



CITY OF ALBION CITY COUNCIL MEETING AGENDA

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

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

COUNCIL-MANAGER
GOVERNMENT

Council members and
other officials normally in
attendance.

AGENDA

SPECIAL COUNCIL MEETING

Monday, November 30, 2016

6:30 P.M.

Joseph V. Domingo
Mayor

Maurice Barnes, Jr.
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Garrett Brown
Council Member
3rd Precinct

Rebecca Decker
Council Member
4th Precinct

Cheryl Krause
Council Member
5th Precinct

Andrew French
Mayor Pro Tem
Council Member
6th Precinct

Sheryl L. Mitchell
City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

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

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

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. PRESENTATIONS
 - A. Boy Scout Presentation
- VII. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)
- VIII. CONSENT CALENDAR (VV)
(Items on Consent Calendar are voted on as one unit)
 - A. Approval Study Session Minutes, November 16, 2016
 - B. Approval Study Session Minutes, November 21, 2016
 - C. Approval Regular Session Minutes-November 21, 2016
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval Michigan Municipal League Membership Dues-\$5,601.00 (RCV)
 - B. Request Approval Resolution # 2016-67, Contract with MDOT for M-99/ Superior Street Project (RCV)



CITY OF ALBION

CITY COUNCIL MEETING AGENDA

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

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

- C. Request Approval Resolution # 2016-69, Approval of Comprehensive Plan-Phase I (RCV)
- D. Discussion/Consideration of Moving Forward with Single Hauler Contract (RCV)
- E. Discussion/Approval Second Addendum to the City of Albion Senior Citizens Housing Facilities Trust (RCV)
- F. Motion to Excuse Absent Council Member(s)
- X. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)
- XI. ADJOURN

City of Albion
Study Session
November 16, 2016

I. Call To Order

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

II. Roll Call

PRESENT: Lenn Reid (2), Garrett Brown (3), Rebecca Decker (4), Cheryl Krause (5), Andrew French (6) and Mayor Joe Domingo. Maurice Barnes (1) arrived at 7:40 p.m.

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Tom Mead, Finance Director and John Tracy, Director Building, Planning & Code Enforcement.

Mayor Domingo asked for a moment of silence for the graffiti that occurred in Albion the past few days.

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

No comments were received.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. Overview 2017 Budget

An overview was not given.

B. Fund 101-General Fund

- Finance Director Mead explained the budget process. He stated that due to the election and having new Council members who will actually vote on the budget, the process was pushed back and we now have a very short time frame in which to go through the process.
- Most of the funds do not have significant changes and are status quo. Two changes from 2016 are as follows:

- 1. The City has been paying into the Workers Compensation fund over the years and created a large credit on our account. Due to this, the City did not have to pay anything in for 2016. The credit has been used so in 2017, the City will again be making payments from all funds for workers compensation. \$27,000 will be paid out of the General Fund for 2017.
- 2. The MERS defined benefit plan has been closed to new members since 2009 or 2010. We still have employees and retirees on the plan. Due to the fact that not much has been put into the fund, the amount the City is overfunded is dropping quickly. We will be putting a substantial amount into this fund in 2017. Most of the employees in this plan are in the department of public services so the general fund will not be affected too much.
MERS provides the City with a recommendation of how much we should be contributing, however we are still declining. \$15,000 will be paid out of the General Fund for 2017.
- Property taxes are still declining.
- In 2017, Lincolnshire Townhomes will be making pilot payments. Formerly there were only Albion Housing and Oak Meadows who made pilot payments.
- Approximately a 12% increase is expected in 2017 as a result of contracting for assistance with the collection of income taxes from non-filers and delinquent income tax accounts. The company will be Innovative Software, Eaton Rapids, MI. There is no contract and we are able to choose what services we would like them to provide.
- There will be a 3% increase across the Board in administrative fees charged by the City.
- Fund 101-172-702 has been increased to reflect the new position for the City Manager and increase in City Manager Salary.
- Council Member Barnes asked what the City Manager Assistant position paid per hour and also about the HR position stressing the importance of this position.
- Fund 101-209-607 reflects proposed fines assessed for failure to file property transfer affidavits.
- Fund 101-210-801 has been reduced by \$2500.00 for labor attorney fees.
- Fund 101-226-702 is for the Human Resource position. This position will be split between HR (20%) and Public Safety (80%).
- 101-260-802 has increased to \$75,000 to contract for assistance with income tax collections. As a result, income tax revenue expected to increase by 12% or about \$110,000 or more each year.
- The recommended fund balance is 17%, the City currently has approximately \$1,140,000 which is 31%.

- Fund 101-276-699 \$20,000 will be transferred in from the Cemetery Trust.
- Fund 101-345-477 is for all liquor licenses in the City of Albion
- Fund 345-Revenues for Public Safety includes \$5,156 in 4 small misc. grants and a \$25,000 proposed new grant towards a new patrol car. City match will be paid in installments in 2017 and 2018.
- 101-345-981 Public Safety vehicles-\$20,079 annual payment on new Fords purchased in 2015. Last payment=2017 plus \$12,818 annual payment on car purchased in 2016. Last pymt-2018.
- 101-422-479 Cornerstone permits-this is forwarded on to Cornerstone Inspection Services so it's offset by account 101-422-802-10.
- 101-422-699-Transfer in from solid waste to cover approximately half of the contractual costs incurred to have trash, brush, lawn clippings and other rubbish removed from code violation properties.
- 101-422-802-Approximately half of this will be reimbursed by solid waste fund for the removal of trash, brush, lawn clippings and other rubbish from code violation properties.
- 101-422-802-10-This reflects what is paid to Cornerstone Inspection Services. It is collected from property owners and contractors and receipted in account 101-422-479-00.
- Fund 442 City Maintenance; Fund 444 Tree Trimming; Fund 447 Engineering; Fund 526 EPA Landfill and Fund 775 Parks have no significant changes.
- Fund 778 Holland Park Transformation; 101-778-776 Reflects the equipment to be purchased for the youth project proposed for 2017.
- Fund 895 General Appropriations-No significant changes. Most of the office equipment and software contracts are charged to this Fund, (i.e. copier, IT Right, BS & A software, etc.)

