



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.

Garrett Brown
Mayor

Maurice Barnes, Jr.
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Sonya Brown
Council Member
3rd Precinct

Marcola Lawler
Council Member
4th Precinct

Jeanette Spicer
Council Member
5th Precinct

Andrew French
Council Member
6th Precinct

Sheryl L. Mitchell
City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

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

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

AGENDA

COUNCIL MEETING

Monday, December 19, 2016

7:00 P.M.

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. PRESENTATIONS
 - A. Update on Bohm Theatre
 - B. Introduction of Public Safety Officer Dan Riley
 - C. Update on SAW Grant & MEDC/ Special Legislative Grant
 - D. Presentation – Rural Health Network Proposal
- 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 Budget Session Minutes, November 30, 2016
 - B. Approve Regular Session Minutes-December 5, 2016
 - C. Approve Study Session Minutes-December 5, 2016
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval Resolution # 2016-68, Adopting the City of Albion Comprehensive Plan-Phase 1



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- B. Request Approval Resolution # 2016-72, Approve 2016 Budget Amendments (RCV)
 - I. Request Approval Resolution # 2016-73, Approve Amendment to 2016 Budget to Meet Debt Service Requirement (#363-930-899)
- C. Request Approval Resolution # 2016-74, FY 2017 Budget Appropriations (RCV)
- D. Request Approval Resolution # 2016-75, A Resolution Supporting the Peabody Project (RCV)
- E. Request Approval Resolution # 2016-76, Approval to Retain Additional Services of Fleis & Vandenbrink for Engineering Work (for the Special Legislative/MEDC Grant at the WWTP) (RCV)
- F. Request Approval Resolution #2016-77, A Resolution Supporting the Rural Health Network Grant Proposal and Memorandum of Agreement (RCV)
- G. Request Approval Amended Albion Trust Agreement (RCV)
- H. Discussion/Approval of Letter of Understanding Between the City of Albion, the Albion Department of Public Safety and Police Officers Association of Michigan
- I. Request Approval Resolution #2016-71, A Resolution to Approve Department of Public Safety Lease of Chevy Cruz
- J. Request Approval Resolution #2016-78, Fund Balance Policy (RCV)
- K. Consideration/Approval of 2017 Fee Schedule (RCV)
- L. Discussion - Austin Avenue and the Albion Malleable Iron site
- M. City Manager Report
- N. Future Agenda Items
- O. 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 30, 2016

I. Call To Order

Mayor Domingo opened the study session at 7:25 p.m.

II. Roll Call

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

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk and Tom Mead, Finance Director.

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 244-Economic Development

Amy Deprez, EDC President updated the Council on Fund 244-Economic Development as follows:

- Fund 244 covers the Economic Development for the City.
- Account 244-000-671 (Other Revenues) is the contribution from Albion College to help support the EDC President's wages.
- They received a grant from the Battle Creek Community Foundation to hire a second position to support economic development in the City. This is an annual grant and will need to be applied for each year.
- The EDC has three full time positions with wages being split as follows:
 - **President of the EDC**- wages are split between Fund 244 (Economic Development) and Fund 247 (TIFA).
 - **Office Manager**-wages are split amongst Fund 244 (Economic Development; Fund 247 (TIFA); Fund 296 (Revolving Loan) and Fund 246 (Business Incubator).
 - **Food Hub Manager** is charged to Fund 731.

- Although funds have previously been transferred in from the 247-TIFA account to help cover economic development, no funds will be transferred for the 2017 budget.
- 100% of the President's time will be spent on economic development for the City.
- Albion College is making a contribution only that will be ongoing.
- Ms. Deprez stated she will be asking the EDC Board to approve a strategic plan at their next meeting and would like to bring it to Council once approved so they may see the direction the EDC will be going.

Comments were received from Council Members Barnes, Brown and Decker; Council Member Elects Brown and Lawler; Nidia Wolf, 409 Irwin Avenue and Mayor Domingo.

B. Fund 247-TIFA

Amy Deprez, EDC President updated the Council on Fund 247-TIFA as follows:

- A Tax Increment Finance Authority is a public financing method that is used as a subsidy for redevelopment, infrastructure, and other community-improvement projects. Through the use of TIF, municipalities typically divert future property tax revenue increases from a defined area or district toward an economic development project or public improvement project in the community.
- It is anticipated the tax capture will decline
- Fund 247-730-999 is a transfer out to the Business Incubator Fund 246.

Comments were received from Council Member Elect Lawler.

C. Fund 296-Revolving Loan

Amy Deprez, EDC President updated the Council on Fund 296-Revolving Loan Fund as follows:

- This fund allows for flexible financing when traditional loans are not an option.
- The EDC currently has two active loans being financed through the Revolving Loan Fund
- Interest is the revenue for this account and expenses are typical.

D. Fund 246-Business Incubator

Amy Deprez, EDC President updated the Council on Fund 246-Business Incubator as follows:

- The Business Incubator allows for a business to start out in a controlled setting and then move out.
- One business is currently operating out of the Business Incubator and the EDC is hoping to get another one.
- Account 246-729-676 (Reimbursements & Restitutions) is for partial utility reimbursement from tenants.
- \$31,690.00 grant will be used for marketing, web design and salaries for the Food Hub.
- The Food Hub is currently not generating enough revenue to cover expenses.
- EDC President Deprez and Food Hub Manager will be working on an aggressive marketing strategy to increase revenue.
- Account 246-731-671 (Other Revenues) \$25,000 of the \$48,000 are grants.
- Account 246-731-967 (Economic Development) is a USDA grant for \$8,000 that will be used for web design and marketing.
- Account 246-930-699 (Transfer In) is \$6,000 transferred from Fund 247 (TIFA).

Comments were received from Council Member French.

E. Fund 202-Major Streets

Finance Director Mead updated the Council on Fund 202-Major Streets as follows:

- Not many changes from last year
- The State has been increasing the revenues it gives to municipalities so we received a large increase in the gas and weight tax in account 202-000-579
- To be State compliant, we must have a ten year average of maintaining non-motorized transportation. We have previously been in compliance because we allocated funds to the trails, however, the ten years is nearly complete and we will need to re-allocate funds. Some of this was used in 2016 for sidewalk ramps and approach at Fitch Street.

F. Fund 203-Local Streets

Finance Director Mead updated the Council on Fund 203-Local Streets as follows:

- We received an increase in revenue from the State
- No major changes in the expense

Comments were received from Council Member French.

G. Fund 450-Street Improvement Fund

Finance Director Mead updated the Council on Fund 450-Street Improvement Fund as follows:

- This fund captures the incoming revenue from taxes.
- The funds will be transferred from this fund into Fund 452 (MDOT Street Reconstruction) for the M-99/Superior Street project.
- The City may also be able to do a local street project this year.

H. Fund 452-MDOT Street Reconstruction

Finance Director Mead updated the Council on Fund 452-MDOT Street Reconstruction Fund as follows:

- This fund will be used for the MDOT funding for the M-99/Superior Street project.
- We have \$2.1 million in federal/state grant funding for the project.
- The City's match will be \$85,500.

I. Fund 226-Solid Waste

Finance Director Mead updated the Council on Fund 226-Solid Waste Fund as follows:

- We have a slight decline in revenue due to the property tax decline.
- \$25,500 will be transferred to the General Fund as follows:
 - \$14,000 for Disposal of brush, grass, limbs, etc.
 - \$10,000 for Trash/dumpsters
 - \$1,500 for DPW building payment

- Going with a single hauler contract may significantly change leaf pick up in this fund.

J. Fund 590- Sewer Fund

Finance Director Mead updated the Council on Fund 590-Sewer Fund as follows:

- The increase in revenue is due to new businesses. A rate increase for the sewer fund is not reflected in this budget.
- Depreciation is a non-cash expense.
- We are expected to use the remaining \$526,500 balance of the \$1,624,000 Saw Grant in 2017.
- \$85,000 will be used to replace a second pump at the water treatment plant.
- \$146,900 will be transferred to the Honeywell Energy Debt payment.
- \$1,500 will to be transferred to the DPW Building Debt Service Fund.

K. Fund 591-Water Fund

Finance Director Mead updated the Council on Fund 590-Water Fund as follows:

- No rates increases are reflected in 2017 budget.
- Account 591-536-783 (Distribution Maintenance Suppl) \$99,500 represents \$40,000 in regular maintenance and \$59,500 as a match to the federal grant for the 2017 Superior Street water line work.

Comments were received from Council Members Barnes, French and Brown, Mayor Domingo and City Manager Mitchell.

L. Fund 661-Equipment Pool

Finance Director Mead updated the Council on Fund 661-Equipment Pool Fund as follows:

- The DPW departments pay rent into the Equipment Pool Fund to purchase new equipment. All equipment is then purchased through Equipment Pool.
- The 2017 budget is reflecting a 16% loss for 2017
- This fund needs to be researched to see how it may work better for the City.

M. Personnel & Salaries/Wages

City Manager Mitchell updated the Council on Personnel & Salaries/Wages as follows:

- An updated version of the proposed positions and wages has been given to the Council for all full time staff.
- The two major changes are the addition of a new Assistant City Manager Position and also a Wastewater/Water Manager position. The Wastewater/Water Manager is needed for the day to day activity and will need additional expertise for this position. The salary will be split between the Water and the Sewer Funds.
- The Public Safety Records Clerk/Human Resources Clerk classification is parallel with the Support Services position in the ACA union.
- The State anticipated changing the threshold for salaried positions to be \$47,500 to avoid overtime. Two positions are affected by this change: Director, Building, Planning & Code Enforcement and the City Clerk. The salary for these two positions will be raised to meet the threshold, along with their increased duties.
- Mayor Domingo asked if the pay for the PSO trainees could be looked at because the pay was so low for that position.

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

N. Fee Schedules

- City Manager Mitchell stated a corrected fee schedule will be sent to the Council.
- Cornerstone Inspections increases need to be added to the fee schedule.
- We may have a potential increase in water & sewer rates. The City is currently looking at a 30% increase in water rates and will do a sewer rate study through the SAW grant.
- The increase in rates will be brought to the Council in January or February of 2017.

Comments were received from Council Members Brown and Barnes and City Manager Mitchell.

O. Budget Wrap Up

Finance Director wrapped up the 2017 Budget with the following highlights:

- The 2017 budget is fairly conservative
- We maintain our capacity of staffing with a nominal increase
- We have secured grant funding for the 2017 M-99/Superior Street project
- The State reimbursement for 2017 will be increased to \$70,000 and we just received \$78,000 for our 2016 payment
- Account 101-260-802 will decrease from \$75,000 to \$50,000
- Due to the two changes listed above, the City will only need to use \$6,867 from the Fund Balance.
- Council Member Brown stated he checked with the Michigan Municipal League regarding training for the New Council and also for Boards and Commissions members. The charge for the MML to come here and provide that training would be \$1,500.00. This training would be provided the first quarter of 2017.
- Council Member Brown asked for the \$1500.00 for training be added to the Council's budget.
- With the \$1,500 addition for training, the amount used from Fund Balance will be increased to approximately \$8,600

Council Member Barnes left at 8:55 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).

No comments were received.

VI. Adjournment

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

Mayor Domingo adjourned the meeting at 9:05 p.m.

Date

Jill Domingo
City Clerk

City Of Albion
City Council Meeting
December 5, 2016

I. SINE DIE PROCEDURE

A. CALL TO ORDER

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

B. MOMENT OF SILENCE WAS OBSERVED

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Administration: Sheryl L. Mitchell, City Manager; Cullen Harkness, City Attorney ; Jill Domingo, City Clerk, Scott Kipp, Chief of Public Safety, Tom Mead, Finance Director, Danielle Nelson, Special Projects Manager; John Tracy, Director, Building, Planning & Code Enforcement and Jim Lenardson, Director of Public Services.

