGARRETT					10/03/2023
	101-172.000-922.000	COMMUNICATIONS		(157.02)			
	101-191.000-922.000	COMMUNICATIONS		(157.02)			
	101-215.000-922.000	COMMUNICATIONS		(157.02)			
	101-257.000-922.000	COMMUNICATIONS		(471.06)			
	101-270.000-922.000	COMMUNICATIONS		(157.02)			
	101-301.000-922.000	COMMUNICATIONS		(535.19)			
	101-371.000-922.000	COMMUNICATIONS		(157.02)			
	101-447.000-922.000	COMMUNICATIONS		(314.04)			
	510-790.000-922.000	COMMUNICATIONS		(157.02)			
	588-596.000-922.000	COMMUNICATIONS		(471.06)			
	590-527.520-922.000	COMMUNICATIONS		(109.01)			
	591-536.000-922.000	COMMUNICATIONS		(192.55)			
	103-536.000-922.000	COMMUNICATIONS		(78.51)			
	597-336.000-922.000	COMMUNICATIONS		(157.02)			
	661-532.000-922.000	COMMUNICATIONS		(314.04)			
X10022023							
86484	AT&T MOBILITY	09/24/2023	10/11/2023	17.00	17.00	Open	Y
	DEDUCTIONS	CGARRETT					10/03/2023
	101-000.000-231.000	EMPLOYEE DEDUCTIONS		17.00			
287329412459X							
87182	AT&T MOBILITY	11/02/2023	11/15/2023	1,232.20	1,232.20	Open	Y
	COMMUNICATIONS FOR OCTOBER 2023	CGARRETT					11/09/2023
	101-000.000-231.000	EMPLOYEE DEDUCTIONS		17.00			
	101-172.000-922.000	COMMUNICATIONS		43.04			
	101-191.000-922.000	COMMUNICATIONS		43.04			
	101-215.000-922.000	COMMUNICATIONS		43.04			
	101-257.000-922.000	COMMUNICATIONS		129.12			
	101-270.000-922.000	COMMUNICATIONS		43.04			
	101-301.000-922.000	COMMUNICATIONS		263.28			
	101-371.000-922.000	COMMUNICATIONS		43.04			
	101-447.000-922.000	COMMUNICATIONS		86.08			
	510-790.000-922.000	COMMUNICATIONS		43.04			
	588-596.000-922.000	COMMUNICATIONS		129.12			
	590-527.520-922.000	COMMUNICATIONS		91.12			
	591-536.000-922.000	COMMUNICATIONS		107.60			
	103-536.000-922.000	COMMUNICATIONS		21.52			
	597-336.000-922.000	COMMUNICATIONS		43.04			
	661-532.000-922.000	COMMUNICATIONS		86.08			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
12022023							
87750	AT&T MOBILITY COMMUNICATIONS	11/24/2023 CGARRETT	12/27/2023	1,232.20	1,232.20	Open	Y 12/18/2023
	101-000.000-231.000	EMPLOYEE DEDUCTIONS		17.00			
	101-172.000-922.000	COMMUNICATIONS		43.04			
	101-191.000-922.000	COMMUNICATIONS		43.04			
	101-215.000-922.000	COMMUNICATIONS		43.04			
	101-257.000-922.000	COMMUNICATIONS		129.12			
	101-270.000-922.000	COMMUNICATIONS		43.04			
	101-301.000-922.000	COMMUNICATIONS		263.28			
	101-371.000-922.000	COMMUNICATIONS		43.04			
	101-447.000-922.000	COMMUNICATIONS		86.08			
	510-790.000-922.000	COMMUNICATIONS		43.04			
	588-596.000-922.000	COMMUNICATIONS		129.12			
	590-527.520-922.000	COMMUNICATIONS		91.12			
	591-536.000-922.000	COMMUNICATIONS		107.60			
	103-536.000-922.000	COMMUNICATIONS		21.52			
	597-336.000-922.000	COMMUNICATIONS		43.04			
	661-532.000-922.000	COMMUNICATIONS		86.08			
99525							
87906	AT&T MOBILITY ACCOUNT NUMBER 287329412459	12/24/2023 CGARRETT	01/10/2024	1,232.20	1,232.20	Open	N 12/31/2023
	101-000.000-231.000	EMPLOYEE DEDUCTIONS		17.00			
	101-172.000-922.000	COMMUNICATIONS		43.04			
	101-191.000-922.000	COMMUNICATIONS		43.04			
	101-215.000-922.000	COMMUNICATIONS		43.04			
	101-257.000-922.000	COMMUNICATIONS		129.12			
	101-270.000-922.000	COMMUNICATIONS		43.04			
	101-301.000-922.000	COMMUNICATIONS		263.28			
	101-371.000-922.000	COMMUNICATIONS		43.04			
	101-447.000-922.000	COMMUNICATIONS		86.08			
	510-790.000-922.000	COMMUNICATIONS		43.04			
	588-596.000-922.000	COMMUNICATIONS		129.12			
	590-527.520-922.000	COMMUNICATIONS		91.12			
	591-536.000-922.000	COMMUNICATIONS		107.60			
	103-536.000-922.000	COMMUNICATIONS		21.52			
	597-336.000-922.000	COMMUNICATIONS		43.04			
	661-532.000-922.000	COMMUNICATIONS		86.08			
217-817426							
87882	AUTO VALUE ALMA PEAK GLOBAL EXT	01/02/2024 CGARRETT	01/10/2024	62.37	62.37	Open	N 01/03/2024
	590-527.000-787.000	MAINTENANCE SUPPLIES		62.37			
01/05/2024							
88042	BADER & SONS CO UB REFUND FOR ACCOUNT: 525061700-0	01/05/2024 CDANCER	01/12/2024	168.94	168.94	Open	N 12/31/2023