Comments were received from Council Members Reid, French, Barnes, Krause, Brown and Decker; Council Member Elect S Brown; Mayor Domingo; City Manager Mitchell; City Attorney Harkness and Director Building, Planning & Code Enforcement Tracy.

C. Fund 363-Energy Bond

Finance Director Mead stated this is a debt service fund. The City departments that utilized the Honeywell project pay into this fund and the payment is then made for the Bond. This is a money in and money out account. This bond matures in 2024.

D. Fund 364-GO Water Bond

Finance Director Mead stated this is a voted debt millage fund. The funds for the bond are paid through property taxes and the annual payment is made. This fund matures in 2017 which will make the property taxes less.

E. Fund 367-Sidewalk Program

- Finance Director Mead explained the sidewalk program was a 10 year program to help residents with replacing sidewalks. The City has not yet made a determination on proceeding with this program for 2017. The revenue and expenses are therefore a money in and money out. If sidewalk program is assessed in 2017, an estimated \$5,000 will be transferred to street improvement fund for sidewalk replacement.

Comments were received from Council Member Brown; Council Member Elect Spicer; City Attorney Harkness and Mayor Domingo.

F. Fund 369-ABA Bond

Finance Director Mead stated this Fund is for the Maple Grove and Fire Barn bonds. The funds are transferred in from the Albion Ambulance, Maple Grove and Albion Public Safety and the bond payment is made. The Maple Grove bond matures in 2019 and the Fire Barn bond matures in 2028.

G. Fund 374-DPW Bldg. Debt

Finance Director Mead stated the funds are transferred in from the DPW Departments that use the building and the payment is made. This fund matures in 2023.

H. Fund 711-Cemetery Trust

Finance Director Mead stated \$20,000 will be transferred from the Cemetery Trust Fund to the Cemetery Fund to help cover costs in the Cemetery. A consideration is to start charging for perpetual care when lots are purchased to help cover the cemetery costs.

Comments were received from Council Members Brown and Decker.

I. Fund 735-Albion Trust

Finance Director Mead stated revenue for this fund are from investment earnings. This fund does not show a lot of activity and is used only when entities in the community ask for money such as in 2015-\$150,000 was given to the Food Hub and in 2016-\$50,000 was given to the Ismon House.

J. Fund 737-Retiree Health Care

Finance Director Mead stated this retiree health plan was first offered by the City around 2002 or 2003 and was discontinued around 2010. When discontinued, an offer was extended to all members to get their money back, or have it rolled to the City's current retiree health plan. Almost all elected to get their money back. However, 5 who were retired or close to retirement elected to stay in the plan. They each receive a monthly benefit paid out from this fund ranging from \$24 to \$48 per month.

*** Council Member Barnes left at 8:30 p.m.*

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

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

VI. Adjournment

French moved, Brown supported, CARRIED, to adjourn study session. (6-0 vv)

Mayor Domingo adjourned the meeting at 8:48 p.m.

Date

Jill Domingo
City Clerk

City of Albion
Study Session
November 21, 2016

I. Call To Order

Mayor Pro Tem French opened the study session at 8:25 p.m.

II. Roll Call

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

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Tom Mead, Finance Director; Scott Kipp, Chief Public Safety and John Tracy, Director Building, Planning & Code Enforcement.

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

No comments were received.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. Fund 248-DDA

Finance Director updated the Council on the DDA as follows:

- The DDA capture is negative
- No funds will be captured for 2017.
- We will receive funds from the State in lieu of the personal property tax. A call was made to the State and they indicated the calculation is still being worked on. Once funds are received (approximately January or February) they will be put back into 2016.
- The main expense for the DDA is the Car cruise-in.
- They had previously used funds for downtown businesses to update their facades with grants, however with no tax capture they will be unable to provide façade grants in 2017.
- We are able to control expenses in this fund.

B. Fund 275-Albion Building Authority

Finance Director updated the Council on the Albion Building Authority as follows:

- This fund does not have a lot of revenue.
- We do receive a small amount of interest income.
- Some of the properties owned by the ABA cover the expenses and some do not.
- There may be some buildings sold by the ABA but nothing is final.
- 201 N. Clinton St-This will be leased out for \$1500.00/year and the purchaser will be updating the building and covering all expenses.
- 309 S. Superior-EDC Building-The EDC pays \$10,880 which allows this property to almost break even. This is one of the properties the ABA is interested in selling.
- 111 Center St. and 108 W. Porter St will be dropping off the Budget sheets next year. This property was sold for the Downtown Hotel Project in 2015.
- 101 N. Gale Street-Previously Public Safety has been \$7,000 in rent for use of the building. This building is in need of repairs. In 2017, in lieu of paying rent, Public Safety will assume all expenses and repair costs of the building.
- Fire/Ambulance Building-The revenue for this building comes from Public Safety and Huron Valley Ambulance.
- There is a calculation that is done at the end of the year for Huron Valley Ambulance (revenue-expenses) and the profit is sent back to Huron Valley Ambulance. The understanding in the agreement is that if there are substantial repairs needed to the building in a given year that Huron Valley Ambulance will pay their percentage of the repairs.
- 105-107 S. Superior-will come off the budget next year. This property was sold in 2015.
- 112 E. Erie St-Food Hub-Now that the Food Hub is up and running, they will be paying most of the expenses for this property.
- The ABA is showing a shortfall of \$4800 for 2016 and a \$1600 shortfall in 2017. However, these amounts may change if properties are sold.

Comments were received from Council Members Elect Sonya Brown and Jeanette Spicer; City Manager Mitchell and Chief Kipp.

C. Fund 277-Maple Grove Apartments

Finance Director updated the Council on the Maple Grove Apartments as follows:

- Based on a letter from MSHDA, there will be a 3% increase in tenant rent.
- A portion of the profit received each month must be put in a restricted fund.
- Expenses- \$25,000 for new closet doors for units, bath, & dining room.
- Expenses- \$10,000 new doors; \$5,000 misc. upgrades

D. Fund 208-Recreation Fund

Finance Director updated the Council on the Recreation Fund as follows:

- Property tax millage funds are the main revenue for the Recreation Fund.
- They did a good job of operating programs within their budget.
- They continue to work on obtaining grants & donations to help with programming.
- In 2016, the Recreation Fund Balance will have a \$2400.00 surplus and in 2017 will have an approximate (\$4400) shortfall.