E. MAYOR AND COUNCIL MEMBERS' COMMENTS

Comments were received from Council Members Reid, Decker, Krause and French and Mayor Domingo.

F. CONSENT CALENDAR (VV)

A. Approval of Regular Session Minutes – Nov. 30, 2016

French moved, Krause supported, CARRIED, to Approve Consent Calendar as presented. (7-0, vv).

G. ADJOURNMENT SINE DIE

French moved, Krause supported, CARRIED, to Adjourn Sine Die. (7-0, vv)

H. REORGANIZATION OF THE COUNCIL

1. Oath of Office

City Clerk Domingo administered the Oath of Office to incoming Council

Members Sonya Brown, Marcola Lawler and Jeanette Spicer and Mayor Brown and then presented the new Council to Mayor Brown.

I. CALL TO ORDER

Mayor Brown called the regular meeting to order at 7:10 p.m.

J. ROLL CALL

Maurice Barnes (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5), Andrew French (6) and Mayor Garrett Brown.

Administration: Sheryl L. Mitchell, City Manager; Cullen Harkness, City Attorney ; Jill Domingo, City Clerk, Scott Kipp, Chief of Public Safety, Tom Mead, Finance Director, Danielle Nelson, Special Projects Manager; John Tracy, Director, Building, Planning & Code Enforcement and Jim Lenardson, Director of Public Services.

K. NOMINATION OF MAYOR PRO TEMPORE

Council Member Barnes nominated Council Member French.
Council Member Reid nominated Council Member Brown.

Comments were received from Council Member Barnes.

L. ELECTION OF MAYOR PRO TEMPORE

Barnes moved, **FAILED**, to Elect Council Member French as Mayor Pro Tempore. (1-6, rcv, Reid, Brown, Lawler, Spicer, French and Mayor Brown dissenting).

Reid moved, **CARRIED**, to Elect Council Member Brown as Mayor Pro Tempore. (7-0, rcv)

II. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Members Brown, Lawler and Spicer and Mayor Brown.

III. PRESENTATIONS

A. Mayor & Council Member Proclamations

Mayor Brown read aloud the Proclamation for former Council Member Beckie Decker-Precinct # 4 and former Council Member Cheryl Krause-Precinct #5 and

presented the proclamations to the former Council Members. Each received a standing ovation from the Council.

Akaiia Ridley and ShiTerriona Straham read aloud the Proclamation for former Mayor Joe Domingo and presented to him.

Harry Bonner and the Mayor's Youth Leadership presented a portrait by Jerome Washington of Mayor Domingo. Mayor Domingo asked the new Mayor and Council to designate the east wall of the Mayor's office for the Mayor's Youth Leadership Council and hang the portrait there.

Former Mayor Domingo received a standing ovation from the Council.

Comments were received from Harry Bonner and Joe Domingo.

B. Peabody Project

Bruce Johnston, Community Consultant updated the Council on the Peabody Project with the following information:

Owners and background of Project:

- ACE Investment Properties, LLC
 - Bill and Karen Dobbins
- Acquired building in 2015 with idea of renovation to help downtown
 - New retail opportunities
 - New rental opportunities
 - Bring back true mixed use building – Residential and Commercial
 - Be a part of the renovation of the downtown
 - Intentions are to help

Meet the Team:

- Architect – Randy Case, Architecture + design, Inc.
- Historical Consultant – Jessica Flores, Preservation Forward, LLC
- Project Consultant – Bruce Johnston, Revitalize, LLC
- Environmental Consultant – JP Buckingham, Tri Terra Environmental

Project Description:

- Historical Renovation of 400 S. Superior St – Peabody Block Building
- Complete Exterior Brick and Commercial Facade Renovation
 - Bring back exterior façade to 1920 design
- "Gut" interior rehabilitation of all three (3) floors
- Approximately 3000 sq. ft. of new commercial space upon completion
- 4 – two bedroom, historical, market rate apartments upon completion
- Elevator
- Parking
- Storage
- Fire Suppression throughout
- General Contractor – Coming soon!
- City of Albion

Impact:

- Estimated \$1.2 Million investment in Downtown Albion
- Creation of 4 residential rental units
- Renovated commercial space – serve the residents of Albion for years
- Jobs – commercial space should create 8-12 new jobs to serve community
- Historical renovation of 165 year old building
- Increase tax base for decades to come
- Anchor building along with Malleable Brewing for South Superior street
 - Creating foot traffic and vitality
- First mixed use renovation project of historical building
- Spur more investment and provide opportunities

Intangibles:

- Construction process will include the following:
 - Seek Albion Public Housing residents for construction jobs
 - Contractor recruitment process that will offer opportunities for local sub-contractors
 - Combined effort with City Administrator and Grant Administrator to provide opportunities to local workforce
- Show Opportunities to other building owners
 - Often, as the process of historical renovation takes place, other building owners will research and consider their options.
- Long term tax base
 - Once building is complete the tax base will become secure for decades to come. A complete, quality renovation cannot be “undone”.

Needs of Project:

- City Support – MEDC requires City to support and apply for grant on behalf of owners/developers
- Incentive – MEDC requires Cities that apply for funding to provide incentive.
 - Examples
 - Tax abatement
 - Tax sharing
 - Infrastructure
- City and Property Owner/developer form partnership that benefits all
- No existing funds will be requested as an incentive

Timeline for Application to MEDC:

- Phase I environmental review – COMPLETE
- Initial Architectural plans – COMPLETE
- Project Cost Estimating – By 12-12-2016
- Financial Proforma Complete – By 12-17-2016
- Bank Letter of intent to fund – By 12-18-2016
- Owner Letter of intent to fund – By 12-18-2016
- City Support of Project -
- Respectfully requested by 12-31-2016
- Project pitch to MEDC – Early January 2017

Potential Project Timeline:

- City applies to MEDC for funding January 2017
- Grant awarded and all MEDC processes complete April 2017
- Construction begins May 2017
- Construction complete November 2017
- Apartments and Commercial space rented Christmas 2017

Next Steps:

- Meet with DDA and discuss tax abatement/sharing support
- Meet with City Administrator to coordinate request for December 19th meeting
 - Ask for approval to move forward with project that includes incentives and presentation to MEDC for project submission/grant consideration

Comments were received from Mayor Brown.

IV. PUBLIC HEARING

A. FY 2017 Budget

Mayor Brown opened the Public Hearing at 7:45 p.m.

City Manager Mitchell gave the following update on the FY 2017 Budget:

Property Taxes:

- Property Tax Revenues between 2013 and 2014 decreased by \$88,108 (8%)
- Property Tax Revenues between 2014 and 2015 decreased by \$76,752 (7.5%).
- Property Tax Revenues between 2015 and 2016 decreased by \$90,316 (9.3%).
- Property Tax Revenues between 2016 and 2017 are projected to decrease by \$45,000 (5.1%)
- Total General Fund Revenues for 2017 are projected \$3,650,752. Relatively flat from 2016 Revenues of \$3,649,411
- City Operating Millage rate 11.973600 is unchanged

General Fund-Fund 101:

- Total Revenues \$ 3,650,752
- Total Expenditures \$ 3,659,119
- Fund Balance Impact \$ (8,367)
- Ending Fund Balance \$ 1,131,855

2017 General Fund Balance:

- FY 2017 \$ 1,131,855
- 31% General Fund Balance Projected
- Issues Impacting Fund Balance
 - Labor Contract negotiations
 - Development Plans
- Infrastructure Projects
- Income Tax Collection-Increase of \$110,000

Collaboration of Services:

- Cost Saving Initiatives:
 - Assessing Services with the City of Marshall
 - Calhoun County for Recycling Program (\$7,000)
 - Calhoun County for Purchase/Storage of Road Salt
 - Continuation of Shared City/County Dispatch Services

City Manager-Dept 172

- Salaries and Wages-Restructuring of Positions

2016	Salary	Total Cost
HR Dir/Administrative Assistant to City Manager	\$ 44,172	\$ 61,285
Public Safety Records Clerk	\$ 18,458	\$ 20,093
	\$ 62,630	\$ 81,378
2017	Salary	Total Cost
Assistant City Manager	\$ 44,532	\$60,096
Public Safety Records/HR	\$ 30,332	\$ 43,376
	\$ 74,864	\$ 103,472

City Clerk-Dept 215

- There were 4 elections in 2016
- FY 2017 reflects decreases in contractual services and elections
- Salary adjusted to maintain overtime exempt status

Human Resources-Dept 226

- Salaries and Wages-decrease of \$11,649
- 2017 \$ 11,225
- 2016 \$ 22,874
- 2015 \$ 21,871

- Restructuring of Position
- Cost of position is shared 80/20 between Public Safety and Human Resources Departments

Finance-Dept 260

- Contractual Services-Increase from \$ 5,000 to \$ 50,000 for Income Tax Collection Assistance
- Projected 12% increase in Income Tax revenues (\$ 110,000)

Public Safety-Dept 345

- Salaries & Wages: Filling vacant officer positions and ADPS/HR Clerk position restructure
- Category

	<u>2016</u>	<u>2017</u>
Salaries & Wages	\$ 875,060	\$ 930,350
Part Time Wages	\$ 18,779	\$ 0
- Vehicles-Received USDA grant towards purchase of new vehicle. (Balance is paid in annual payments of \$ 12,818 in 2017 & 2018)

Code Enforcement-Dept 422

- Total Expenditures \$ 174,870
- Transfer in from Solid Waste to cover approximately ½ of contractual costs for code violation properties
- Cornerstone-Conducts permit inspections. Recent merger, no changes expected to impact Albion

Special Revenue Funds

- Albion Building Authority \$ 53,737
- Drug Law Enforcement \$ 53,929
- CDBG \$ 75
- Solid Waste \$ 213,000
- Recreation \$ 118,970
- Major Street \$ 677,495
- Local Street \$ 326,125
- Street Improvement \$ 202,250
- Sidewalk Program \$ 128,250
- MDOT Reconstruction Fund \$ 1, 443,300
- Maple Grove \$ 431,208
- **Total 2017 Special Revenue Funds:**

Revenues-\$ 3,648,339 Expenditures \$ 3,553,682

Major Streets-Fund 202

- Total Revenues \$ 677,495
- Total Expenditures \$ 574,900

(This includes Transfer to local streets \$123,000)

- Fund Balance Impact \$ 102,595
- Ending Fund Balance \$ 452,257

Local Streets-Fund 203

- Total Revenues \$ 326,125
- Total Expenditures \$ 317,743
- Fund Balance Impact \$ 8,382
- Ending Fund Balance \$ 90,297

Street Improvements-Fund 450

- 3.0 Mill approved in May 2015 for 5 years
- Total Revenues \$ 202,250
- Total Expenditures \$ 202,250
- Fund Balance Impact \$ 0
- Ending Fund Balance \$ 334,490

Sidewalk Program- Fund 367

- 10 year \$50/parcel assessment-final year is 2017
- Total Revenues \$ 128,250
- Total Expenditures \$ 128,250
- Fund Balance Impact \$ 0
- Ending Fund Balance \$ 267,314

Recreation- Fund 208

- 1.5 millage rate approved in 2015 for 3 years
 - Declining revenues requires reduction in staff hours
- Total Revenues \$ 118,970
- Total Expenditures \$ 123,411
- Fund Balance Impact \$ (4,441)
- Ending Fund Balance \$ 29,698

Solid Waste-Fund 226

- Total Revenues \$ 213,000

- Total Expenditures \$ 215,775
- Fund Balance Impact \$ (2,775)
- Ending Fund Balance \$ 49,298

Debt Service Funds

- GO Bonds \$ 110,400
- ABA-Maple Grove/Amb.-Fire Bond \$ 132,147
- DPW Building Dept \$ 15,000
- Energy Bond \$ 180,600

Water/Sewer Fund

- Steadily declining revenues
- Proposed 30% increase in water rates
- SAW grant will include a rate study for Sewer Rates
- 2017 submitting USDA grant for water tower upgrades and/or replacement
- \$ 950,000 MEDC grant for improvements
- Adding Waste Water/Water Management position

Sewer Fund- Dept 590

- Total Revenues \$ 2,667,750
- Total Expenditures \$ 3,029,450
- Fund Balance Impact \$ (361,700)
- Ending Fund Balance \$ 4,070,854

Water Fund-Dept 591

- Total Revenues \$ 918,300
- Total Expenditures \$ 1,093,800
- Fund Balance Impact \$ (175,500)
- Ending Fund Balance \$ 5,237,287

No public comments were received.