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	591-000.000-276.000	58 WATER		168.94			
COA102902440							
87993	Baker & Taylor	12/21/2023	01/10/2024	(27.91)	(27.91)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(27.91)			
COA102932922							
87994	Baker & Taylor	12/21/2023	01/10/2024	(29.99)	(29.99)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(29.99)			
COA102939834							
87995	Baker & Taylor	12/21/2023	01/10/2024	(17.44)	(17.44)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(17.44)			
COA102939835							
87996	Baker & Taylor	12/21/2023	01/10/2024	(13.95)	(13.95)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(13.95)			
COA102939836							
87997	Baker & Taylor	12/21/2023	01/10/2024	(17.44)	(17.44)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(17.44)			
COA102939837							
87998	Baker & Taylor	12/21/2023	01/10/2024	(13.95)	(13.95)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(13.95)			
3247068							
87999	Baker & Taylor	12/21/2023	01/10/2024	(0.18)	(0.18)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(0.18)			
COA10294931							
88000	Baker & Taylor	12/21/2023	01/10/2024	(36.94)	(36.94)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(36.94)			
C5017643628							
88001	Baker & Taylor	12/21/2023	01/10/2024	(0.25)	(0.25)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(0.25)			
COA102978753							
88002	Baker & Taylor	12/21/2023	01/10/2024	(31.18)	(31.18)	Open	N
	CREDIT	CGARRETT					01/05/2024

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(31.18)			
COA102978754							
88003	Baker & Taylor	12/21/2023	01/10/2024	(61.70)	(61.70)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(61.70)			
3269656							
88014	Baker & Taylor	12/21/2023	01/10/2024	(16.40)	(16.40)	Open	N
	CREDIT	CGARRETT					01/05/2024
	510-790.000-973.100	ADULT FICTIONAL BOOKS FICTION		(16.40)			
2037991138							
88016	Baker & Taylor	12/13/2023	01/10/2024	16.89	16.89	Open	N
	BOOKS AND SUPPLIES	CGARRETT					01/05/2024
	510-790.000-740.000	MATERIALS/SUPPLIES		16.89			
INV0203107 CR							
88031	BUSHEY RADIATOR & AUTO GLASS	12/31/2023	01/10/2024	(23.84)	(23.84)	Open	N
	CREDIT BALANCE	CDANCER					12/31/2023
	661-532.000-780.000	MAINTENANCE PARTS		(23.84)			
INV0300034							
88045	BUSHEY RADIATOR & AUTO GLASS	12/29/2023	01/10/2024	773.00	773.00	Open	N
	CUST# 4636571	CGARRETT					01/05/2024
	590-527.000-787.000	MAINTENANCE SUPPLIES		773.00			
413081							
87981	C. Stoddard	12/15/2023	01/10/2024	255.00	255.00	Open	N
	TESTING FEES	CGARRETT					01/05/2024
	661-532.000-801.000	CONTRACT FEES		255.00			
DEC23 217 N STATE UB							
87871	CITY OF ALMA	12/31/2023	01/10/2024	422.35	422.35	Open	N
	645021700-001	CGARRETT					12/31/2023
	580-265.850-927.000	WATER/SEWER		422.35			
DEC23 219 N STATE UB							
87872	CITY OF ALMA	12/31/2023	01/10/2024	217.65	217.65	Open	N
	645021900-001	CGARRETT					12/31/2023
	580-265.860-927.000	WATER/SEWER		113.61			
	580-265.870-927.000	WATER/SEWER		104.04			
DEC23525ESUPERIOR UB							
87982	CITY OF ALMA	12/31/2023	01/10/2024	462.72	462.72	Open	N
	665052500-001	CGARRETT					12/31/2023
	101-265.000-927.000	WATER/SEWER		462.72			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
DEC23800WASHINGTONUB							
87984	CITY OF ALMA	12/31/2023	01/10/2024	733.77	733.77	Open	N
	730080000-001	CGARRETT					12/31/2023
	661-532.000-927.000	WATER/SEWER		733.77			
DEC23901WASHINGTONUB							
88054	CITY OF ALMA	12/31/2023	01/10/2024	200.32	200.32	Open	N
	730090100-001	CGARRETT					01/05/2024
	590-527.000-927.000	WATER/SEWER		200.32			
DEC231105WILLOWRN UB							
88055	CITY OF ALMA	12/31/2023	01/10/2024	400.42	400.42	Open	N
	763110500-001	CGARRETT					01/05/2024
	588-596.000-927.000	WATER/SEWER		400.42			
227 CRANE							
88044	CKW PROEPRTY MANAGEMENT LLC	01/05/2024	01/12/2024	57.42	57.42	Open	N
	UB REFUND FOR ACCOUNT: 115022700-0	CDANCER					12/31/2023
	591-000.000-276.000	58 WATER		57.42			
203766983037							
87907	CONSUMERS ENERGY	12/28/2023	01/10/2024	60.31	60.31	Open	N
	JAN 2024 225 WOODWORTH AVE LOT LIG	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		60.31			
203589021709							
87908	CONSUMERS ENERGY	12/28/2023	01/10/2024	1,242.94	1,242.94	Open	N
	JAN 2024 219 N STATE ST 1000 2157	CGARRETT					12/31/2023
	580-265.860-921.000	ELECTRICITY		342.93			
	580-265.870-921.000	ELECTRICITY		269.45			
	580-265.860-923.000	NATURAL GAS		137.15			
	580-265.870-923.000	NATURAL GAS		165.52			
	580-265.850-923.000	NATURAL GAS		327.89			
204567906081							
87909	CONSUMERS ENERGY	12/28/2023	01/10/2024	45.52	45.52	Open	N
	JAN 2024 200 PROSPECT AVE 1000 408	CGARRETT					12/31/2023
	580-265.810-921.000	ELECTRICITY		29.52			
	580-265.810-923.000	NATURAL GAS		16.00			
201542215026							
87910	CONSUMERS ENERGY	12/28/2023	01/10/2024	105.74	105.74	Open	N
	JAN 2024 502 HEATHER LN 1000 7171	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		105.74			
201542215024							
87911	CONSUMERS ENERGY	12/28/2023	01/10/2024	133.48	133.48	Open	N
	JAN 2024 410 WOODWORTH AVE 1000 70	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		133.48			