City Manager Mitchell stated the \$8700.00 provided to the Forks Senior Center has remained the same amount even as we continue to experience declining revenue.

E. Fund 250-Community Development Block Grants

Finance Director updated the Council on the Community Development Block Grants Fund as follows:

- These are loans that are on the books from the 70's and 80's.
- The City provided these loans as a means of helping residents fix up their property. Some loans are forgiven after a length of time, some have interest and some are still required to be paid back.
- These are shown conservatively on the books.
- There are approximately 15-MSHDA loans and approximately 15 Pre-MSHDA loans.

Comments were received from Council Members French and Brown and Council Member Elect Marcola Lawler.

F. Fund 265-Drug Law Enforcement

Finance Director updated the Council on the Drug Law Enforcement Fund as follows:

- This fund has revenue from reimbursement from state and federal dollars and also forfeitures.
- The forfeiture funds are sporadic. They are never sure of the amount or when it will be received.
- This fund helps cover expenditures in Public Safety.
- City Attorney Harkness stated this year amendments took place on forfeitures for the state making it a much more scrutinized process to obtain forfeitures.
- Most of the revenue in this fund has come from federal forfeitures (IRS).
- There are two types of forfeitures:
 - Controlled substance-which allows us to seize property
 - Ominous-this allows us proceeds if they have violations of state laws.
- 265-400-671 and 265-400-676 are the funds used for the IRS reimbursement.
- An approximate \$32,000 shortfall is expected for 2016 and an \$1800.00 shortfall for 2017. These amounts may change due to the sporadic reimbursement for forfeitures.

Comments were received from Chief Kipp and Council Member Elect Lawler.

G. Fund 732-Public Safety Pension Trust

Finance Director updated the Council on the Public Safety Pension Trust Fund as follows:

- Public Safety Officers and firefighters have their own pension fund.
- This fund is handled by Loomis Sales and First Merit Bank.
- Auditors have been impressed with how over funded this account is and has been.
- We have received a good return on our investment.
- 732-000-874 is the expense that is paid out to retirees each year.

Comments were received from Council Member Brown.

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

No comments were received.

VI. Adjournment

Decker moved, Krause supported, CARRIED, to adjourn study session. (5-0 vv)

Mayor Domingo adjourned the meeting at 9:07 p.m.

Date

Jill Domingo
City Clerk

City of Albion
City Council Meeting
November 21, 2016

I. Call To Order

Mayor Pro Tem French opened the regular session at 7:00 p.m.

II. Moment of Silence To Be Observed

III. Pledge of Allegiance

IV. Roll Call

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

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; John Tracy, Director Building, Planning & Code Enforcement and Bill Timmins, Public Safety Officer.

V. Mayor & Council Member's Comments

Comments were received from Council Member Reid.

VI. Presentations

A. Art Connect Project w/ Albion Recreation Department-Nobel Schuler

The Art Connect Project is a Calhoun County Arts Initiative funded by the Battle Creek Community Foundation and is a collaboration of the Albion Recreation Department and Schuler Arts Creativity Retreat Center.

The Art Connect Project connects the following:

- Connecting Art & Recreation-Expanding & enhancing recreational programming.
- Connecting Art & People-Providing 48 free art classes to children, adults and families.
- Connect Art & Communities-Providing 10 learning programs throughout Calhoun County.

- Connecting Art & 7 Calhoun County Artists-Developing creative and professional exchange.
- Connecting Art & 3 Albion Artists-Providing a year of free studio workspace at Schuler Arts.
- Connecting Art Centers-Providing exhibitions at Schuler Arts and the Art Center of Battle Creek.

Project Goals-The project aims to embrace and enhance the relationship between art and recreation, engage and connect Calhoun County residence and artists and promote the arts to children, teens, adults and families. In addition to the classes, art displays and community learning presentations the Art Connect Project is providing a year of free studio work space at Schuler Arts for three Albion visual artists for professional development and creative exchange.

Artists/Teachers-Seven participating artists represent a wide spectrum of art-making practices and mediums to include Bobbie Van Eck, Jerome Washington, Craig Bishop, Sabine LeDieu, Pete Williams, Maureen Reed and Nobel Schuler.

Comments were received from Larry Williams, Recreation Director who stated this allowed the Recreation Department to expand the Recreation programming and to help meet the needs of the entire community.

Pam Schuler stated the program has allowed for lots of “connect” stories from all over the area.

B. Albion Malleable Brewery, LLC.-Ben Wade, Charles Moreau & John Rogers

Ben Wade updated the Council with the following information on Albion Malleable Brewery:

- The owners of Albion Malleable Brewery LLC are Charles Moreau, John Rogers and Ben Wade w/ investment from New Albion Impact Group (NAIG)
- Albion Malleable Brewing Company will be a production microbrewery and taproom located at 420 South Superior Street.
- The site will occupy 3600 square feet.
- Taproom will include seating and service areas as well as a small kitchen with limited menu.
- Major construction in 2017
- Project to open the third quarter 2017

- The Project timeline is as follows:
 - 2016:**
 - Purchase Building
 - Architectural Design
 - Demolition
 - Completion of Fundraising
 - Selection of General Contractor
 - 2017:**
 - Major Construction
 - Application for Micro Brewery License
 - Brewhouse purchase & fabrication
 - Hiring & training of staff
 - Project to open Q3 2017
- Potential Impact on City of Albion
 - 750 K to 1 M investment in new business in Downtown Albion
 - Strategically located as anchor on south end of Superior Street
 - Creates foot traffic between downtown businesses
 - Bohm Theater
 - Courtyard by Marriott Hotel
 - Opportunities for strategic partnerships with other Albion Initiatives such as the Albion Food Hub.
- Creating jobs
 - Potential for up to 15 full time equivalent positions in the first year
 - Additional jobs to accompany growth
- Unique feature of the building will be roll up doors on the front of the building.
- Future Plans:
 - Move the sidewalk and curb south into Ash Street
 - Create café seating between building and sidewalk
 - Special use permits for manufacturing
 - Re-design the area around the brewery