Mayor Brown closed the Public Hearing at 8:00 p.m.

No Council comments were received.

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

No comments were received.

- VI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Request Approval Resolution # 2016-69, A Resolution to Approve Michigan Economic Development Corporation Grant Agreement (RCV)

Comments were received from Council Members Barnes, Brown and French; Mayor Brown; City Manager Mitchell and City Attorney Harkness.

French moved, Barnes supported, CARRIED, to add an addendum to modify the Michigan Economic Development Corporation Grant Agreement to include language allowing for the City of Albion to receive monthly reimbursements. (7-0, rcv)

French moved, Barnes supported, CARRIED, to Approve Resolution # 2016-69, A Resolution to Approve Michigan Economic Development Corporation Grant Agreement with the above addendum. (7-0, rcv)

B. Request Approval Resolution # 2016-70, A Resolution for 90-10 Health Insurance Opt-Out (RCV)

Comments were received from Mayor Brown and City Manager Mitchell.

Barnes moved, French supported, CARRIED, to Approve Resolution # 2016-70, A Resolution for 90-10 Health Insurance Opt-Out as presented. (7-0, rcv)

C. Request Authorization to Close City Hall on Friday, December 16th from 1pm-3pm for the Employee Holiday Party (VV)

Comments were received from City Manager Mitchell.

French moved, Reid supported, CARRIED, to Approve authorization to close City Hall on Friday, December 16th from 1pm-3pm for the employee holiday party as presented. (7-0, vv)

D. City Manager Report

City Manager welcomed the new Mayor and Council Members. She updated the Council with the following information:

- The Economic Development Corporation at their December 1, 2016 meeting voted to approve a Memorandum of Cooperative Agreement with the Albion Reinvestment Corporation. Albion College/ARC agreed to contribute \$60,000 to EDC to support staffing and economic & community development. The Agreement remains active until June 30, 2017, at which point it can be reviewed, revised and/or extended.
- The Economic Development Corporation approved the strategic direction presented by CEO Amy Deprez. The priorities and objectives include: business development & attraction, community development, leveraging resources & education and structure, policies and procedures.
- The Albion Building Authority has moved forward with options on several of their properties.

E. Future Agenda Items

Council Member Barnes would like Austin Avenue and the Albion Malleable Iron site added to the next agenda.

F. Motion to Excuse Absent Council Member (s)

No action was necessary as all Council Members were present.

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

Comments were received from Lonnie Brewer, 200 N. Clinton St; Sheryl Price, Concord High School Principal; Danielle Nelson, 400 E. Cass St.; Council Members Spicer and Barnes and Mayor Brown.

VIII. ADJOURNMENT

Spicer moved, Lawler supported, CARRIED, to Adjourn the Regular Session. (7-0, vv)

Mayor Brown adjourned Regular Session at 8:25 p.m.

Date

Jill Domingo
City Clerk

City of Albion
Study Session
December 5, 2016

I. CALL TO ORDER

Mayor Brown opened the study session at 8:35 p.m.

II. ROLL CALL

Maurice Barnes (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5) and Andrew French (6) and Mayor Garrett Brown.

STAFF PRESENT:

Sheryl Mitchell, City Manager; Jill Domingo, City Clerk; Cullen Harkness, City Attorney; Tom Mead, Finance Director and Scott Kipp, Chief of Public Safety.

III. PUBLIC COMMENTS

No public comments were received.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. Discussion-Albion Trust-Chuck Robison

Chuck Robison, Trustee of the Albion Trust gave the following update on the Albion Trust highlighting the following:

- Mr. Robison has been in email correspondence with Jan Lazar pertaining to the new Trust agreement.
- City Attorney Harkness stated the amended Albion Trust reflects the original trust except for the items Council asked to have changed which are the appointments to the Board, terms of office, length of time before a person holding a City office may be appointed to the Board.
- The original trust began in 1996 as The Senior Citizens Housing Facilities Trust with Mr. Robison, Jan Lazar and Lou Steinberger as Board Trustees.
- The funds to begin the Trust were funds remaining from the construction of Maple Grove and HUDs participation.
- There were several bonds outstanding for money borrowed to build Maple Grove. The Trust was put in place to cover the bonds. If the project were unable to pay the bonds, the Trust would cover them.
- When the project was complete, Maple Grove was deeded back to the City of Albion. The City had Maple Grove for a short time and

made the determination they did not want to manage a senior housing facility and leased Maple Grove back to the Albion Building Authority to manage.

- HUD became involved with these types of projects back in the 1990's because the projects were in debt.
- HUD determines the market rate for apartments, what exclusions may be taken and what the adjusted income amount will be. The tenant's rent is 30% of the adjusted income and HUD pays the difference between the tenants rent and the market rate.
- The Trustees of the Senior Housing Facilities Trust were appointed, remained in office and were able to reappoint themselves to keep the Trust out of politics.
- Mr. Robison stated an annual accounting of expenses was given to the City each year. He passed out this year's annual report to the Council.
- The Trust's main function was to cover the debt of the bonds and take care of Maple Grove's residents, however, the Trust was able to help improve property for the City. If funds were not needed, the City could ask the Trust for money for projects. Funds were only permitted to be spent on certain things.
- Each expenditure that has been made from the Trust was made per a request from the City Council.
- Chuck Robison gave the actual bonds to City Attorney Harkness and all records pertaining to the Trust to City Clerk Domingo.
- Funds are no longer being added to the Albion Trust due to changes with HUD but we are earning approximately \$ 35,000 in interest.
- Mayor Brown asked about the revised Albion Trust that had been previously approved by the Council.
- City Attorney Harkness stated because a trustee of the Albion Trust had not signed the document, it was not valid. The concerns with the Firebarn in the first paragraph of the Albion Trust have been removed. It was unknown at the time of the Albion Trust Revision that the bonds for the Firebarn had been purchased so the bonds were an investment for the Albion Trust and were not being managed by the Trust.
- The Albion Trust and the bank loaned money to the Albion Building Authority to build the Firebarn. The repayment of these funds were given in bonds that earned interest.
- The Trustees have a fiduciary responsibility with the City.
- The Albion Trust gave money to the City that were permitted through Act 31 for a few of the following items:
 - Roof for the Department of Public Works
 - Electronic upgrades for the City
 - Help the startup of the Food Hub
 - Helped renovate the Ismon House.
- If the Trust were not reestablished, the Albion Building Authority would owe the City money and the City would hold bonds that were agreed to be paid by the Albion Building Authority.

- All references to the Firebarn have been removed in the amended Trust and changes were only made to the terms of office, appointments and length of term before an elected official made be appointed as a Trustee.
- The Trust has worked well. HUD is aware of the Trust and is accepting of the Trust. After the fire at Maple Grove, HUD has taken over management of the funds and must approve everything.
- Mr. Robison's opinion is the City would not want to lose HUD's participation and if it isn't broke, why fix it.
- The bonds for Maple Grove are outstanding for an additional five years and thirteen years for the Firebarn.
- The only change that had been made to the Trust in its lifetime was to change the name from the Senior Citizens Housing Facilities Trust to the Albion Trust.
- Trustees of the Albion Trust served with no compensation throughout the lifetime of the Trust.

Additional comments were received from Council Members Barnes and Lawler.

V. PUBLIC COMMENT

No comments were received.

VI. ADJOURNMENT

French moved, Spicer supported, CARRIED, to ADJOURN Study Session. (7-0, vv).

Mayor Brown adjourned the Study Session at 9:25 p.m.

Date

Jill Domingo
City Clerk

**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 having reviewed the recommendation by the 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, as 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 December 19, 2016, at a special meeting of the Albion Planning Commission, and this is a true copy of that resolution.

Jill Domingo, Clerk

December 19, 2016

Summary of Edits per City Council Recommendations

Proposed edits made to Comprehensive Plan per City Council recommendations from the Dec. 12, 2016 Special City Council Meeting. All changes are bolded.

- A. Added acknowledgements page
- B. Added Notice of Public Comment and Meeting Minutes from Planning Commission Public Hearing
 - a. Formality as the Public Hearing was required by law.
- C. Demographics: "Aging Population" – Page 14
 - a. Added language regarding efforts to attract a healthcare facility/extended after hours/urgent care to Albion.

Was:

"Since 1980, Albion has experienced a downward trend in the percentage of people ages 25-44. One contributing factor to the 23% decrease in the 25-44 age group between 2010 and 2000 is the exodus of the Baby Boom generation from this segment of the population. A second factor is the outmigration that occurred due to plant closings and economic dislocation. The lack of population growth coupled with the aging and retirements of Baby Boomers will undoubtedly impact the availability of labor in Albion and throughout the region, especially in construction trades and manufacturing skilled trades where an increasing number of Baby Boomers are retiring en masse. During the next 20 years, the aging of Baby Boomers will also have serious implications on healthcare and housing markets in Albion and throughout the region. In spite of these demographic changes and the increased need for health care services, Albion has lost its hospital. Many citizens who participated in the Town Hall meetings expressed the desire for an urgent care option with walk-in and after-hours services."

Changed to:

"Since 1980, Albion has experienced a downward trend in the percentage of people ages 25-44. One contributing factor to the 23% decrease in the 25-44 age group between 2010 and 2000 is the exodus of the Baby Boom generation from this segment of the population. A second factor is the outmigration that occurred due to plant closings and economic dislocation. The lack of population growth coupled with the aging and retirements of Baby Boomers will undoubtedly impact the availability of labor in Albion and throughout the region, especially in construction trades and manufacturing skilled trades where an increasing number of Baby Boomers are retiring en masse. During the next 20 years, the aging of Baby Boomers will also have serious implications on healthcare and housing markets in Albion and throughout the region. In spite of these demographic changes and the increased need for health care services, Albion has lost its hospital. Many citizens who participated in the Town Hall meetings expressed the desire for an urgent care option with walk-in and after-hours services. **At the present time, the City is reaching out to stakeholders to explore options to offer urgent care services and/or a healthcare facility in Albion.**"

- D. Plan Elements: "Business Growth and Development" – Page 25:
 - a. Added language regarding focusing economic development within the City of Albion proper.