INVOICE REGISTER REPORT FOR CITY OF ALMA
EXP CHECK RUN DATES 09/01/2023 - 01/10/2024
BOTH JOURNALIZED AND UNJOURNALIZED OPEN
BANK CODE: 13

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
202788079442							
87913	CONSUMERS ENERGY	12/28/2023	01/10/2024	21.13	21.13	Open	N
	JAN 2024 1996 PINE AVE 1000 7504 2	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		21.13			
204300950711							
87917	CONSUMERS ENERGY	12/28/2023	01/10/2024	45.95	45.95	Open	N
	JAN 2024 206 PROSPECT 1030 2892 88	CGARRETT					12/31/2023
	580-265.840-921.000	ELECTRICITY		29.95			
	580-265.840-923.000	NATURAL GAS		16.00			
204478904683							
87919	CONSUMERS ENERGY	12/28/2023	01/10/2024	91.61	91.61	Open	N
	JAN 2024 417 E SUPERIOR ST 1000 21	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		91.61			
204567906080							
87920	CONSUMERS ENERGY	12/28/2023	01/10/2024	95.91	95.91	Open	N
	JAN 2024 204 PROSPECT AVE 1000 407	CGARRETT					12/31/2023
	580-265.810-921.000	ELECTRICITY		31.96			
	580-265.810-923.000	NATURAL GAS		63.95			
205190828749							
87922	CONSUMERS ENERGY	12/28/2023	01/10/2024	1,405.49	1,405.49	Open	N
	JAN 2024 800 WASHINGTON AVE 1000 2	CGARRETT					12/31/2023
	661-265.000-921.000	ELECTRICITY		451.38			
	661-265.000-923.000	NATURAL GAS		954.11			
205279785960							
87923	CONSUMERS ENERGY	12/28/2023	01/10/2024	89.14	89.14	Open	N
	JAN 2024 N COURT AVE 1000 2256 261	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		89.14			
205368788484							
87924	CONSUMERS ENERGY	12/28/2023	01/10/2024	76.15	76.15	Open	N
	JAN 2024 6196 N JEROME RD 1000 230	CGARRETT					12/31/2023
	591-536.000-921.000	ELECTRICITY		76.15			
205368788488							
87926	CONSUMERS ENERGY	12/28/2023	01/10/2024	37.62	37.62	Open	N
	JAN 2024 1402 MICHIGAN AVE 1000 23	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		37.62			
205991664402							
87929	CONSUMERS ENERGY	12/28/2023	01/10/2024	35.01	35.01	Open	N
	JAN 2024 800 EUCLID AVE 1000 2330	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		35.01			

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206080652451							
87930	CONSUMERS ENERGY	12/28/2023	01/10/2024	866.58	866.58	Open	N
	JAN 2024 1105 WILLOW RUN 1000 4387	CGARRETT					12/31/2023
	588-596.000-921.000	ELECTRICITY		589.82			
	588-596.000-923.000	NATURAL GAS		276.76			
206436383484							
87931	CONSUMERS ENERGY	12/28/2023	01/10/2024	29.38	29.38	Open	N
	JAN 2024 520 PARK AVE 1030 2595 65	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		29.38			
201008632090							
87932	CONSUMERS ENERGY	12/27/2023	01/10/2024	29.24	29.24	Open	N
	JAN 2024 940 CHARLES AVE 1000 7550	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		29.24			
201720201360							
87933	CONSUMERS ENERGY	12/27/2023	01/10/2024	38.61	38.61	Open	N
	JAN 2024 101 ADAMS ST 1000 6317 68	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		38.61			
202076181169							
87934	CONSUMERS ENERGY	12/27/2023	01/10/2024	134.89	134.89	Open	N
	JAN 2024 513 W SUPERIOR ST 1000 74	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		134.89			
202076181170							
87935	CONSUMERS ENERGY	12/27/2023	01/10/2024	121.90	121.90	Open	N
	JAN 2024 803 W SUPERIOR ST 1000 74	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		121.90			
203322036314							
87936	CONSUMERS ENERGY	12/27/2023	01/10/2024	47.42	47.42	Open	N
	JAN 2024 313 ELY ST 1000 2265 8361	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		47.42			
203322036315							
87937	CONSUMERS ENERGY	12/27/2023	01/10/2024	41.23	41.23	Open	N
	JAN 2024 201 N COURT AVE 1000 2265	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		41.23			
203322036316							
87938	CONSUMERS ENERGY	12/27/2023	01/10/2024	61.56	61.56	Open	N
	JAN 2024 311 COURT 1000 2265 9104	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		61.56			
205991662293							
87939	CONSUMERS ENERGY	12/27/2023	01/10/2024	309.89	309.89	Open	N
	JAN 2024 620 S LINCOLN AVE 1000 22	CGARRETT					12/31/2023