C. Comprehensive Plan Update-Rosalyn Jones

Rosalyn Jones gave the following update on the Comprehensive Plan:

The goals and objectives are now prioritized as follows:

- **Goal 1-Retain and attract jobs to Albion by supporting business growth, development, and attraction**

- ❖ *Objectives:*

- Encourage broader participation with local stakeholders (public, private, non-profit, higher education, civic, and business) in the formulation of Albion's economic diversification strategy (1-3 years)
- Work with the EDC to strengthen Albion's workforce development network and connect Albion's talent base with employment opportunities (e.g. partnering with Michigan Works, Albion College Career & Internship Center, etc.) (1-3 years)
- Continue support for programs and initiatives that foster entrepreneurship (e.g. promote Albion business incubators and encourage entrepreneurship among all segments of the population, including minorities, women, and youth) (1-10 years)
- Work closely with the Albion EDC, Chamber and other partner entities to support local businesses with a proactive business retention and development strategy (1-3 years)
- Work with the Albion EDC, businesses, developers, and others to encourage reuse and redevelopment of brownfield sites (1-10 years)
- Highlight the progress of Albion's economic development strategy within the framework of the City's comprehensive marketing strategy (1-10)

- **Goal 2- Deliver high-quality municipal services that improve the quality of life in Albion**

- ❖ *Objectives:*

- Take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community (1-2 years)
- Develop/formalize a Public Services Plan to determine needed enhancements in city administration, public safety, community health, and overall municipal services (1-5 years)
- Develop a Capital Improvements Plan to enhance and maintain quality technological and physical infrastructure. Infrastructure

includes: Roads and sidewalks; parking; water, sewer, and storm sewer utilities, dam and millrace removal (1year)

- Evaluate and implement appropriate fiber optic communications and other emerging technology infrastructure in order to address the current and future needs of the community's diverse array of stakeholders (1-5 years)

- **Goal 3- Achieve consistency between the existing zoning code and the City's long-term goals for housing, commercial, and industrial development**

- ❖ *Objectives:*

- Evaluate and implement changes in the zoning code and maps that are necessary to achieve desired land use patterns and align with the goals of the Comprehensive Plan (1-2 years)
- Adopt and update standards in the zoning ordinance to improve non-motorized transportation and promote and encourage green infrastructure (1-2 years)

- **Goal 4- Strengthen and beautify Albion's neighborhoods**

- ❖ *Objectives:*

- Develop and implement a neighborhood revitalization strategy to eliminate blight, improve public safety and environmental health, and strengthen residential areas as well as former industrial sites that are in close proximity to neighborhoods (1-10 years)
- Work with private and non-profit housing developers and others to encourage infill forms of development and the redevelopment of vacant, underutilized and brownfield sites as a priority (1-10 years)
- Expand, diversify and market housing options to meet the needs of residents of varying life stages, life styles and income levels (e.g. Senior/retirement living, College corridor neighborhood, downtown lofts, affordable and low income housing, etc.) (1-10 years)
- Develop and implement a certification/registration program for rental and vacant properties (1-2 years)
- Identify neighborhood groups who can serve as ambassadors and champions for their respective areas (1-3 years)
- Highlight progress and achievements as part of the City's comprehensive marketing strategy (1-10 years)

- **Goal 5- Stabilize the downtown, enhance its historic character, and support its economic growth**

- ❖ *Objectives:*

- Find creative ways to increase the number of Downtown Development Authority (ODA) initiatives (1-3 years)
- Attract commercial development to the downtown that will serve the needs of the community and complement the existing mix of businesses (e.g. restaurants, retail, entertainment, etc.) (3-5 years)
- Analyze and evaluate the City's parking situation and create a plan for improving parking management and balancing parking space supply with demand. (1-3 years)
- Maintain a robust non-profit sector, while monitoring the balance between non-profit and revenue generating development in the downtown district in order to expand and build the tax base (1-3 years)
- Explore the establishment of a historic district commission (1year)
- Continue to create incentives and attractions for residents, college students and tourists to visit the downtown (e.g. Hotel, Bohm Theater, Kids N Stuff, the Ludington Center) (1-Syyears)

- **Goal 6-Support and strengthen a Pre K-16 education system for the community**

- ❖ *Objectives:*

- Continue joint meetings with Marshall Public Schools, Albion College, other area schools and community partners to assess, document and support a comprehensive, "post-annexation" K-16 education strategy (ongoing}
- Strengthen and promote City programs (summer and after school tutoring, the arts, recreational programs, etc.) that support youth in and around Albion (1-5 years)
- Utilize Albion College and other institutions of higher education to support college preparation and access. Strengthen the Albion College Access Network (1-3 years)
- Highlight progress and successes in the educational arena as part of the City's comprehensive marketing strategy (1-10 years}

- **Goal 7- Build capacity and a network of organizations and services to address poverty and meet the needs of residents who cannot afford basic services**

- ❖ *Objectives:*

- Update comprehensive community needs assessments and asset maps to identify assets and determine needs (1-2 years)

- **Goal 8-Improve Albion's transportation network to accommodate and promote various modes, including walking, biking, automobiles, passenger rail and public transportation**

- ❖ *Objectives:*

- Develop a motorized public transportation plan working in conjunction with the Calhoun County Transit system, Albion-Marshall Connector and other strategic partners (1-5 years)
- Develop a non-motorized travel plan (1-5 years)
- Encourage walking, biking and other recreation by strengthening Albion's non-motorized trail network within the city as well as its connections with the region's non-motorized network (e.g. Iron-Belle Trail, North Country Trail, Kalamazoo River Water Trail, etc.) (1-3 years)
- Establish Albion as a "Trail Town" (1-2 years)
- Fortify relationships with MDOT, AMTRAK, Greyhound and regional transportation partners and authorities to coordinate improvements to major streets and public transit systems (1-5 years)
- Highlight progress, achievements, and testimonials as part of the City's comprehensive marketing strategy (1-10 years)

- **Goal 9-Focus planning and resources to enhance and transform the city's major corridors**