Was:

“The Albion Economic Development Corporation (EDC) is the City’s lead economic development organization and works to assist and recruit business and industry in the greater Albion area. The Albion EDC’s mission is to retain, expand and recruit business and industry to the greater Albion area and strengthen and revitalize the local economy. This is partially accomplished by growing and attracting businesses; building workforce capabilities to alleviate conditions for unemployment; and revitalizing Albion’s core business centers. At one end of the spectrum, this requires delivering services to small businesses and entrepreneurs that are at the earliest growth stages. At the other end, it involves attracting new companies to the greater Albion area. The Albion EDC is part of a statewide network that delivers services to companies and entrepreneurs at every part of the spectrum.”

Changed to:

“The Albion Economic Development Corporation (EDC) is the City’s lead economic development organization and works to assist and recruit business and industry in the greater Albion area. **Meanwhile, the City of Albion is focusing its economic development efforts within the city proper while working with surrounding communities as opportunities arise to attract business and industry to the surrounding region. An example is the City’s participation in the Michigan Economic Development Corporation’s (MEDC) Redevelopment Ready Communities (RRC) program in which Albion is adopting best practices in zoning regulations, development review processes, and taking step to proactively market priority redevelopment sites.**

The Albion EDC’s mission is to retain, expand and recruit business and industry to the greater Albion area and strengthen and revitalize the local economy. This is partially accomplished by growing and attracting businesses; building workforce capabilities to alleviate conditions for unemployment; and revitalizing Albion’s core business centers. At one end of the spectrum, this requires delivering services to small businesses and entrepreneurs that are at the earliest growth stages. At the other end, it involves attracting new companies to the greater Albion area. The Albion EDC is part of a statewide network that delivers services to companies and entrepreneurs at every part of the spectrum.”

E. Plan Elements: “Neighborhoods” – Page 33

- a. Changed language in last paragraph regarding Low-Income Housing Tax Credits

Was:

“According to the TMA, downtown artist housing could potentially be developed through the use of Low-Income Housing Tax Credits (LIHTC). Artists who do not have high incomes could likely qualify for income-restricted units, as has been the case with many developments across the country. A requirement would be that at least one member of the household have a portfolio review by a qualified committee established for that purpose. The LIHTC program can be augmented with federal historic tax credits to redevelop buildings within an historic district. Artspace Project, Inc., in Minneapolis, Minnesota, has used this strategy and provided consultation for similar redevelopment projects around the country. “

Changed to:

“Downtown housing could potentially be developed through the use of Low-Income Housing Tax Credits (LIHTC). This option is available to developers that intend to build low-income housing units. This could include housing for artists who do not have high incomes and

could likely qualify for income-restricted units, as has been the case with many developments across the country. A requirement would be that at least one member of the household have a portfolio review by a qualified committee established for that purpose. The LIHTC program can be augmented with federal historic tax credits to redevelop buildings within an historic district. Artspace Project, Inc., in Minneapolis, Minnesota, has used this strategy and provided consultation for similar redevelopment projects around the country.”

F. Plan Elements: “Major Corridors” – Page 42

- a. Added language regarding Austin Avenue as a priority redevelopment site

Was:

“The City of Albion has several important gateways and corridors leading into the community and connecting it to other communities, i.e. downtown commercial district, Albion College, the I-94 Business Corridor, Austin Avenue and the south entrance on M-99. There is an opportunity to enhance major gateways, develop strong and consistent visual themes along these corridors, and stabilize them. This would include improving the gateways into the City with attractive landscaping, streetscape, and signage; establishing strong visual themes and physical linkages to strengthen connections between the corridors, and improving access for walking and biking.”

Changed To:

“The City of Albion has several important gateways and corridors leading into the community and connecting it to other communities, i.e. downtown commercial district, Albion College, the I-94 Business Corridor, Austin Avenue and the south entrance on M-99. There is an opportunity to enhance major gateways, develop strong and consistent visual themes along these corridors, and stabilize them. This would include improving the gateways into the City with attractive landscaping, streetscape, and signage; establishing strong visual themes and physical linkages to strengthen connections between the corridors, and improving access for walking and biking.

Austin Avenue corridor is one example of a priority redevelopment site where preliminary discussions have begun regarding the vision for this area. At the present time, there are inconsistencies between the existing zoning and the current uses. In addition, the Michigan Department of Environment (MDEQ) must be consulted and covenant restrictions evaluated to determine if there are any prohibitions to redevelopment on the site. The City will work through the due diligence process, in conjunction with the EDC, Planning Commission, and Council members. Afterwards, public input will be sought on the desired future use of this area and the zoning adjusted to accommodate residents’ and city leaders’ vision for the future of this area.”

Appendix 1: 2017 Comprehensive Plan Goals and Objectives

Goals and objectives are not ranked, because each is a high priority. Progress will be reviewed by the Planning Commission on a quarterly basis.

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, 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)
- Take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community (1-2 years)

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 (1 year)
- 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 map 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)
- Take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community (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 nonprofit housing developers and others to encourage infill forms of development and the redevelopment of vacant, underutilized and brownfield sites (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 (DDA) initiatives (1-3 years)
- Explore the establishment of a Local Historic District study committee (1 year)
- 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 nonprofit sector, while monitoring the balance between nonprofit and revenue generating development in the downtown district, in order to expand and build the tax base (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)
- 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) (1-5 years)
- Highlight progress of downtown development efforts within the context of the City's comprehensive marketing strategy (1-10 years)

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 I-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)

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)

Appendix 2: Redevelopment Sites

Sites	Blight	Contamination	Length of vacancy	Utilities terminated by provider due to inactivity	Location: proximity to residential, river, downtown, or park	Rezoned from residential to B-1	Brownfield designation of acres	Number of acres	Architectural Integrity	Historic value
1 Washington-Gardner					xx				x	
2 Dalrymple	x	x	x		x			x		
3 Union Steel (plus 2 additional former Union Steel sites)	x	x	x		xx			x		
4 Austin School	x	x	x							x
5 "Gayle Mfg": 710 W. Cass St	x	x	x		x			x		
6 Harvard Site	x	x	x							
7 Parker Labs: 601 N. Albion	x	x	x							
8 Parker Labs: asphalt parking lot										
9 600 block of Austin Ave	x		x	x	x			x		
10 Schools: N. Berrien Street										
11 500 N. Berrien										
12 Browns Weld	x	x	x		xx					
Renaissance Area (Urban Renewal land)										
13					x			xx		
14 Sheridan 425										

MICHIGAN PLANNING ENABLING ACT (EXCERPT)
Act 33 of 2008

125.3843 Proposed master plan; public hearing; notice; approval by resolution of planning commission; statement; submission of copy of master plan to legislative body; approval or rejection by legislative body; procedures; submission of adopted master plan to certain entities.

Sec. 43. (1) Before approving a proposed master plan, a planning commission shall hold not less than 1 public hearing on the proposed master plan. The hearing shall be held after the expiration of the deadline for comment under section 41(3). The planning commission shall give notice of the time and place of the public hearing not less than 15 days before the hearing by publication in a newspaper of general circulation within the local unit of government. The planning commission shall also submit notice of the public hearing in the manner provided in section 39(3) to each entity described in section 39(2). This notice may accompany the proposed master plan submitted under section 41.

(2) The approval of the proposed master plan shall be by resolution of the planning commission carried by the affirmative votes of not less than 2/3 of the members of a city or village planning commission or not less than a majority of the members of a township or county planning commission. The resolution shall refer expressly to the maps and descriptive and other matter intended by the planning commission to form the master plan. A statement recording the planning commission's approval of the master plan, signed by the chairperson or secretary of the planning commission, shall be included on the inside of the front or back cover of the master plan and, if the future land use map is a separate document from the text of the master plan, on the future land use map. Following approval of the proposed master plan by the planning commission, the secretary of the planning commission shall submit a copy of the master plan to the legislative body.

(3) Approval of the proposed master plan by the planning commission under subsection (2) is the final step for adoption of the master plan, unless the legislative body by resolution has asserted the right to approve or reject the master plan. In that case, after approval of the proposed master plan by the planning commission, the legislative body shall approve or reject the proposed master plan. A statement recording the legislative body's approval of the master plan, signed by the clerk of the legislative body, shall be included on the inside of the front or back cover of the master plan and, if the future land use map is a separate document from the text of the master plan, on the future land use map.

(4) If the legislative body rejects the proposed master plan, the legislative body shall submit to the planning commission a statement of its objections to the proposed master plan. The planning commission shall consider the legislative body's objections and revise the proposed master plan so as to address those objections. The procedures provided in subsections (1) to (3) and this subsection shall be repeated until the legislative body approves the proposed master plan.

(5) Upon final adoption of the master plan, the secretary of the planning commission shall submit, in the manner provided in section 39(3), copies of the adopted master plan to the same entities to which copies of the proposed master plan were required to be submitted under section 41(2).

History: 2008, Act 33, Eff. Sept. 1, 2008.

Appendix 4: Planning Commission Resolution

A RESOLUTION RECOMMENDING APPROVAL OF THE CITY OF ALBION COMPREHENSIVE PLAN – PHASE 1 TO THE ALBION CITY COUNCIL

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 City of Albion Issued Notice of Public Comment on the Recommendation of the Five Year (2017-2021) Comprehensive Plan Phase 1; providing for public comment at the Planning Commission Hearing on November 28, 2016; and

NOW, THEREFORE BE IT RESOLVED that the City of Albion Planning Commission 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, and other descriptive materials contained therein.
- 2. Distribution to 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. In addition, the Planning Commission hereby approves distribution of the proposed new Comprehensive Plan – Phase 1 to the City Council. The Planning Commission respectfully recommends to the City Council that the City Council give final approval to the proposed new Comprehensive Plan – Phase 1.
- 3. Finding of Fact.** The Planning Commission has made the foregoing determination 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 Planning Commission 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.

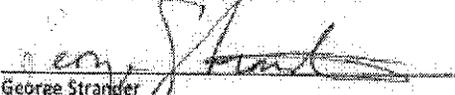
Motion by Planning Commission Member Tom Pitt and supported by Planning Commission Member Scott Brown to approve the foregoing resolution.

AYES	Garrett Brown, Scott Brown, Wesley Dick, Mayor Joseph Domingo, Tom Pitt, Scott Kipp, Gregg Strander, George Strander (7)
NAYS	None
ABSENT	None

RESOLUTION DECLARED ADOPTED

CERTIFICATION

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


George Strander

November 28, 2016

RESOLUTION 2016 - 72

FY 2016 Budget Amendment

The City of Albion adopted the Fiscal Year 2016 budget on a fund basis. The State of Michigan Uniform Budgeting Act requires the legislative body to amend the budget when a deviation occurs. Estimated Revenues and Expenditures for the following funds require budget amendments.