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	101-567.000-921.000	ELECTRICITY		167.66			
	101-567.000-923.000	NATURAL GAS		142.23			
206169595400							
87940	CONSUMERS ENERGY	12/27/2023	01/10/2024	72.06	72.06	Open	N
	JAN 2023 307 N COURT AVE 1000 7087	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		72.06			
206169595401							
87941	CONSUMERS ENERGY	12/27/2023	01/10/2024	109.90	109.90	Open	N
	JAN 2024 412 WRIGHT AVE 1000 7088	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		109.90			
206614347119							
87942	CONSUMERS ENERGY	12/27/2023	01/10/2024	53.05	53.05	Open	N
	JAN 2024 248 RIVERSIDE DR #2 1000	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		53.05			
206614347121							
87943	CONSUMERS ENERGY	12/27/2023	01/10/2024	42.37	42.37	Open	N
	JAN 2024 644 RIVERSIDE DR 1000 225	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		42.37			
206703274199							
87944	CONSUMERS ENERGY	12/27/2023	01/10/2024	50.32	50.32	Open	N
	JAN 2024 135 ELY ST 1000 2064 9032	CGARRETT					12/31/2023
	101-751.000-921.000	ELECTRICITY		50.32			
205635709531							
87945	CONSUMERS ENERGY	12/25/2023	01/10/2024	959.21	959.21	Open	N
	JAN 2024 351 N COURT AVE (GAS) 100	CGARRETT					12/31/2023
	510-790.000-923.000	NATURAL GAS		959.21			
207058844187							
87946	CONSUMERS ENERGY	12/26/2023	01/10/2024	1,957.44	1,957.44	Open	N
	JAN 2024 351 N COURT AVE 1000 0007	CGARRETT					12/31/2023
	510-790.000-921.000	ELECTRICITY		1,957.44			
205635700836							
87947	CONSUMERS ENERGY	12/19/2023	01/10/2024	1,209.59	1,209.59	Open	N
	DEC 2023 525 E SUPERIOR ST (GAS) 1	CGARRETT					12/31/2023
	101-265.000-923.000	NATURAL GAS		1,209.59			
207147380554							
87948	CONSUMERS ENERGY	12/19/2023	01/10/2024	1,483.51	1,483.51	Open	N
	DEC 2023 525 E SUPERIOR ST 1000 00	CGARRETT					12/31/2023
	101-265.000-921.000	ELECTRICITY		1,483.51			

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206614347120							
87950	CONSUMERS ENERGY JAN 2024 330 RIVERSIDE DR 1000 225 590-527.000-921.000	12/27/2023 CGARRETT ELECTRICITY	01/10/2024	38.56 38.56	38.56	Open	N 12/31/2023
206881128062							
87951	CONSUMERS ENERGY JAN 2024 7275 N BEGOLE RD 1000 392 590-527.561-921.000	12/28/2023 CGARRETT ELECTRICITY	01/10/2024	106.36 106.36	106.36	Open	N 12/31/2023
207147388756							
87952	CONSUMERS ENERGY JAN 2024 529 GRAFTON AVE 1000 0007 590-527.000-921.000	12/27/2023 CGARRETT ELECTRICITY	01/10/2024	182.25 182.25	182.25	Open	N 12/31/2023
207147388813							
87953	CONSUMERS ENERGY JAN 2024 914 RIVERSIDE DR 1000 000 590-527.000-921.000	12/27/2023 CGARRETT ELECTRICITY	01/10/2024	248.90 248.90	248.90	Open	N 12/31/2023
207147388758							
87954	CONSUMERS ENERGY JAN 2024 106 GRANT AVE 1000 0007 8 590-527.000-921.000	12/27/2023 CGARRETT ELECTRICITY	01/10/2024	155.00 155.00	155.00	Open	N 12/31/2023
203411047549							
87955	CONSUMERS ENERGY JAN 2024 1134 CHARLES AVE 1000 219 590-527.000-921.000	12/27/2023 CGARRETT ELECTRICITY	01/10/2024	60.17 60.17	60.17	Open	N 12/31/2023
205190828751							
87956	CONSUMERS ENERGY JAN 2024 1000 WASHINGTON AVE 1000 590-527.000-923.000	12/28/2023 CGARRETT NATURAL GAS	01/10/2024	697.00 697.00	697.00	Open	N 12/31/2023
205190828750							
87957	CONSUMERS ENERGY JAN 2023 980 WASHINGTON AVE 1000 2 590-527.000-923.000	12/28/2023 CGARRETT NATURAL GAS	01/10/2024	98.44 98.44	98.44	Open	N 12/31/2023
206970036186							
87958	CONSUMERS ENERGY JAN 2024 2082 MICHIGAN AVE 1000 00 590-527.000-921.000	12/28/2023 CGARRETT ELECTRICITY	01/10/2024	143.47 143.47	143.47	Open	N 12/31/2023
206970036183							
87962	CONSUMERS ENERGY JAN 2023 305 ELMWOOD AVE 1000 0015 590-527.000-921.000	12/28/2023 CGARRETT ELECTRICITY	01/10/2024	203.95 203.95	203.95	Open	N 12/31/2023

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203322036317							
87963	CONSUMERS ENERGY	12/27/2023	01/10/2024	55.18	55.18	Open	N
	JAN 2024 201 GEMSTONE DR 1000 2265	CGARRETT					12/31/2023
	590-527.000-921.000	ELECTRICITY		55.18			
201542215025							
87964	CONSUMERS ENERGY	12/28/2023	01/10/2024	153.95	153.95	Open	N
	JAN 2023 313 PROSPECT AVE 1000 716	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		153.95			
201542215023							
87965	CONSUMERS ENERGY	12/28/2023	01/10/2024	330.54	330.54	Open	N
	JAN 2024 N STATE ST 1000 7098 1434	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		330.54			
201542215022							
87966	CONSUMERS ENERGY	12/28/2023	01/10/2024	191.16	191.16	Open	N
	JAN 2024 411 N STATE ST 1000 7088	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		191.16			
201542215021							
87967	CONSUMERS ENERGY	12/28/2023	01/10/2024	125.42	125.42	Open	N
	JAN 2024 320 WOODWORTH AVE 1000 70	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		125.42			
201542215020							
87968	CONSUMERS ENERGY	12/28/2023	01/10/2024	224.32	224.32	Open	N
	JAN 2023 321 WOODWORTH AVE 1000 70	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		224.32			
201542215019							
87969	CONSUMERS ENERGY	12/28/2023	01/10/2024	50.11	50.11	Open	N
	JAN 2024 307 N STATE ST 1000 7087	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		50.11			
201542215018							
87975	CONSUMERS ENERGY	12/28/2023	01/10/2024	232.65	232.65	Open	N
	JAN 2024 121 W SUPERIOR ST 1000 70	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		232.65			
201542215017							
87976	CONSUMERS ENERGY	12/28/2023	01/10/2024	295.08	295.08	Open	N
	JAN 2024 411 PINE AVE 1000 7087 90	CGARRETT					12/31/2023
	101-448.000-921.000	ELECTRICITY		295.08			
01/05/2024							
88036	COWDRY, SARA	01/05/2024	01/12/2024	12.16	12.16	Open	N
	UB refund for account: 260043100-0	CDANCER					12/31/2023
	590-000.000-276.000	58 SEWER		3.70			