- ❖ *Objectives:*

- Develop a Corridor Improvement Plan that strengthens the visual and physical connections between the Downtown Commercial District, Albion College, the 1-94 Business Corridor, and Austin Avenue, and the south entrance on M-99 (1-5 years)
- Enhance the City's major gateways (as described above) with appropriate landscaping, streetscaping, and signage (1-10 years)

- Explore the possibility of establishing a Corridor Improvement Authority (1-2 years)
- Work with surrounding communities to extend/connect Albion's major corridors to the region (e.g. establishing an MLK corridor between Albion and Marshall, and complementing corridors with non-motorized, regional trail systems) {1-5 years}
- Highlight progress and achievements as part of the City's comprehensive marketing strategy (1-10 years)

*** This goal may provide an opportunity to partner with the Albion Economic Development Corporation.*

- **Goal 10-Forge local, regional and global collaborations that support the City of Albion -- its people, its needs and its opportunities.**

❖ *Objectives:*

- Work in collaboration with local and regional partners and AmeriCorps VISTA volunteers to assess community needs, increase organizational capacity and expand access to education, health care, quality food, economic opportunity and the overall quality of life for all residents (1-3 years)
- Develop a local food culture through increased access to healthy food and nutrition education that utilizes community resources including businesses, farms, community gardens, farmers market, Food Hub, and other organizations {1-5 years}
- Strengthen and increase the number of strategic collaborations with global partners (e.g. Noisy-le-Roi and Bailly, France, the Albion College/Global Liberal Arts Alliance, etc.) that bring international perspective and attention to Albion (1- 5 years)
- Develop and utilize a Partnership & Collaboration Agreement with appropriate community partners (tbd) to further define goals, objectives and roles (1-3 years)
- Develop a comprehensive marketing strategy, working in collaboration with partner entities, to promote Albion as a desirable place in which to live, play, study, and invest (1-5 years)
- **Goal 11-Support networks and systems that promote healthy living**

❖ *Objectives:*

- Partner with the Food Hub and other local organizations to increase access to healthy, affordable, and nutritious food (1-3 years)
- Partner with the Food Hub and other local organizations to promote food security and public-health by encouraging and supporting locally-based food production and distribution, e.g. the Farmers Market and community gardens (1-5 years)
- Partner with various healthcare providers, patient advocacy groups, transportation services, AmeriCorps VISTA, and other stakeholders to support healthcare access and wellness programming in Albion (1-3 years)
- Enhance safe walking and cycling routes for citizens through transportation, land use, and design decisions (1-5 years)

**** Goal # 11 was added to the Plan.*

Next Steps:

- *Continue with the momentum of completing the Comprehensive Plan*
- *Continue future land use*
- *Zoning*
- *Outreach to adjacent communities*

Comments were received from City Manager Mitchell.

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

Comments were received from Council Member Elect Marcola Lawler, 918 N. Berrien St.; Bill Dobbins, 15901 E. Michigan Avenue; Jim Stewart, 214 W. Oak St. and City Manager Mitchell.

VIII. **Consent Calendar (VV)**

A. **Approval Regular Session Minutes – November 7, 2016**

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

IX. **Items for Individual Discussion**

A. Request Approval Resolution # 2016-66, A Resolution Approving On-Premises Liquor License Application for Albion Malleable Brewing Company (RCV)

Comments were received from City Manager Mitchell.

Krause moved, Decker supported, CARRIED, to Approve Resolution # 2016-66, A Resolution Approving On-Premises Liquor License Application for Albion Malleable Brewing Company as presented. (5-0 rcv)

B. Discussion/Hateful Vandalism

City Manager Mitchell stated the two individuals responsible for the hate filled expressions painted on buildings and properties have been arrested. They would like anyone who had this vandalism on their buildings or properties to forward a copy of their clean-up cost to either the City Manager or the Chief of Public Safety so they can be sent over to the prosecutor's office.

Council Member Krause and French stated the community came together to stand against this type of vandalism and to stand united in opposition of this type of hate.

C. Discussion/Approve Sale of City Owned Vacant Lots (RCV)

City Manager Mitchell stated the charter amendment passed which allows the City to sell adjacent properties. The City would like to mirror Calhoun County's side lot program while trying to cover the City's cost and also get them added back onto the tax roll. Properties may be split if two adjacent owners are interested in the same piece of property.

Council Member Elect Janette Spicer asked how the adjacent property owners will be notified

City Manager Mitchell stated a public notice will be sent to the paper and will be posted on the City's website. Adjacent property owners will also receive a letter.

Additional comments were received from Council Members French and Krause and Department of Building, Planning & Code Enforcement Tracy.

Brown moved, Krause supported, CARRIED, to Approve the Sale of City of Albion Properties at the Proposed Sale Price as presented. (5-0, rcv)

D. City Manager Report:

City Manager Mitchell updated the Council with the following:

- A baby shoe has been found in the Council Chambers
- The Comprehensive Plan is moving forward. Many thanks to Rosalyn Jones-The City would not be as far along with the plan or done near as quickly without her help.
- A Public Hearing will be held by the Planning Commission at a special meeting on Monday, November 28th, 2016 at 7:00 pm. in the council chambers.
- A special meeting will be held for Albion City Council on Wednesday, November 30th at 7:00 p.m. in the Council Chambers to approve Phase 1 of the Comprehensive Plan.
- Wednesday, November 30th, the Council will have a budget study session following the Special Council meeting.
- December 5th, 2016 will be the Public Hearing for the 2017 budget.
- December 19th, 2016 will be the adoption of the 2017 budget.
- Last week, the City had a very successful art exhibit at City Hall.
- The employee of the month is Jim Lenardson, Director of Public Services.
- City Hall will be closed Thursday, November 24th, 2016 and Friday, November 25th, 2016 in observance of the Thanksgiving Day holiday.

G. Future Agenda Items

No future agenda items were received.

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

Brown moved, Krause supported, CARRIED, to Excuse Council Member Barnes and Mayor Domingo. (5-0, vv)

X. Citizen's Comments

Comments were received from Mike Bearman, 11016 29 Mile Rd.; Wayne Arnold, 906 Hall St; Council Member Elect Sonya Brown, 713 Orchard Dr and Bill Dobbins, 15901 E. Michigan Avenue.