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

Resolved: The estimated revenues and expenditures for Fiscal Year 2016 are amended as follows:

City of Albion 2016 Budget Amendments

	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	FUND BALANCE IMPACT
GENERAL FUNDS			
Fund 101 - GENERAL FUND			
TOTAL ESTIMATED REVENUES	3,510,620	3,649,411	138,791
TOTAL APPROPRIATIONS	<u>3,496,447</u>	<u>3,671,446</u>	<u>(174,999)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 101	14,173	(22,035)	(36,208)
BEGINNING FUND BALANCE	1,162,258	1,162,258	n/a
ENDING FUND BALANCE	1,176,431	1,140,223	(36,208)
SPECIAL REVENUE FUNDS			
Fund 202 - MAJOR STREETS FUND			
TOTAL ESTIMATED REVENUES	572,097	561,443	(10,654)
TOTAL APPROPRIATIONS	<u>567,858</u>	<u>564,660</u>	<u>3,198</u>
NET OF REVENUES/APPROPRIATIONS - FUND 202	4,239	(3,217)	(7,456)
BEGINNING FUND BALANCE	352,878	352,878	n/a
ENDING FUND BALANCE	357,117	349,661	(7,456)
Fund 203 - LOCAL STREETS FUND			
TOTAL ESTIMATED REVENUES	325,557	329,076	3,519
TOTAL APPROPRIATIONS	<u>322,528</u>	<u>336,643</u>	<u>(14,115)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 203	3,029	(7,567)	(10,596)
BEGINNING FUND BALANCE	89,486	89,486	n/a
ENDING FUND BALANCE	92,515	81,919	(10,596)

Fund 450 - STREET IMPROVEMENTS FUND

TOTAL ESTIMATED REVENUES	212,000	240,036	28,036
TOTAL APPROPRIATIONS	<u>0</u>	<u>205,595</u>	<u>(205,595)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 450	212,000	34,441	(177,559)
BEGINNING FUND BALANCE	300,049	300,049	n/a
ENDING FUND BALANCE	512,049	334,490	(177,559)

Fund 367 - SIDEWALK PROGRAM FUND

TOTAL ESTIMATED REVENUES	138,150	133,850	(4,300)
TOTAL APPROPRIATIONS	<u>135,000</u>	<u>133,000</u>	<u>2,000</u>
NET OF REVENUES/APPROPRIATIONS - FUND 367	3,150	850	(2,300)
BEGINNING FUND BALANCE	266,465	266,465	n/a
ENDING FUND BALANCE	269,615	267,315	(2,300)

Fund 208 - RECREATION FUND

TOTAL ESTIMATED REVENUES	128,710	149,040	20,330
TOTAL APPROPRIATIONS	<u>133,727</u>	<u>146,570</u>	<u>(12,843)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 208	(5,017)	2,470	7,487
BEGINNING FUND BALANCE	31,669	31,669	n/a
ENDING FUND BALANCE	26,652	34,139	7,487

Fund 226 - SOLID WASTE FUND

TOTAL ESTIMATED REVENUES	215,400	220,758	5,358
TOTAL APPROPRIATIONS	<u>190,282</u>	<u>207,902</u>	<u>(17,620)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 226	25,118	12,856	(12,262)
BEGINNING FUND BALANCE	39,214	39,214	n/a
ENDING FUND BALANCE	64,332	52,070	(12,262)

Fund 250 - CDBG FUND

TOTAL ESTIMATED REVENUES	75	1,075	1,000
TOTAL APPROPRIATIONS	<u>71,900</u>	<u>71,900</u>	<u>0</u>
NET OF REVENUES/APPROPRIATIONS - FUND 250	(71,825)	(70,825)	1,000
BEGINNING FUND BALANCE	85,707	85,707	n/a
ENDING FUND BALANCE	13,882	14,882	1,000

Fund 265 - DRUG LAW ENFORCEMENT FUND

TOTAL ESTIMATED REVENUES	67,500	60,094	(7,406)
TOTAL APPROPRIATIONS	<u>66,850</u>	<u>92,222</u>	<u>(25,372)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 265	650	(32,128)	(32,778)
BEGINNING FUND BALANCE	74,263	74,263	n/a
ENDING FUND BALANCE	74,913	42,135	(32,778)

Fund 275 - ALBION BUILDING AUTHORITY FUND

TOTAL ESTIMATED REVENUES	53,675	83,755	30,080
TOTAL APPROPRIATIONS	<u>65,615</u>	<u>88,622</u>	<u>(23,007)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 275	(11,940)	(4,867)	7,073
BEGINNING FUND BALANCE	91,101	91,101	n/a
ENDING FUND BALANCE	79,161	86,234	7,073

Fund 277 - ABA SEC 8 MAPLE GROVE

TOTAL ESTIMATED REVENUES	405,290	425,700	20,410
TOTAL APPROPRIATIONS	<u>391,350</u>	<u>424,798</u>	<u>(33,448)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 277	13,940	902	(13,038)
BEGINNING FUND BALANCE	452,911	452,911	n/a
ENDING FUND BALANCE	466,851	453,813	(13,038)

DEBT SERVICE FUNDS**Fund 364 - GO BOND FOR WATER PROJECT**

TOTAL ESTIMATED REVENUES	136,675	135,832	(843)
TOTAL APPROPRIATIONS	135,616	135,616	0
NET OF REVENUES/APPROPRIATIONS - FUND 364	1,059	216	(843)
BEGINNING FUND BALANCE	32,307	32,307	n/a
ENDING FUND BALANCE	33,366	32,523	(843)

Fund 369 - ALBION BUILDING AUTHORITY BOND

TOTAL ESTIMATED REVENUES	131,090	131,853	763
TOTAL APPROPRIATIONS	<u>129,491</u>	<u>129,491</u>	<u>0</u>
NET OF REVENUES/APPROPRIATIONS - FUND 369	1,599	2,362	763
BEGINNING FUND BALANCE	21,700	21,700	n/a
ENDING FUND BALANCE	23,299	24,062	763

Fund 374 - DPW BUILDING DEBT

TOTAL ESTIMATED REVENUES	15,000	15,000	0
TOTAL APPROPRIATIONS	<u>15,000</u>	<u>15,000</u>	<u>0</u>
NET OF REVENUES/APPROPRIATIONS - FUND 374	0	0	0
BEGINNING FUND BALANCE	295	295	n/a
ENDING FUND BALANCE	295	295	0

Fund 363 - ENERGY/425/GENERATOR BONDS

TOTAL ESTIMATED REVENUES	186,144	186,144	0
TOTAL APPROPRIATIONS	<u>184,350</u>	<u>184,350</u>	<u>0</u>
NET OF REVENUES/APPROPRIATIONS - FUND 363	1,794	1,794	0
BEGINNING FUND BALANCE	35,410	35,410	n/a
ENDING FUND BALANCE	37,204	37,204	0

ENTERPRISE FUNDS**Fund 590 - SEWER FUND**

TOTAL ESTIMATED REVENUES	1,896,770	1,886,774	(9,996)
TOTAL APPROPRIATIONS	<u>2,105,455</u>	<u>2,017,581</u>	<u>87,874</u>
NET OF REVENUES/APPROPRIATIONS - FUND 590	(208,685)	(130,807)	77,878
BEGINNING FUND BALANCE	4,563,364	4,563,364	n/a
ENDING FUND BALANCE	4,354,679	4,432,557	77,878

Fund 591 - WATER FUND

TOTAL ESTIMATED REVENUES	859,000	940,572	81,572
TOTAL APPROPRIATIONS	<u>979,389</u>	<u>964,548</u>	<u>14,841</u>
NET OF REVENUES/APPROPRIATIONS - FUND 591	(120,389)	(23,976)	96,413
BEGINNING FUND BALANCE	5,436,763	5,436,763	n/a
ENDING FUND BALANCE	5,316,374	5,412,787	96,413

INTERNAL SERVICE FUND**Fund 661 - EQUIPMENT POOL FUND**

TOTAL ESTIMATED REVENUES	273,026	279,818	6,792
TOTAL APPROPRIATIONS	<u>302,205</u>	<u>286,143</u>	<u>16,062</u>
NET OF REVENUES/APPROPRIATIONS - FUND 661	(29,179)	(6,325)	22,854
BEGINNING FUND BALANCE	207,704	207,704	n/a
ENDING FUND BALANCE	178,525	201,379	22,854

OTHER FUNDS**Fund 244 - ECONOMIC DEVELOPMENT FUND**

TOTAL ESTIMATED REVENUES	107,535	154,558	47,023
TOTAL APPROPRIATIONS	<u>107,535</u>	<u>154,216</u>	<u>(46,681)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 244	0	342	342
BEGINNING FUND BALANCE	14,921	14,921	n/a
ENDING FUND BALANCE	14,921	15,263	342

Fund 246 - INCUBATOR FUND

TOTAL ESTIMATED REVENUES	93,015	136,834	43,819
TOTAL APPROPRIATIONS	<u>93,015</u>	<u>151,675</u>	<u>(58,660)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 246	0	(14,841)	(14,841)
BEGINNING FUND BALANCE	26,921	26,921	n/a
ENDING FUND BALANCE	26,921	12,080	(14,841)

Fund 247 - TIFA FUND

TOTAL ESTIMATED REVENUES	214,050	205,905	(8,145)
TOTAL APPROPRIATIONS	<u>179,025</u>	<u>208,773</u>	<u>(29,748)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 247	35,025	(2,868)	(37,893)
BEGINNING FUND BALANCE	152,265	152,265	n/a
ENDING FUND BALANCE	187,290	149,397	(37,893)

Fund 296 - REVOLVING LOAN FUND

TOTAL ESTIMATED REVENUES	10,417	11,536	1,119
TOTAL APPROPRIATIONS	<u>4,909</u>	<u>4,936</u>	<u>(27)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 296	5,508	6,600	1,092
BEGINNING FUND BALANCE	678,994	678,994	n/a
ENDING FUND BALANCE	684,502	685,594	1,092

Fund 248 - DDA FUND

TOTAL ESTIMATED REVENUES	219,700	223,017	3,317
TOTAL APPROPRIATIONS	<u>217,500</u>	<u>217,867</u>	<u>(367)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 248	2,200	5,150	2,950
BEGINNING FUND BALANCE	32,160	32,160	n/a
ENDING FUND BALANCE	34,360	37,310	2,950

TRUST FUNDS**Fund 711 - CEMETERY TRUST FUND**

TOTAL ESTIMATED REVENUES	3,400	3,700	300
TOTAL APPROPRIATIONS	<u>17,025</u>	<u>17,000</u>	<u>25</u>
NET OF REVENUES/APPROPRIATIONS - FUND 711	(13,625)	(13,300)	325
BEGINNING FUND BALANCE	293,547	293,547	n/a
ENDING FUND BALANCE	279,922	280,247	325

Fund 732 - PUBLIC SAFETY PENSION TRUST

TOTAL ESTIMATED REVENUES	1,200,300	1,571,512	371,212
TOTAL APPROPRIATIONS	<u>14,100</u>	<u>1,257,068</u>	<u>(1,242,968)</u>
NET OF REVENUES/APPROPRIATIONS - FUND 732	1,186,200	314,444	(871,756)
BEGINNING FUND BALANCE	20,474,935	20,474,935	n/a
ENDING FUND BALANCE	21,661,135	20,789,379	(871,756)

Fund 735 - ALBION TRUST

TOTAL ESTIMATED REVENUES	30,000	27,000	(3,000)
TOTAL APPROPRIATIONS	<u>65,000</u>	<u>50,000</u>	<u>15,000</u>
NET OF REVENUES/APPROPRIATIONS - FUND 735	(35,000)	(23,000)	12,000
BEGINNING FUND BALANCE	1,086,150	1,086,150	n/a
ENDING FUND BALANCE	1,051,150	1,063,150	12,000

Fund 737 - RETIREE HEALTH CARE FUND

TOTAL ESTIMATED REVENUES	160	260	100
TOTAL APPROPRIATIONS	<u>3,350</u>	<u>3,100</u>	<u>250</u>
NET OF REVENUES/APPROPRIATIONS - FUND 737	(3,190)	(2,840)	350
BEGINNING FUND BALANCE	50,363	50,363	n/a
ENDING FUND BALANCE	47,173	47,523	350

All Funds - COMBINED

ESTIMATED REVENUES - ALL FUNDS	11,005,356	11,764,553	759,197
APPROPRIATIONS - ALL FUNDS	<u>9,994,522</u>	<u>11,740,722</u>	<u>(1,746,200)</u>
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS	1,010,834	23,831	(987,003)
BEGINNING FUND BALANCE - ALL FUNDS	36,053,797	36,053,797	n/a
ENDING FUND BALANCE - ALL FUNDS	37,064,631	36,077,628	(987,003)

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

I hereby certify that the above resolution was adopted on December 19, 2016, in a regular session of the Albion City Council and that this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

RESOLUTION 2016-73

FY 2016 Budget Amendment – General Energy Bond Debt Service Transfer

The City of Albion adopted the Fiscal Year 2016 budget on a fund basis on December 21, 2015. The State of Michigan Uniform Budgeting Act requires the legislative body to amend the budget when a deviation occurs. Recalculation was required to reflect the transfers in from other accounts into the General Energy Bond Fund for Debt Service (Fund 363) in the amount of \$1,794. This requires a budget amendment to reflect this change from the adopted budget and as presented at the December 5, 2016 Public Hearing.