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	591-000.000-276.000	58 WATER		3.33			
	596-000.000-276.000	SOLID WASTE		2.73			
	591-000.000-276.000	WATER RATE		1.35			
	590-000.000-276.000	SEWER RATE		1.05			
1198593							
87980	D & K TRUCK COMPANY	01/02/2024	01/10/2024	76.30	76.30	Open	N
	SENSOR	CGARRETT					01/05/2024
	661-532.000-780.000	MAINTENANCE PARTS		76.30			
01052024							
88022	DAREN JOHNSON	12/31/2023	01/10/2024	85.00	85.00	Open	N
	FY 24 OUTERWEAR	CGARRETT					01/05/2024
	590-527.520-741.000	UNIFORMS/SAFETY EQUIPMENT		85.00			
303803-0							
87949	DBI BUSINESS INTERIORS	12/31/2023	01/10/2024	31,710.41	31,710.41	Open	N
	ATC OFFICE FURNITURE	CGARRETT					12/31/2023
	588-596.000-970.000	OFFICE FURNITURE		31,710.41			
316692-0							
88008	DBI BUSINESS INTERIORS	12/21/2023	01/10/2024	724.20	724.20	Open	N
	CHAIRMATS	CDANCER					12/31/2023
	588-596.000-740.000	MATERIALS/SUPPLIES		724.20			
7415932							
88019	DEMCO	12/27/2023	01/10/2024	122.20	122.20	Open	N
	TAPE	CGARRETT					01/05/2024
	510-790.000-740.000	MATERIALS/SUPPLIES		122.20			
81538							
88033	E & S GRAPHICS, INC	12/12/2023	01/10/2024	35.00	35.00	Open	N
	BUSINESS CARDS DOUG SIERAKOWSKI	CGARRETT					01/05/2024
	591-536.552-746.000	TOOLS/EQUIPMENT		17.50			
	103-536.520-740.000	MATERIALS/SUPPLIES		17.50			
6433							
88007	EASTON ELECTRIC MOTORS & CONTROLS	12/21/2023	01/10/2024	1,974.17	1,974.17	Open	N
	WASHER COMPACTOR GEARBOX DRIVE MOT	CDANCER					12/31/2023
	590-527.000-787.000	SPECIALTY ELECTRIC MOTOR FOR WASHER		1,857.33			
	590-527.000-787.000	SHIPPING		116.84			
23-5114							
87896	ELECTION SOURCE	01/01/2024	01/10/2024	1,845.00	1,845.00	Open	N
	MAINTENANCE CONTRACT	CGARRETT					01/03/2024
	101-262.000-801.000	CONTRACT FEES		1,845.00			
432024							
87886	Fishbeck,Thompson,Carr & Huber	12/29/2023	01/10/2024	809.42	809.42	Open	N
	INDUSTRIAL PRETREATMENT PROGRAM	CGARRETT					01/03/2024