XI. Adjournment

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

Mayor Domingo adjourned the meeting at 8:10 p.m.

Date

Jill Domingo
City Clerk



CITY OF ALBION
Office of the City Manager
Sheryl L. Mitchell

112 West Cass Street ♦ Albion, MI 49224
517.629.7172 ♦ smitchell@cityofalbionmi.gov

MEMO

TO: Honorable Mayor and City Council
FR: Sheryl L. Mitchell, City Manager
DA: November 28, 2016
RE: **Council Items and City Manager's Report**

Council Agenda Items:

- A. **Request Approval Michigan Municipal League Membership Dues - \$5,601.00.** This is the annual renewal of membership to the Michigan Municipal League. Services include: information, elected official training (fee); insurance programs, executive search services. The dues exceeds \$5,000 and requires Council approval.
- B. **Request Approval Resolution #2016-67, Contract with MDOT for M-99/Superior Street Project.** The Michigan Department of Transportation has prepared MDOT Contract No. 16-5363, which provides for MDOT to perform streetscape, replacement construction improvements along Highway M-99. The total project cost is \$2.09 million. The City's share is \$85,500. City Council previously adopted resolutions in support of the M-99/Superior Street project.
- C. **Request Approval Resolution #2016-68. Approval of Comprehensive Plan – Phase 1.** The Albion Planning Commission held a Public Hearing on November 28, 2016 and is making a recommendation to Council for approval.
- D. **Discussion/Consideration of Moving Forward with Single Hauler Contract.** On November 7, 2016, City Council moved to approve the Single Hauler Proposal as presented. Direction is needed from Council on if the City Administration is to move forward with negotiating the terms of an agreement with an identified vendor and when should this be brought back for council consideration.
- E. **Discussion/Approval Second Addendum to the City of Albion Senior Citizens Housing Facilities Trust.** Council had previously approved extending the expiration of the Albion Trust until Nov. 30th. The Trustees have raised questions regarding the proposed language that includes references to the Fire Barn Bonds. Attorney Charles Robison is scheduled to meet with Council on December 5th. The resolution extends the Trust Agreement until Dec. 30, 2016, to allow an opportunity to reach agreement on the appropriate language.



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE

2016 - 2017

Albion

ID: 6

Date: 10/01/2016

Membership Period: 12/01/2016 - 11/30/2017

	<u>Current Balance</u>
* MML Dues	5,092.00
** Legal Defense Fund	509.00
	<hr/> \$5,601.00

Total Due by December 01, 2016:
\$5,601.00

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)

(Date)

* MML dues include annual subscriptions to *The Review* for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

** The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

See what the League can do for you by visiting www.mml.org

Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48107-7409
800-653-2483

October 11, 2016

Mrs. Jill A. Domingo
City Clerk
Albion
112 W. Cass St.
Albion, MI 49224-1731

Dear Mrs. Domingo,

Thank you for your continued participation and support of the Michigan Municipal League. The League is leveraging our access to key leadership to fight issues vital to our members, including a significant municipal finance/SaveMiCity.org initiative that we recently launched. This past year the League was intimately involved publicly and behind the scenes on numerous topics facing our communities. Most notably, we successfully led the charge-first in Lansing and then in federal court-against SB 571/PA 269 also known as the gag order law regarding what communities can and can't say on local ballot issues. We were also able to change the debate on the now-stalled proposed changes to the historic district laws, eliminating key provisions that would have endangered local historic district laws, and we are currently working with legislators to correct the Dark Stores tax loophole issue that is negatively impacting property assessments around the state.

Here at the League, we're passionate about cultivating vibrant, unique, and people-focused places across the state. We know local communities are Michigan's greatest centers for change and our new Civic Innovation Labs will bring interactive and inspirational programming to educate, connect, and empower local leaders to get things done. Our unique programming offers people who love where they live the opportunity to learn, share, and test ideas that can transform their community.

The League's Board of Trustees recognizes the strained financial conditions present in many Michigan communities. We have worked very hard over the last several years to keep dues low, resulting in savings of over 20 percent. This year we are passing along a modest .3 percent inflationary adjustment to League dues.

The true power of the League comes from the combined voices of communities across Michigan. Together we can make a real difference. Your Michigan Municipal League membership is one of the best investments your community can make. Be sure to maximize your membership by contacting us with your questions, and by actively participating at League events. Thank you for your support. We look forward to our continued partnership with your community.

Sincerely,



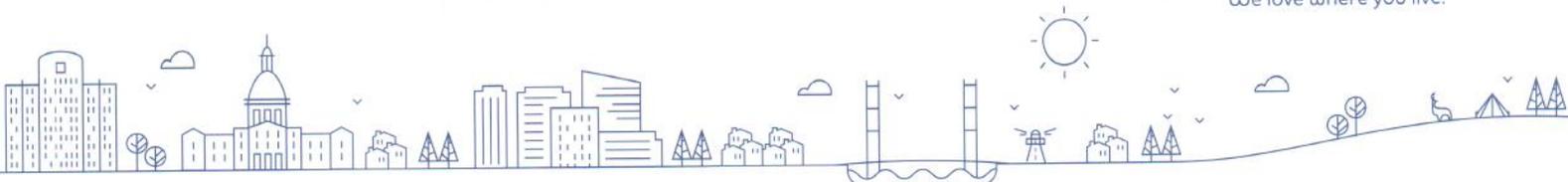
Daniel P. Gilmartin
Executive Director & CEO



Rosalynn Bliss
President, 2016-2017

Enc.