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

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

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

I hereby certify that the above resolution was adopted on December 19, 2016, in a regular session of the Albion City Council and that this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

Budget Amendment Request
Budget Year 2016

Date: 12/12/2016

		Current Budget Amount	Proposed Decrease	Proposed New Budget Amount
GL Name:	<u>Transfer In</u>			
GL Number:	<u>363-930-699.00</u>	\$186,144.00	\$1,794.00	\$184,350.00
GL Name:	_____			
GL Number:	_____			
GL Name:	_____			
GL Number:	_____			

Proposed Funding Source to Cover Amendment Increases Above:

		Current Budget Amount	Proposed Change	Proposed New Budget Amount
Additional Revenue to:				
GL Name:	_____			
GL Number:	_____			
GL Name:	_____			
GL Number:	_____			
Reduction in Expense to:				
GL Name:	_____			
GL Number:	_____			
GL Name:	_____			
GL Number:	_____			
Change in Fund Balance:		\$37,204.00	(\$1,794.00)	\$35,410.00

Reason/Explanation for Requested

Amendment:

Miscalculated the transfers in from other funds to meet the debt service requirements. The original budget

reflects an increase in the ending Fund Balance of \$1,794 based on the miscalculated amounts. However,

the correct amount of transfers in should be \$1,794 lower, resulting in an unchanged ending fund balance.

Council Approved

Dept Head Initials

On:

Resolution #2016-74

Fiscal Year 2017 Budget Appropriation

History: The City of Albion published notice of a public hearing on the proposed budget in the Albion Recorder on December 1, 2016, and a public hearing on the proposed budget for Fiscal Year 2016 was held on December 5, 2016.

The City of Albion adopts the Fiscal Year 2017 Budget, commencing on January 1, 2017 and ending on December 31, 2017, on a department and total fund basis.

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

Resolved: The revenues and expenditures for Fiscal Year 2017, based on a proposed general levy of 11.9736 mills, are appropriated as follows:

<u>Fund #</u>	<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
GENERAL FUND			
101	GENERAL FUND REVENUES		
	Property Tax Related	840,000	
	Income Tax	1,055,000	
	Sales & Use Tax	1,035,000	
	Charges for Services	200,232	
	All Other	520,520	
	Total General Fund Revenues	3,650,752	
GENERAL FUND APPROPRIATIONS			
101-101	City Council		36,810
101-172	City Manager		107,260
101-209	Assessing		50,300
101-210	Attorney		92,725
101-215	Clerk		99,585
101-226	Human Resources		20,510
101-260	Finance/Treasurer		318,225
101-265	Municipal Building		71,915
101-276	Cemetery		160,985
101-345	Public Safety		1,903,689
101-422	Code Enforcement		174,870
101-442	City Maintenance		209,195
101-444	Tree Trimming		11,664
101-447	Engineering		7,954
101-526	EPA Landfill		8,000
101-775	Parks		200,732
101-778	Holland Park Transformation		27,100
101-895	General Appropriation		157,600
	Total General Fund		3,659,119

<u>Fund #</u>	<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
SPECIAL REVENUE FUNDS			
202	Major Street	677,495	574,900
203	Local Street	326,125	317,743
450	Street Improvement	202,250	202,250
367	Sidewalk Program	128,250	128,250
452	MDOT Reconstruction Fund	1,443,300	1,443,300
208	Recreation	118,970	123,411
226	Solid Waste	213,000	215,775
250	CDBG	75	-
265	Drug Law Enforcement	53,929	55,800
275	Albion Building Authority	53,737	55,415
277	Maple Grove	431,208	436,838
	Total Special Revenue Funds	3,648,339	3,553,682
DEBT SERVICE FUNDS			
364	GO Bonds	110,400	142,912
370	ABA - 201 N. Clinton Street	-	-
371	ABA - 111 Center Street	-	-
	ABA - Maple Grove/Amb-Fire		
369	Bond	132,147	130,591
374	DPW Building Dept	15,000	15,000
363	Energy Bond	180,600	180,600
	Total Debt Service Funds	438,147	469,103
ENTERPRISE FUNDS			
590	Sewer	2,667,750	3,029,450
591	Water	918,300	1,093,800
	Total Enterprise Funds	3,586,050	4,123,250
INTERNAL SERVICE FUND			
661	Equipment Fund	278,725	295,133
	Total Internal Service Fund	278,725	295,133
OTHER FUNDS			
244	EDC	172,400	163,251
246	Business Incubator	133,090	132,474
247	TIFA	215,200	199,352
296	Revolving Loan	7,320	6,393
248	DDA	10,650	6,570
	Total Other Funds	538,660	508,040

<u>Fund #</u>	<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
TRUST FUNDS			
711	Cemetery Trust	3,000	20,000
732	Public Safety Pension Trust	1,255,150	1,224,250
735	Albion Trust	23,500	-
737	Retiree Health Care	240	2,750
Total Trust Funds		1,281,890	1,247,000
TOTAL ALL FUNDS		\$ 13,422,563	\$13,855,327

Also Resolved: The attached fee schedule supporting revenue estimates within the budget is approved.

Also Approved: The City of Albion designates the following depositories for investment of City Funds:

Chemical Bank Shoreline
1301 N. Eaton Street
Albion, MI 49224

Comerica Bank
PO Box 7500
Detroit, MI 48275

UBS Financial Services, Inc.
325 N. Old Woodward Avenue
Suite 200
Birmingham, MI 48009

Michigan Class Investment Pool
Administered by MBIA Asset Management
3135 S. State Street, Suite 108
Ann Arbor, MI 48108

Merit Bank
100 E. Michigan Avenue
Jackson, MI 49201

The Bank of New York Trust Company
719 Griswold Street, Suite 930
Detroit, MI 49226

Homestead Savings Bank
415 S. Superior Street
Albion, MI 49224

Multi-Bank Securities, Inc.
24280 Woodward Avenue
Pleasant Ridge, MI 48069

American Federal Credit Union
718 E. Michigan Avenue
Jackson, MI 49201

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

I hereby certify that the above resolution was adopted on December 19, 2016, in a Regular Session of the Albion City Council and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

Resolution #2016-75

A RESOLUTION IN SUPPORT FOR THE PEABODY PROJECT

Purpose and Finding: The Peabody Project is being undertaken by Ace Investment Properties, LLC, to rehabilitate the property located at 400 S. Superior Street in Albion, Michigan. This historic landmark was erected in 1852 and is one of the oldest buildings in downtown Albion. The renovation will provide for a mixed use, with a commercial first floor and residential apartments on the second and third floors. This \$1.2 million project will provide new retail and housing opportunities. The restoration will make this an anchor building, along with the Malleable Brewing Company, for the downtown main street – along South Superior Street. Once the building is completed, the tax base will become more stabilized for decades into the future. The Peabody Project is seeking support from the Michigan Economic Development Corporation and the Community Development Block Grant program. The proposal to share in the tax capture with the Albion Downtown Development Authority greatly leverages the DDAs ability to sustain downtown enhancements, such as façade improvements. The Albion Downtown Development Authority, Greater Albion Chamber of Commerce and Albion College have all indicated support for the Peabody Project. The City of Albion finds that the Peabody Project supports the economic development and vibrancy of our community. The housing project also addresses the need for diversified housing that was identified in the Target Market Analysis.

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

RESOLVED, that the City of Albion hereby acknowledges its support for the Peabody Project and application to the Michigan Economic Development Corporation to leverage incentives that will produce tremendous economic impact, housing, and jobs in Albion, Michigan.

Date: December 19, 2016

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on December 19, 2016.

Jill Domingo
City Clerk

GREATERALBION

Chamber of Commerce & Visitors Bureau



people community business
Succeeding Together

Greater Albion Chamber of Commerce & Visitors Bureau

310 S. Superior St.

P.O. Box 238

Albion, MI 49224

www.greateralbionchamber.org

(517) 629-5533

Fax (517) 629-4284

president@greateralbionchamber.org

November 16, 2016

To Whom It May Concern;

The Greater Albion Chamber of Commerce & Visitors Bureau is fully supportive of all efforts to improve our community through economic development and "placemaking". The Peabody Project is just such an opportunity. It proposes to include commercial development spaces on the first floor and two-four apartment rentals on the second floor.

Most important to this letter of support is where this project will be located. At the intersection of Erie Street and Superior Street. By illustration, you will note a good convergence of activities already underway that support and will be supported by this development project. First, Parks Drug Store, a business that has been in operation since 1921 is directly across the street. The Chamber's office is located next door. From our vantage point, we can observe the huge influx and outflux of people through Parks Drug Store Monday-Saturday. Likewise, the Peabody Project is 500 feet away from Subway, another active location nearby that is open seven days a week.

Across the street from the Peabody Place is Homestead Savings Bank, another "in and out" congregating place in Albion. Just 300 feet more down the street from Homestead is the Albion District Library, another central hub in Albion for activity. And, finally, H & R Block is directly next door to the proposed project and is a highly active "hub" six months during the year.

It seems quite logical to select this location as the next "placemaking" development project in Albion -- it is surrounded in viable activity and is visibly in need of repair.

If you have any questions regarding this letter, please feel free to contact the Greater Albion Chamber of Commerce Board of Directors or me, Amy Robertson, via the address and/or contact information provided above.

Sincerely,

Amy Robertson, MPA
President/CEO

Greater Albion Chamber of Commerce 2016 Board of Directors

Trevor Shedd, Board Chairman, Parks Drug Store, **Gary Grigowski**, Board Vice-Chairman, Team1 Plastics, Inc., **Troy Kase**, Board Treasurer, Albion College, and **Richard Lewin**, Board Secretary, Albion Heritage Bed & Breakfast

Jason Cox, Murray, Tymkew & Associates, **Shari Deevers**, Kellogg Community College, **Brandi Eggelston**, Edward Jones, **Mary Faurot**, Blue Ox Credit Union, **Peggy Grigowski**, Team 1 Plastics, Inc., **Richard Lindsey**, Oaklawn Hospital, **Mark Putvin**, Mark Putvin State Farm, **Rob Reed**, Member-at-Large, **Kelly Rice**, Albion Insurance Agency, **Bill Stoffer**, Velocity Manufacturing, and **Shane Williamson**, Starr Commonwealth



ALBION COLLEGE

OFFICE OF THE PRESIDENT

MEMORANDUM

To: All Interested Parties
From: Mauri Ditzler
Date: December 7, 2016
Re: Business Opportunities in Albion

I am pleased that you are considering locating in Albion. I believe you will find a City that is in the midst of an exciting renaissance. Albion College is one of many partners committed to economic vitality for this historic community.

Those who study the Midwest and its small and midsized towns are taking notice of what is happening in Albion. They recognize that a special coalition of citizens and friends are making extraordinary things happen.