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	590-527.000-970.000	INDUSTRIAL PRETREATMENT PROGRAM		809.42			
39157							
87874	FRONT LINE SERVICES, INC CUST # A035	12/20/2023 CGARRETT	01/10/2024	94.95	94.95	Open	Y 01/02/2024
	597-336.000-780.000	MAINTENANCE PARTS		94.95			
39156							
87875	FRONT LINE SERVICES, INC CUST # A035	12/20/2023 CGARRETT	01/10/2024	368.76	368.76	Open	Y 01/02/2024
	597-336.000-780.000	MAINTENANCE PARTS		368.76			
026611577							
88052	Game Time PULLOVER	12/21/2023 CGARRETT	01/10/2024	512.99	512.99	Open	N 01/05/2024
	101-301.000-741.000	UNIFORMS/SAFETY EQUIPMENT		512.99			
26423022							
87891	GRANGER WASTE SERVICES ACCOUNT NUMBER 2893670	12/31/2023 CGARRETT	01/10/2024	58.35	58.35	Open	N 01/03/2024
	588-596.000-801.000	CONTRACT FEES		58.35			
26414580							
87900	GRANGER WASTE SERVICES ACCOUNT NUMBER 18586070	12/31/2023 CGARRETT	01/10/2024	29,029.09	29,029.09	Open	N 01/03/2024
	596-528.000-801.000	CONTRACT FEES		29,029.09			
26387850							
87901	GRANGER WASTE SERVICES ACCOUNT NUMBER 18609180	12/31/2023 CGARRETT	01/10/2024	22.60	22.60	Open	N 01/03/2024
	596-528.000-801.000	CONTRACT FEES		22.60			
26422957							
87902	GRANGER WASTE SERVICES ACCOUNT NUMBER 2878120	12/31/2023 CGARRETT	01/10/2024	1,223.02	1,223.02	Open	N 01/03/2024
	510-790.265-801.000	CONTRACT FEES		70.35			
	106-265.660-801.000	CONTRACT FEES		450.45			
	106-265.660-801.000	CONTRACT FEES		70.35			
	106-265.660-801.000	CONTRACT FEES		97.65			
	581-595.000-801.000	CONTRACT FEES		70.35			
	661-532.000-801.000	CONTRACT FEES		70.35			
	661-532.000-801.000	CONTRACT FEES		140.47			
	101-567.000-801.000	CONTRACT FEES		182.70			
	590-527.556-801.000	CONTRACT FEES		70.35			
26414583							
87903	GRANGER WASTE SERVICES ACCOUNT NUMBER 26414583	12/31/2023 CGARRETT	01/10/2024	252.00	252.00	Open	N 01/03/2024
	596-528.000-801.000	CONTRACT FEES		252.00			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
01/05/2024							
88038	GRANKE LLC	01/05/2024	01/12/2024	34.29	34.29	Open	N
	UB refund for account: 155030500-0	CDANCER					12/31/2023
	596-000.000-276.000	SOLID WASTE		34.29			
00010547							
88035	Gratiot County Permits Office	01/02/2024	01/10/2024	3,004.99	3,004.99	Open	N
	CONTRACTUAL BUILDING PERMITS SERVI	CDANCER					12/31/2023
	101-702.000-801.000	CONTRACT FEES		3,004.99			
09/11/2023							
86206	HAYES, MARYLYNN	09/11/2023	09/18/2023	16.68	16.68	Open	Y
	UB refund for account: 075040900-0	CDANCER					09/11/2023
	591-000.000-276.000	WATER RATE		9.37			
	590-000.000-276.000	SEWER RATE		7.31			
1932-2023_12							
87904	INVOICE CLOUD	12/30/2023	01/05/2024	411.40	411.40	Open	N
	DECEMBER UNTILITY BILLS	CGARRETT					12/30/2023
	101-191.000-801.000	CONTRACT FEES		411.40			
01052024							
87989	JEREMY FISH	01/04/2024	01/10/2024	85.00	85.00	Open	N
	EMPLOYEE REIMBURSEMENT	CGARRETT					01/05/2024
	661-449.000-741.000	UNIFORMS/SAFETY EQUIPMENT		85.00			
01/05/2024							
88043	K & B JONES MANAGEMENT CO LLC	01/05/2024	01/12/2024	89.80	89.80	Open	N
	UB refund for account: 790082500-0	CDANCER					12/31/2023
	590-000.000-276.000	58 SEWER		33.04			
	591-000.000-276.000	58 WATER		29.73			
	596-000.000-276.000	SOLID WASTE		24.36			
	591-000.000-276.000	WATER RATE		1.50			
	590-000.000-276.000	SEWER RATE		1.17			
228							
87974	KAMLYN PAKSI	01/03/2024	01/10/2024	140.00	140.00	Open	N
	CLEANING SERVICES	CGARRETT					01/05/2024
	580-265.810-801.000	CONTRACT FEES		140.00			
330417							
88032	KCI	12/31/2023	01/10/2024	1,600.00	1,600.00	Open	N
	DECEMBER 2023 UTILITY BILLS	CDANCER					12/31/2023
	591-536.556-801.000	CONTRACT FEES		533.33			
	590-527.556-801.000	CONTRACT FEES		533.33			
	596-528.520-801.000	CONTRACT FEES		533.34			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution		Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
01/05/2024								
88037	MACARTHUR, JOHN		01/05/2024	01/12/2024	34.19	34.19	Open	N
	UB refund for account: 670120300-0		CDANCER					12/31/2023
	590-000.000-276.000	58 SEWER			14.02			
	596-000.000-276.000	SOLID WASTE			10.33			
	591-000.000-276.000	WATER RATE			4.67			
	590-000.000-276.000	SEWER RATE			3.64			
	591-000.000-276.000	58 WATER			1.53			
S5309019.001								
88006	MEDLER ELECTRIC CO.		12/20/2023	01/10/2024	146.53	146.53	Open	N
	MAINTENANCE PARTS		CDANCER					12/31/2023
	590-527.000-787.000	MAINTENANCE SUPPLIES			146.53			
S5308735.001								
88012	MEDLER ELECTRIC CO.		12/20/2023	01/10/2024	63.64	63.64	Open	N
	MAINTENANCE PARTS		CDANCER					12/31/2023
	588-596.000-780.000	MAINTENANCE PARTS			63.64			
S5312511.001								
88048	MEDLER ELECTRIC CO.		01/03/2024	01/10/2024	375.47	375.47	Open	N
	VACUM PUMP ASSY.		CGARRETT					01/05/2024
	590-527.000-787.000	MAINTENANCE SUPPLIES			375.47			
0000297-900939								
87992	Michigan Co.		01/03/2024	01/10/2024	114.26	114.26	Open	N
	TISSUES		CGARRETT					01/05/2024
	101-265.000-740.000	MATERIALS/SUPPLIES			76.18			
	510-790.265-740.000	MATERIALS/SUPPLIES			38.08			
17102								
88020	MICHIGAN LIBRARY ASSOCIATION		01/03/2024	01/10/2024	270.00	270.00	Open	N
	2024 REGISTRATION-CONFERENCE		CGARRETT					01/05/2024
	510-790.000-715.000	EMPLOYEE TRAINING			270.00			
551-628973								
88053	MICHIGAN STATE POLICE		01/03/2024	01/10/2024	60.00	60.00	Open	N
	DAVISON ALLEN HUNTER SOR FEE		CGARRETT					01/05/2024
	101-000.000-228.000	DUE TO STATE OF MICHIGAN			60.00			
01/05/2024								
88041	PLOTT, JEFF		01/05/2024	01/12/2024	87.13	87.13	Open	N
	UB refund for account: 175010900-0		CDANCER					12/31/2023
	591-000.000-276.000	58 WATER			87.13			
01/05/2024								
88039	SLOVAK, LINDA		01/05/2024	01/12/2024	35.18	35.18	Open	N
	UB refund for account: 165030200-0		CDANCER					12/31/2023
	590-000.000-276.000	58 SEWER			13.34			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	591-000.000-276.000	58 WATER		12.01			
	596-000.000-276.000	SOLID WASTE		9.83			
01/05/2024							
88040	SNOOK, BRANDON	01/05/2024	01/12/2024	92.27	92.27	Open	N
	UB refund for account: 655011500-0	CDANCER					12/31/2023
	590-000.000-276.000	58 SEWER		38.44			
	596-000.000-276.000	SOLID WASTE		35.21			
	591-000.000-276.000	58 WATER		18.62			
94238442							
87895*	SPEEDWAY	12/31/2023	01/10/2024	13,181.60	13,181.60	Open	N
	DEC-01-2023 TO DEC-31-2023	CGARRETT					12/31/2023
	101-371.000-743.000	FUEL		27.12			
	588-596.000-743.000	FUEL		6,726.59			
	597-336.000-743.000	FUEL		552.01			
	106-692.660-743.000	FUEL		202.53			
	661-532.000-743.000	FUEL		2,672.75			
	101-301.000-743.000	FUEL		2,192.29			
	661-532.000-743.000	FUEL		679.19			
	598-336.000-743.000	FUEL		48.29			
	590-527.000-743.000	FUEL		151.42			
	591-536.552-743.000	FUEL		261.69			
	661-532.000-743.000	FUEL		(332.28)			
3555378113							
88050	Staples, Inc	12/23/2023	01/10/2024	106.05	106.05	Open	N
	CUSTOMER DET 1809837	CGARRETT					01/05/2024
	597-336.000-740.000	MATERIALS/SUPPLIES		54.45			
	101-301.000-740.000	MATERIALS/SUPPLIES		51.60			
3555378114							
88051	Staples, Inc	12/23/2023	01/10/2024	73.35	73.35	Open	N
	CUSTOMER DET 1809837	CGARRETT					01/05/2024
	597-336.000-740.000	MATERIALS/SUPPLIES		37.97			
	101-301.000-740.000	MATERIALS/SUPPLIES		35.38			
8005641162							
88004	STERICYCLE ENVIRONMENTAL SOLUTIONS	12/18/2023	01/10/2024	136.57	136.57	Open	N
	SHRED-IT SERVICES FOR DECEMBER 202	CDANCER					12/31/2023
	101-191.000-801.000	CONTRACT FEES		136.57			
4126402							
88021	TIRE FACTORY, INC	12/21/2023	01/10/2024	972.00	972.00	Open	N
	TIRES	CDANCER					12/31/2023
	588-596.000-781.000	TIRES		972.00			