We love where you live.





michigan municipal league

Member Benefits at a Glance

Advocacy of Municipal Issues

- Legislative Advocacy – expert advocacy and dedicated representation at the state and federal levels on municipal issues
- Legislative Committees – member advisory committees help shape League-wide positions on important matters
- Legislative Link E-Newsletter – a weekly rundown of legislative activity
- Inside 208 Blog – timely conversations on legislative and advocacy issues

Information

- Inquiry Service – information and custom research on your municipal questions
- Center for 21st Century Communities (21c3) – tools to better position your community for the 21st century
- Directory of Michigan Municipal Officials* – annual listing of elected and key appointed city and village officials
- The Review* – bimonthly magazine geared specifically to the municipal audience
- Wage and Salary Database – searchable database of 143 titles, available to respondents of the annual online survey

Educational Opportunities (*member rates apply*)

- Convention and Capital Conference – gain tools to improve your community and receive the latest Lansing updates
- Seminars and workshops – on-site and online training opportunities
- Elected Officials Academy – certification program designed to help elected officials lead in the 21st century

Documents on the League's Website

- CrowdfundingMi.com – information and training on this important economic development tool
- E-Books, including: *Handbook for Municipal Officials* and *Handbook for General Law Village Officials*
- One-Pager *Plus* Fact Sheets – easy to read summaries of common municipal topics
- Sample contracts, ordinances, policies, resolutions, and Request for Proposals (RFPs)

Insurance Programs (*premiums apply*)

- League Workers' Compensation Fund
- League Liability and Property Pool
- League Sponsored BCBSM Program
- Unemployment Compensation Fund

Savings and Vendor Services

- Natural Gas Purchasing Program – a program designed to reduce your gas utility costs
- Telecommunications – cut your telecom costs by partnering with Abilita, a telecommunications consulting leader
- U.S. Communities Government Purchasing Alliance – favorable pricing to various products and services
- Business Alliance Program – vendors who provide services to the municipal market

Additional League Services (*member rates apply*)

- CDL Drug and Alcohol Testing Consortium – random testing program in accordance with DOT regulations
- Classified Ads – municipal job openings, as well as items for sale, on the League's website
- Consulting Services – draw on the League's expertise for your management consulting needs
- Executive Search Service – recruit the League to facilitate your executive search process
- Legal Defense Fund (LDF) – legal assistance to LDF member municipalities in cases that have statewide impact

Questions? Contact (800) M-LEAGUE;
Access the League's website by visiting www.mml.org.

RESOLUTION #2016-67

TO APPROVE CONTRACT #16-5363 WITH MDOT AND AUTHORIZE
THE MAYOR AND CLERK TO SIGN THE CONTRACT FOR THE CITY OF ALBION

HISTORY: The Michigan Department of Transportation has prepared and proferred MDOT Contract No. 16-5363, which provides for MDOT to perform streetscape, replacement construction improvements along Highway M-99. The proferred contract is in good form and acceptable to the City of Albion. The Mayor and Clerk must sign all City contracts to make them binding on the City according to Charter Section 15.1(b).

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

RESOLVED, that the terms of the MDOT Contract #16-5363 are acceptable to the City of Albion and the Mayor and Clerk are directed to sign the contract on behalf of the City.

I hereby certify that the above resolution was adopted on November 30, 2016 in a special session of the Albion City Council and this is a certified copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Clerk

SPECIAL TRUNKLINE
FEDERAL AID PROGRESS PAYMENT
ACT-51 AND ADDED WORK

DA
Control Section ST 13092; TAUL 13092
Job Number 116324A; 116324C;
131167A
Federal Item HK 1246; HH 9009;
RT 0550
Federal Project STP 1713(001);
STP 1313(390);
TAP 1713(002)
Contract 16-5363

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ALBION, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning streetscape replacement construction improvements along Highway M-99 within the corporate limits of the CITY; and

WHEREAS, the CITY has requested additional work in connection with a portion of the DEPARTMENT'S construction, which additional work in conjunction with the DEPARTMENT'S construction is hereinafter referred to as the "PROJECT" and is further described as follows:

PART A: JN 116324 (FEDERAL, STATE AND CITY PARTICIPATION)

Watermain relocation work along Highway M-99 from Ash Street to Vine Street; together with necessary related work, located within the corporate limits of the CITY; and

PART B: JN 116324 (100% CITY PARTICIPATION)

Purchase of additional bricks for the maintenance of the streetscape work along Highway M-99 from Ash Street to Vine Street; together with necessary related work, located within the corporate limits of the CITY; and

PART C: JN 131167 (FEDERAL, STATE AND CITY PARTICIPATION)

Brick pavement reconstruction work along Highway M-99 from Ash Street to Vine Street including landscaping and sidewalk construction work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A:	\$ 655,900
PART B:	\$ 800
PART C:	<u>\$1,442,500</u>
TOTAL:	\$2,099,200

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

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

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract.

The term "PROJECT COST" for the PART A and C portions of the PROJECT, as herein used, is hereby defined as the cost of construction or reconstruction of the PART A and C portions of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PART A and C portions of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

The term "PROJECT COST" for the PART B portion of the PROJECT, as herein used, is hereby defined as the cost of construction or reconstruction of the PART B portion of the PROJECT including the costs of purchasing additional bricks necessary for the completion of the PART B portion of the PROJECT as determined by the DEPARTMENT.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

6. The CITY will approve the design of the PROJECT and shall accept full responsibility for the design with respect to the facilities functioning as a part of the CITY'S facilities. Any approvals by the DEPARTMENT are for its own purposes and are not to nor do they relieve the CITY of liability for any claims, causes of action or judgments arising out of the design of the facilities.

7. The PART A and C portions of the PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PART A, B, and C portions of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>
DEPARTMENT -	50%	0%	91.25%
CITY -	50%	100%	8.75%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	<u>TOTAL ESTIMATED COST</u>	<u>FED AID</u>	<u>BALANCE AFTER FEDERAL AID</u>	<u>DEPT'S SHARE</u>	<u>CITY'S SHARE</u>
PART A					
Constr. & CE	\$ 580,200	\$ 474,900	\$105,300	\$52,650	\$52,650
PE	\$ 75,700	\$ 62,000	\$ 13,700	\$ 6,850	\$ 6,850
PART B	\$ 800	\$ -	\$ 800	\$ -	\$ 800
PART C	<u>\$1,442,500</u>	<u>\$1,154,000</u>	<u>\$288,500</u>	<u>\$263,300</u>	<u>\$25,200</u>
TOTAL	\$2,099,200	\$1,690,900	\$408,300	\$322,800	\$85,500

Participation, if any, by the CITY in the acquisition of trunkline right-of-way for PART A of the PROJECT shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

For the PART A portion of the PROJECT COST, the PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs. For the PART C portion of the PROJECT COST, the CE costs will be apportioned in the same ratio as the actual direct construction costs.

8. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

9. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

10. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

11. With respect to that portion of the PROJECT under the ownership or control of the CITY:

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

that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

12. The CITY certifies, by execution of this contract, that, upon completion of construction of the PROJECT and at no cost to the PROJECT or the DEPARTMENT, it will:

- A. Properly maintain or provide for the maintenance and operation of the of the sidewalk, watermain, tree planting, and brick paver portions of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.
- B. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior approval of the DEPARTMENT and the FHWA.
- C. If at any time in the future, the pavement for parking bays is required for trunkline purposes, the DEPARTMENT shall take over and use such extra width pavement without replacement of the facility or reimbursement to the VILLAGE.

13. The CITY, in conformance with Federal Aid Policy Guide (FAPG) Chapter I, Subchapter G, Part 630, Subpart C: Project Agreements, stipulates the following with respect to its specific jurisdiction of the PROJECT:

- A. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
- B. That it agrees to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
- C. That as a condition of Federal aid pursuant to this contract the CITY shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under, or to benefit from this contract, is under consideration to be listed on the EPA List of Violating Facilities.

14. Failure of the CITY to fulfill its responsibilities as outlined herein may disqualify the CITY from future Federal-Aid participation in projects on roads or streets for which it has maintenance responsibility. Federal-aid may be withheld until such time as deficiencies in regulations have been corrected and the improvements constructed as the PROJECT are brought

to a condition of maintenance satisfactory to the DEPARTMENT and the FHWA.

15. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF ALBION

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By Joseph Curran
Title: Mayor

By _____
Department Director MDOT

By Jill Domingo
Title: City Clerk

FORM APPROVED
11/14/16
AMP
ASSISTANT
ATTORNEY

RDB
11/4/16

[Signature]
Administrator
Real Estate
11/17/16
Date

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

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

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

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

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

**RESOLUTION #2016-68
ADOPTING THE CITY OF ALBION
COMPREHENSIVE PLAN – PHASE 1**

WHEREAS, the Michigan Planning Enabling Act, MCL 125.3801 *et. Seq.* (“MPEA”) authorizes the Planning Commission to prepare a Comprehensive Master Plan for the use, development and preservation of all lands in the City; and

WHEREAS, the City of Albion issued a Notice of Intent to Prepare a Master Plan Update on July 7, 2016, in accordance with the requirements of the Michigan Planning Enabling Act (Public Act 33 of 2008 as amended); and

WHEREAS, the Albion Planning Commission prepared an updated Comprehensive Plan and submitted such plan to the City Council for review and comment; and

WHEREAS, the City of Albion issued Notice of Public Comment on the Recommendation of the Five Year (2017-2021) Comprehensive Plan Phase 1; and

WHEREAS, the Albion Planning Commission held a public hearing on November 28, 2016, to consider public comment on the proposed new Comprehensive Plan – Phase 1; and

WHEREAS, after the public hearing was held, the Albion Planning Commission voted to approve the new Comprehensive Plan – Phase 1 on November 28, 2016 and recommended approval of the proposed Comprehensive Plan to the Albion City Council; and

NOW, THEREFORE BE IT RESOLVED that the City of Albion hereby:

- 1. *Adopts the 2017 Comprehensive Master Plan – Phase 1.*** The City of Albion Planning Commission hereby approves and adopts the proposed Comprehensive Plan, including all of the text, figures, charts, graphs, maps, and other descriptive materials contained therein.
- 2. *Approval by the City Council.*** Pursuant to MCL 125.3843 and Resolution #2016-36, the Albion City Council has asserted its right to approve or reject the proposed Comprehensive Plan and therefore, the approval granted herein is not the final step for adoption of the plan as provided in MCL 125.3843.
- 3. *Finding of Fact.*** The Planning Commission has made the recommendation based on a review of the existing Comprehensive Plan provisions, input from public, as well as, elected and appointed officials, through community surveys, forums, and at the public hearing. The Albion City Council also finds that the new Comprehensive Plan – Phase 1 will accurately reflect and implement the City’s vision, goals and objectives.
- 4. *Effective Date.*** The new Comprehensive Plan – Phase 1 will become effective on the date it is approved by the City Council.

Motion by Council Member _____ and supported by _____ to approve the foregoing resolution.

AYES _____

NAYS _____

ABSENT _____

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the above resolution was adopted on November 28, 2016, at a special meeting of the Albion Planning Commission, and this is a true copy of that resolution.

Jill Domingo, Clerk

November 28, 2016

SECOND ADDENDUM TO CITY OF ALBION
SENIOR CITIZENS HOUSING FACILITIES TRUST

The City of Albion previously formed the City of Albion Senior Citizens Housing Facilities Trust in 1996 to manage various assets on behalf of the City. That trust expired on or about October 23, 2016. The Albion Trust was previously extended by City Council until November 30, 2016. A new and/or modified trust is being prepared to continue future management of the assets on behalf of the City. Until that trust is completed, it is in the best interests of the City for the current trust to continue. As such, this addendum is submitted to supplement that original trust as follows:

1. The trust term described in Article II, subsection 4 of the Trust is hereby extended until December 31, 2016, or until such time as the City adopts a new trust to manage the investable assets of the senior citizens housing facilities, whichever shall occur first;

2. All other terms of the trust shall remain unchanged;

GRANTOR:

Witnessed:

CITY OF ALBION, State of Michigan

By _____

Joseph Domingo
Mayor

By _____

Jill Domingo
City Clerk

STATE OF MICHIGAN)
 :SS
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of November, 2016 by Joseph Domingo and, Jill Domingo, the Mayor and City Clerk, respectively, of the City of Albion.

Notary Public
Calhoun County, Michigan
My Commission Expires: _____

TRUSTEES:

Witnessed:

DATED: _____, 2016

STATE OF _____)

:SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____.

Notary Public
 Calhoun County, Michigan
 My Commission Expires: _____

STATE OF _____)

:SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____.

Notary Public
 Calhoun County, Michigan
 My Commission Expires: _____

STATE OF _____)

:SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____.

Notary Public
Calhoun County, Michigan
My Commission Expires: _____