I hope you will join the team who believe in the future of our community. This is the time to get in on the ground floor of a revitalization that has potential for economic return. It is also an opportunity to help generate a model that can serve the many other "Albions" around our region.

Albion College is here to stay and we anticipate a growth in enrollment and our economic impact on the community. I expect more students and particularly more students who will travel from a sufficient distance that they will be looking for shops and services in our town. I also expect that as the town develops more of our faculty and staff will locate closer to campus; they will be looking for and making use of local businesses.

This is an exciting time for Albion. I hope you will contribute to and benefit from our emergence as a model community.

Sincerely,

Mauri A. Ditzler
President



OFFICE OF THE PRESIDENT

December 7, 2016

Michigan Economic Development Corporation
300 N Washington Square
Lansing, MI 48913

To Whom It May Concern:

I am excited by the Dobbins project. It comes at a perfect time as we look to build on the momentum generated by the development of the last several years. It comes at a perfect time and fills an emerging need.

Albion College has committed to working with developers and other non-profits to build a vital community that models the future of life in small town America. For us it is the ethical thing to do --- we were founded to bring a positive influence to south central Michigan long before we emerged as a national institution. It is also the pragmatic thing to do. We will not thrive as an institution unless our faculty and staff are available for the serendipitous interactions with students that occur when our faculty and staff live close enough for regular, casual interactions on campus and around town.

We will continue pursuing both traditional and innovative steps to attract our employees to locate within the Albion community. To date those actions have included steps designed to revitalize public education in town; strong incentives for building or renovating single family homes; and investments designed to bring lodging and restaurants to the downtown area. We have been heartened by previous support from MEDC as well as private foundations and private investors.

I believe the work to date has begun to generate confidence in the future of our town. While our brighter future is evident to many we are not yet ready to move beyond the public/private partnerships that have brought us this far.

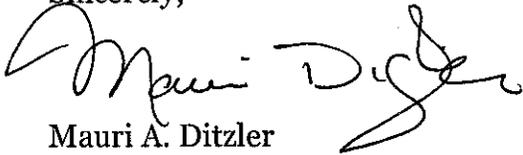
From my perspective, the next logical projects will generate a mix of ground floor commercial space and upper level residential space. Many of the College's employees are looking for loft apartments in an area that offers the convenience and ambience of small shops. The Dobbins project will be a welcome addition and will serve to build toward a critical mass that will create a migration of existing Albion College employees into the town.

Albion College is investing institutional resources in an effort to create an environment that will get our students and their families to frequent businesses in town. We are convinced that we are seeing the first impact of a spiral that will build in the coming

years. As the areas adjacent to campus become more appealing we are able to attract more students, and particularly more students from outside the area who tend to spend more locally as they do not go home on weekends. Our enrollment is up by about 15% over the two years that have seen a reemergence of the Superior Street neighborhood. And, in that same period our percentage of students from out of state has more than doubled.

I am so excited by what is happening in Albion. That excitement is shared by our students, faculty, staff and Board of Trustees. Our community had and still has many challenges. But, the partnerships that are emerging give us confidence that Albion will be a model for other industrial cities that are finding their way into a very different environment. I hope the MEDC will remain committed to being a partner in this exciting effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Mauri Ditzler". The signature is fluid and cursive, with a large initial "M" and a long, sweeping tail.

Mauri A. Ditzler
President

Cc: William Dobbins

RESOLUTION #2016-76

**Approval to Retain Additional Services of Fleis & VandenBrink Engineering, Inc.
for MEDC Grant**

Purpose and Finding: The Albion City Council approved Resolution #2016-68 to accept the \$950,000 grant from the Michigan Economic Development Corporation for the construction of wastewater treatment plant improvements. However, given the specialized information required for this grant and the depth of detail required, an engineer is required to assist. The City is seeking to retain the services of Fleis & VandenBrink Engineering, Inc. to provide those services. The City already employs Fleis & VandenBrink Engineering, Inc. as the City's engineer, however, the services to be provided for this grant would exceed the scope of the services they currently provide. The additional services to be provided by Fleis & VandenBrink Engineering, Inc for this grant application are outlined in the Professional Services Agreement and Exhibit A, which are incorporated by reference. The total cost of services to be provided by Fleis & VandenBrink Engineering, Inc. will be \$176,000.00 for design engineering services, bidding assistance and construction assistance.

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

RESOLVED, the City of Albion authorizes the retention of Fleis & VandenBrink Engineering, Inc. for the provision of additional services relative to the MEDC Special Legislative grant for waterwater treatment plant system improvements.

BE IT FURTHER RESOLVED, the City of Albion authorizes the payment of \$176,000.00 to Fleis & VandenBrink Engineering, Inc. for services rendered relative to the MEDC grant.

I hereby certify that the above resolution was adopted on December 19, 2016 in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Clerk

December 19, 2016

Fleis and VandenBrink Update to City Council - December 19, 2016

Primary Clarifier and Influent Pump Replacement Project (to be performed under Special Legislative Grant of \$950,000).

Background: City of Albion received a Special Legislative Grant of \$950,000 to address a high-priority need at the Wastewater Treatment Plant (WWTP). Focus of grant is to be the Primary Clarifiers, which were cited by MDEQ due to poor condition. Through efficient planning, additional funds are available to cover replacement of some key equipment in the Headworks. Both the Primary Clarifiers and Headworks were two of three high-priority areas identified by F&V during Asset Management project at WWTP (performed under the SAW Grant).

Grant funds will cover design and construction of the Primary Clarifier and Headworks project. Current preliminary estimate slightly exceeds grant funding. City will need to pay for contract amount above \$950,000 (currently estimated to be about \$85,000).

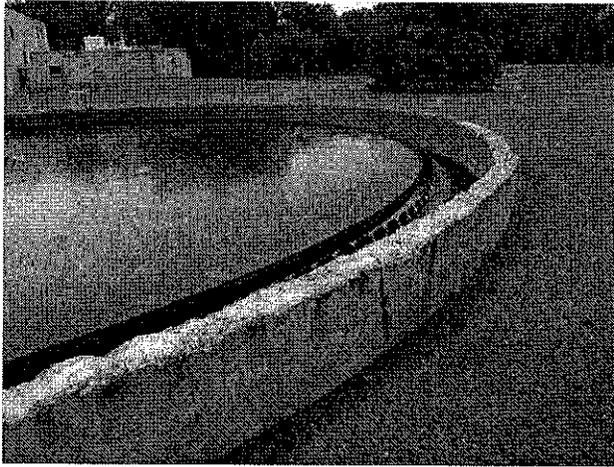
Scope of Fleis and VandenBrink Professional Service Agreement (PSA): F&V will perform design of recommended improvements, bidding assistance and construction assistance for \$176,000, which is completely covered by Legislative Grant.

Schedule: F&V has already begun work on design. Design to be completed January 31, 2017. Construction should begin March-April 2017 and be complete by end of 2017.

Other Recent Work by F&V at WWTP for Asset Management Plan (SAW Grant)

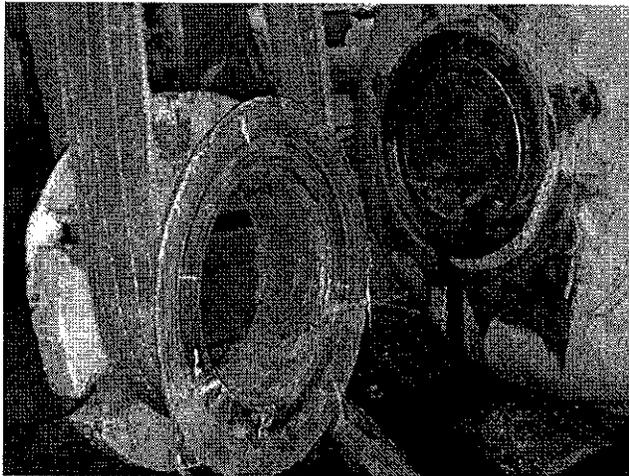
1. Performed asset inventory, equipment replacement costs, and condition assessment
2. Developed preliminary 10-year Capital Improvement Plan (CIP) for WWTP
3. Updated WWTP O&M Manual
4. Providing operations guidance to Chief Operator
5. Cleaned primary digester

See Photos for additional information.



WWTP Photos

Top Photo: North Primary Clarifier with crumbling concrete wall.



Middle Photo: Primary Influent Pump No. 2 showing a piece of the pump suction (in a sling) which should be attached to the pump (on the right side of photo). Over 60 years, the pump had worn so much that the pump casing cracked and fell apart when maintenance staff tried to repair it.



One of about 89 buckets of debris removed from the bottom of the Primary Digester. The accumulation of debris had affected the digester heating system, which is critical for proper digestion.

PROFESSIONAL SERVICES AGREEMENT

DRAFT

FLEIS & VANDENBRINK ENGINEERING, INC.
2960 Lucerne Drive SE, Grand Rapids, Michigan 49546
P: 616.977.1000 F: 616.977.1005

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and the City of Albion whose address is 112 West Cass Street, Albion, MI ("Owner") where Engineer agrees to provide services for Owner and Owner agrees to pay Engineer, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows: Primary Clarifier and Primary Influent Pump Replacement and any additional professional services as may be specifically authorized by City.

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference;

Exhibit A Engineer's Scope of Work for Primary Clarifier and Primary Influent Pump Replacement, dated December 1, 2017
Additional Provisions – Construction Observation

COMPENSATION OF ENGINEER: This contract is an Hourly Fee contract plus 1.1 times reimbursable expenses with an Estimated Fee of **\$176,000**.

Authorized additional services will be provided on an hourly basis plus 1.1 times reimbursable expenses unless otherwise negotiated.

Owner shall Pay Engineer for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within fifteen (15) calendar days of presentation of the invoice. Invoices shall be past due fifteen (15) calendar days after presentation, and shall then incur interest at the rate of 7% per annum, or the highest rate permitted by law, whichever is lower. Reimbursable expenses include the cost of subconsultants.

PAYMENT. If Owner fails to make any payment when due, Engineer may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Engineer shall have no liability of any type as a result of suspension of services caused by Owner's failure to pay. The suspension of Services shall not limit any other remedy available to Engineer.

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within seven (7) calendar days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

The Owner's Payment of Engineer's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Owner agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

OWNER REPRESENTATIVE. The Owner's representative for this Project shall be Jim Lenardson, Director of Department of Public Works, who shall have complete actual authority on behalf of the Owner and its governing body to make all decisions in connection with the PSA.

OWNER RESPONSIBILITIES. The Owner shall timely furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Engineers and contractors.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.1 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

DELAYS. Engineer shall not be responsible to Owner for any delay of any type or kind unless caused in whole by Engineer.

CONSULTANTS. Engineer may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

COST ESTIMATES. Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses.

INDEMNITY. Owner indemnifies, defends and holds harmless Engineer and its agents, consultants and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, caused by, arising out of, resulting from or occurring in connection with the performance of the Services or any activity associated with the Services, whether or not caused in part by the active or passive negligence or other fault of Engineer excepting only injury to person or damage to property caused by the sole negligence of Engineer. In the case of claims against Engineer or any of its consultants, agents or employees by anyone for whose acts Owner may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts and/or disability benefit acts. This indemnity includes, but is not limited to, any claims resulting from interpretation of or changes to the documents prepared as a result of this PSA. This indemnity survives termination of this PSA.

In addition to the indemnity provided herein by Owner, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer,

architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project.