INVOICE REGISTER REPORT FOR CITY OF ALMA
EXP CHECK RUN DATES 09/01/2023 - 01/10/2024
BOTH JOURNALIZED AND UNJOURNALIZED OPEN
BANK CODE: 13

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
01042024							
87978	T-MOBILE	01/01/2024	01/10/2024	338.24	338.24	Open	N
	ACCOUNT NUMBER 975200437	CGARRETT					12/31/2023
	510-790.000-801.000	CONTRACT FEES		338.24			
172088798							
88005	ULINE	12/13/2023	01/10/2024	178.02	178.02	Open	N
	MAINTENANCE PARTS	CDANCER					12/31/2023
	590-527.000-787.000	MAINTENANCE SUPPLIES		178.02			
1630107814							
87905	Unifirst Corp	10/12/2023	01/10/2024	5.55	5.55	Open	N
	UNIFORMS	CGARRETT					01/03/2024
	588-596.000-741.000	UNIFORMS/SAFETY EQUIPMENT		5.55			
1630117463							
87990	Unifirst Corp	01/04/2024	01/10/2024	78.54	78.54	Open	N
	UNIFORMS AND SUPPLIES	CGARRETT					01/05/2024
	661-449.000-741.000	UNIFORMS/SAFETY EQUIPMENT		30.21			
	661-532.000-741.000	UNIFORMS/SAFETY EQUIPMENT		28.45			
	661-532.000-740.000	MATERIALS/SUPPLIES		19.88			
1630107815							
87991	Unifirst Corp	10/12/2023	01/10/2024	79.18	79.18	Open	N
	UNIFORMS AND SUPPLIES	CGARRETT					01/05/2024
	661-449.000-741.000	UNIFORMS/SAFETY EQUIPMENT		30.85			
	661-532.000-741.000	UNIFORMS/SAFETY EQUIPMENT		28.45			
	661-532.000-740.000	MATERIALS/SUPPLIES		19.88			
1630115870							
88010	Unifirst Corp	12/21/2023	01/10/2024	5.55	5.55	Open	N
	UNIFORMS	CDANCER					12/31/2023
	588-596.000-741.000	UNIFORMS/SAFETY EQUIPMENT		5.55			
1630115029							
88011	Unifirst Corp	12/14/2023	01/10/2024	5.55	5.55	Open	N
	UNIFORMS	CDANCER					12/31/2023
	588-596.000-741.000	UNIFORMS/SAFETY EQUIPMENT		5.55			
1630117460							
88024	Unifirst Corp	01/04/2024	01/10/2024	48.21	48.21	Open	N
	UNIFORMS	CGARRETT					01/05/2024
	591-536.000-741.000	UNIFORMS/SAFETY EQUIPMENT		24.10			
	103-536.000-741.000	UNIFORMS/SAFETY EQUIPMENT		24.11			
1630107812							
88025	Unifirst Corp	10/12/2023	01/10/2024	48.21	48.21	Open	N
	UNIFORMS	CGARRETT					01/05/2024
	591-536.000-741.000	UNIFORMS/SAFETY EQUIPMENT		24.10			

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	103-536.000-741.000	UNIFORMS/SAFETY EQUIPMENT		24.11			
1630115868							
88028	Unifirst Corp	12/21/2023	01/10/2024	48.21	48.21	Open	N
	UNIFORMS	CGARRETT					01/05/2024
	591-536.000-741.000	UNIFORMS/SAFETY EQUIPMENT		24.10			
	103-536.000-741.000	UNIFORMS/SAFETY EQUIPMENT		24.11			
1630116708							
88030	Unifirst Corp	12/28/2023	01/10/2024	50.71	50.71	Open	N
	UNIFORMS	CGARRETT					01/05/2024
	591-536.000-741.000	UNIFORMS/SAFETY EQUIPMENT		25.35			
	103-536.000-741.000	UNIFORMS/SAFETY EQUIPMENT		25.36			
7137803							
87516	US BANK	11/25/2023	12/13/2023	500.00	500.00	Open	Y
	ACCOUNT 803145600 11/01/2023 - 10/	CGARRETT					12/05/2023
	590-905.000-993.000	PAYING AGENT FEES		500.00			
900283							
88013	USA BLUE BOOK	07/01/2023	01/10/2024	(25.80)	(25.80)	Open	N
	CREDIT FOR RETURN ITEM	CDANCER					12/31/2023
	590-527.000-740.000	MATERIALS/SUPPLIES		(25.80)			
9952336754							
87897	Verizon North	12/21/2023	01/10/2024	127.68	127.68	Open	N
	ACCOUNT NUMBER 683734136-00001	CGARRETT					01/03/2024
	101-257.000-922.000	COMMUNICATIONS		114.03			
	661-449.000-922.000	COMMUNICATIONS		13.65			
01032024							
87898	WINN TELECOM	01/01/2024	01/10/2024	250.00	250.00	Open	N
	ACCOUNT NUMBER 0410001714	CGARRETT					12/31/2023
	101-253.000-922.000	COMMUNICATIONS		250.00			
132024							
87899	WINN TELECOM	01/01/2024	01/10/2024	257.42	257.42	Open	N
	ACCOUNT NUMBER 040000554	CGARRETT					12/31/2023
	581-595.000-922.000	COMMUNICATIONS		71.84			
	101-191.000-922.000	COMMUNICATIONS		46.08			
	101-301.000-922.000	COMMUNICATIONS		47.34			
	597-336.000-922.000	COMMUNICATIONS		46.08			
	588-596.000-922.000	COMMUNICATIONS		46.08			

# of Invoices: 142 # Due: 142	Totals:	116,688.62	116,688.62	
# of Credit Memos: 16 # Due: 16	Totals:	(3,903.18)	(3,903.18)	
Net of Invoices and Credit Memos:		112,785.44	112,785.44	
* 1 Net Invoices have Credits Totalling:		(332.28)		

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			16,984.42	16,984.42		
	103 - GRATIOT AREA WATER AUTHORIT			101.24	101.24		
	106 - ALMA HOUSING COMMISSION			820.98	820.98		
	510 - ALMA PUBLIC LIBRARY FUND			3,647.13	3,647.13		
	580 - STATE STREET PLAZA FUND			2,210.32	2,210.32		
	581 - GRATIOT AIRPORT AUTHORITY F			142.19	142.19		
	588 - TRANSPORTATION SYSTEM FUND			41,541.79	41,541.79		
	590 - SEWER FUND			8,381.08	8,381.08		
	591 - WATER FUND			1,512.17	1,512.17		
	596 - RUBBISH COLLECTION FUND			29,953.78	29,953.78		
	597 - RURAL URBAN FIRE BOARD FUND			1,126.32	1,126.32		
	598 - RESCUE FUND			48.29	48.29		
	661 - MUNICIPAL SERVICES FUND			6,315.73	6,315.73		
--- TOTALS BY DEPT/ACTIVITY ---							
	000.000 - GENERAL			756.06	756.06		
	172.000 - CITY MANAGER			(27.90)	(27.90)		
	191.000 - FINANCE ADMINISTRATION			952.18	952.18		
	215.000 - CLERK			(27.90)	(27.90)		
	253.000 - INFORMATION TECHNOLOGY			250.00	250.00		
	257.000 - ASSESSOR			30.33	30.33		
	262.000 - ELECTIONS			1,845.00	1,845.00		
	265.000 - BUILDING/GROUNDS MAINT			4,637.49	4,637.49		
	265.660 - LOW RENT			618.45	618.45		
	265.810 - 200 PROSPECT			281.43	281.43		
	265.840 - 206 PROSPECT			45.95	45.95		
	265.850 - 217 N STATE			750.24	750.24		
	265.860 - 219 N STATE			593.69	593.69		
	265.870 - 221 N STATE			539.01	539.01		
	270.000 - HUMAN RESOURCES			(27.90)	(27.90)		
	301.000 - POLICE			3,148.41	3,148.41		
	336.000 - FIRE & RESCUE			1,174.61	1,174.61		
	371.000 - PUBLIC SAFETY/BUILDING			599.22	599.22		
	447.000 - ENGINEERING			376.20	376.20		
	448.000 - STREET LIGHTING			2,401.25	2,401.25		
	449.000 - ACT 51 STREETS/BRIDGES			159.71	159.71		
	527.000 - SEWAGE DISPOSAL			6,805.98	6,805.98		
	527.520 - SEWAGE DISPOSAL - ADMIN			249.35	249.35		
	527.556 - SEWAGE UTILITY BILLING/			603.68	603.68		
	527.561 - PINE RIVER TWP SEWAGE L			106.36	106.36		
	528.000 - REFUSE COLLECTION/DISPO			29,303.69	29,303.69		
	528.520 - REFUSE DISPOSAL ADMINIS			533.34	533.34		

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--- TOTALS BY DEPT/ACTIVITY ---							
	532.000 - CENTRAL GARAGE			4,750.53	4,750.53		
	536.000 - POTABLE WATER SYSTEM			387.79	387.79		
	536.520 - ADMINISTRATION			17.50	17.50		
	536.552 - MAINTENANCE OF WATER MA			279.19	279.19		
	536.556 - WATER UTILITY BILLING/C			533.33	533.33		
	567.000 - RIVERSIDE CEMETERY			492.59	492.59		
	595.000 - GRATIOT COMMUNITY AIRPO			142.19	142.19		
	596.000 - TRANSIT OPERATIONS			41,541.79	41,541.79		
	692.660 - LOW RENT			202.53	202.53		
	702.000 - PLANNING & ZONING			3,004.99	3,004.99		
	751.000 - RECREATION & CULTURE/PA			607.95	607.95		
	790.000 - LIBRARY			3,538.70	3,538.70		
	790.265 - LIBRARY MAINTENANCE			108.43	108.43		
	905.000 - DEBT SERVICE			500.00	500.00		