Engineer, to the extent covered by insurance, indemnifies, defends and holds harmless Owner and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this PSA including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

PERFORMANCE STANDARDS. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by other engineers performing similar services in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

MUNICIPAL ADVISOR. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

LIMITATION OF LIABILITY. Engineer shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Engineer. The total liability of Engineer under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Engineer's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the fees actually paid by the Owner for the particular Service which forms the basis of the claimed liability.

Engineer makes no warranties, express or implied, with respect to the Services under the PSA, and disclaims any liability for implied warranties of any type or kind, including but not limited to implied warranties of fitness or merchantability, and disclaims any liability for special or consequential damages of any type or kind. Within these limitations, Engineer shall not be liable in any way for errors, omissions or negligence unless caused by the sole and exclusive negligence of Engineer. For all PSAs which involve multiple projects or general consultations, or various services for various projects over a period of time, liability shall not exceed the fee actually paid by the Owner for the particular Services on the specific Project or consultation or assignment which forms the basis of the claimed liability and any statute of limitations shall commence upon the completion of the task giving rise to the claim, not the last unrelated service provided under the PSA for general consultation services. To the extent that Engineer may be found liable under the terms of this paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

INSURANCE. Upon Owner's request, Engineer will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding.

SITE ACCESS. Owner shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Engineer to access the site to perform the Services herein. Owner is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Engineer's Services, excepting damages caused by the sole negligence of Engineer. Engineer will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Engineer from any damage caused by or to underground structures and utilities not called to Engineer's attention, all in accordance with the indemnity provisions herein. Owner shall provide Engineer with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

SHOP DRAWINGS AND SUBMITTALS. If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

REJECTION OF WORK. In the event that the Scope of Services includes construction phase services in the form of site observation, then Engineer shall have the authority to reject any work which is not, in the judgment of the Engineer, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor Engineer's good faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to any contractor, subcontractor, supplier, or Owner on the Project.

SPREAD OF CONTAMINATION. Owner understands and agrees that Engineer shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this Paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS. Owner understands that the failure to discover hazardous materials does not guarantee that: (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. Although Engineer will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the city, municipality or political subdivision where the Project is located under similar conditions, Owner agrees that Engineer shall not be responsible for the failure to detect the presence of hazardous materials through techniques and practices commonly used for those purposes.

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

ADA AND CODE COMPLIANCE. The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements

and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay Engineer its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Engineer of any breach by Owner of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Owner of such provision.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that any one (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Engineer's documents prepared pursuant to this PSA, including those in electronic format, are instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Engineer as instruments of service shall remain the property of Engineer. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Engineer against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon seven (7) calendar days written notice. Upon termination, Engineer shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Engineer agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute through mediation using a mediator agreed upon between both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may (1) mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction. The venue for a court resolution will be Kent County, Michigan.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Owner indicated above. Owner shall ensure that all other agreements relating to this project reflect that there are no third party beneficiaries to this PSA.

ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Engineer.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Engineer unless agreed to in writing signed by an authorized representative of Engineer, and Engineer expressly rejects all such additional or contrary terms as may be contained in Owner's documents. The terms in this PSA will have precedence over any other terms expressed by the Owner's authorization process such as a purchase order. Engineer's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Engineer shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Owner, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Michigan. This contract sets forth the entire agreement between Engineer and Owner. This is a fully integrated contract.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

OWNER
CITY OF ALBION

ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDITIONAL PROVISIONS - CONSTRUCTION OBSERVATION

1. DEFINITIONS.

- 1.1. Contract Documents shall mean construction agreement(s) between Owner and Contractor(s), including plans, specifications, addenda and change orders.
- 1.2. Contractor shall mean the person or entity providing construction services to Owner, as defined in the Contract Documents.

2. SITE OBSERVATION.

- 2.1. The Engineer shall visit the site as defined in the Scope of Services to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed. Engineer will not be responsible for the means, methods, techniques, and procedures of construction observed during such visits. Engineer will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
- 2.2. Based solely on Engineer's on-site observations and Engineer's review of the Contractor's applications for payment, Engineer will recommend in writing to Owner payment to the Contractor. Such recommendations of payment to constitute a representation to Owner, based solely on such observation, review and the data comprising such applications, that to the Engineer's knowledge, information and belief, the work has progressed to the point indicated and that to the Engineer's knowledge, information and belief the quality of the work is generally in accordance with the Contract Documents.
- 2.3. Engineer will conduct, in company with Owner, a final review of the Project for conformance with the design concept of the Project, and compliance with the information given by the Contract Documents, and recommend, in writing, payment to the Contractor, on the same basis as set forth above.

3. OWNER RESPONSIBILITIES. Owner will:

- 3.1. Provide full information as to his requirements for the Project. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project, including previous site reports and any other data relative to the design or construction of the Project.

4. SITE SAFETY PROGRAMS AND PRECAUTIONS.

- 4.1. Owner acknowledges that the Contractor, not Engineer, is responsible for initiating, maintaining and supervising all safety programs and all safety precautions in connection with the work.
- 4.2. Engineer shall neither have control over, nor be responsible for, safety programs and precautions in connection with the work, since these are solely the responsibility of the Contractor.
- 4.3. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees at the site, shall impose any duty on the Contractor, nor relieve the Contractor of its responsibility for jobsite safety.

Exhibit A

CITY OF ALBION

**SCOPE OF WORK AND BUDGET FOR PRIMARY CLARIFIER AND PRIMARY
INFLUENT PUMP REPLACEMENT**

December 1, 2016

Fleis & VandenBrink Engineering, Inc. (F&V) will provide design engineering services, bidding assistance and construction assistance (CA) to the City of Albion for the Special Legislative Grant from the State of Michigan. The grant is being provided to allow the City to rehabilitate and replace portions of the Albion WWTP, specifically related to the primary clarifiers and adjacent processes. The \$950,000 grant is being provided by the State for design engineering/construction assistance and construction. If construction bids come in above the grant amount, the City may elect to complete the entire project using City funds to make up the difference. The bid will include deductive alternates for the influent pumps, which will allow the City to remove one of the pumps from the contract to stay within the City's budget.

Our recommended work plan is broken into three phases: 1) Design Engineering; 2) Bidding and Contracting; and, 3) Construction Administration. The tasks in this Work Plan are intended to provide assurance that the project will be thorough and will be monitored on a task/completion basis based upon sound engineering practices.

Phase 1: Design Engineering

Task 1-1 – Project Management. Provide project management tasks, including preparing invoices, and internal design coordination meetings.

Task 1-2 – Basis of Design. Basis of design (i.e., size, capacity, and materials, as applicable) will be provided for the following key pieces of equipment:

1. Two primary clarifier drives, mechanisms, overflow weir, and scum baffle to replace existing.
2. Determine extent of concrete replacement for primary clarifier walls
3. Two primary sludge pumps located in the Digester Building basement to replace existing. Type of pump and capacity of pump will be identical to existing to fit in existing space.
4. Two primary influent pumps, piping, valves and vacuum priming system to replace existing. Capacity of influent pumps will be identical to existing pumps due to lack of reliable influent flow data.
5. New VFDs for primary influent pumps
6. New pump control system, including wet well level control and new flow meter

Task 1-3 – Detailed Design. Perform detailed design engineering of equipment and systems listed above. This task will produce 90% complete design drawings and specifications to be reviewed by city staff. Review drawings and specifications with City staff. Discuss impact of any design modifications requested and incorporate agreed to adjustments and approved changes. Address comments and finalize contract documents.

Task 1-4 – Part 41 Permit Application. Contact MDEQ District Engineer to inform them of upcoming permit application. Prepare the Part 41 permit application for submittal to MDEQ. Address MDEQ comments.

Assumptions: The following assumptions were made in developing this scope of work:

1. The existing drawings for the areas to be rehabilitated were created in 1957 and they are in poor condition. The drawings for this project will need to recreate key information in the affected areas for the contractor to be able to construct the proposed improvements. Existing drawings will be provided for reference purposes.
2. Based on the partial draining and visual inspection by F&V for the North Primary Clarifier in 2015, the only concrete that will be addressed in this contract is the top portion of the wall on the North Primary Clarifier.

Phase 2: Bidding and Contracting

Task 2-1 - Printing of Documents for Bidding. We anticipate uploading project documents (Advertisement for Bids, Drawings, Specifications, Addenda, and Plan Holder of Record) to an F&V website so that this information will be available to all Contractors, Subcontractors and suppliers. As such, a limited number of documents will be printed. Up to two numbered bid sets will be distributed amongst the City of Albion staff. A plan holders list will be maintained for communication of the addenda. A total of four printed bid sets are anticipated in this phase.

Task 2-2 - Bidder Questions & Addenda. As necessary, addenda will be prepared and issued to clarify the scope of work or to answer bidder questions that may arise during the bidding phase. Each addendum will be reviewed for necessity and applicability by the project manager. Each approved addendum will then be submitted to the documented (i.e. official) plan holders (prospective bidders). Up to two addenda are anticipated.

Task 2-3- Bid Opening, Tabulation and Evaluation. Bids will be opened by the City of Albion at the designated time and location. The City will provide copies of the relevant portions of the bids to F&V. All bids will be reviewed for discernable mistakes, omissions, or irregularities. The bids will be reviewed based on determining greatest overall value to the City and conformance with the project document requirements. If the bids exceed the remaining available grant amount, deductive alternates will be evaluated. A pre-award teleconference will be scheduled, at which time the contractor will verify awareness and understanding of the terms and conditions of the contract. Assuming that there are no questions at this point, a recommendation for tentative award will be submitted to the City of Albion for approval.

Assumptions:

1. The City will prepare the solicitation for bids and advertise for bids.
2. The City will be responsible for arranging Contractor visits to the WWTP for them to familiarize themselves with the project. Based on the limited complexity of this project, F&V is not anticipating a pre-bid meeting or formal site tour.
3. F&V staff will not be present at the bid opening.

Phase 3 – Construction Administration

During this phase, F&V will provide office-based construction administration and professional services and part-time construction oversight and field services to monitor and confirm that the design intent of the contract documents is properly implemented by the construction contractor on a timely basis. The proposed Construction Administration work will begin on the effective date of the construction contract, continuing for approximately nine months to construction completion plus one month of post-construction

closeout services. In general, this involves observing the quality and progress of the construction work, reviewing contractor submittals, schedules, pay requests and claims, along with providing clarifications and guidance to the contractor of the design intent of the contract documents as follows.

Task 3-1 - Project Coordination. Coordinate the activities of F&V staff and sub-consultants with the contractor's activities, consult with the contractor to clarify design intent, communicate such information and decisions to the project team, and prepare and distribute project correspondence to document same. Up to nine months of part-time project coordination is anticipated.

Task 3-2 - Preconstruction & Progress Meetings Agenda/Minutes. Schedule the referenced meetings with City staff, the Resident Project Representative (RPR) and the contractor. Prepare and distribute the progress meeting agenda, minutes and supporting documents to the project team. One preconstruction meeting and up to nine monthly progress meetings are anticipated.

Task 3-3 - Resident Project Representative (RPR), Part-Time. Provide field oversight of the construction and field services to monitor and confirm that the design intent of the contract documents is properly implemented by the construction contractor on a timely basis. In general this involves providing clarifications and guidance to the contractor of the design intent of the contract documents, on-site monitoring of the quality, quantity and progress of the construction work, testing and review of the work, along with preparing and maintaining records of important construction events and startup activities. With respect to change requests, a recommendation by the RPR for incorporation of the change into the contract documents will be made for those changes deemed necessary, meritorious, and reasonable in cost. With respect to payment requests, the RPR will record and reconcile the quantities of work with the contractor, and report same to F&V office staff during payment request processing. The RPR will also aid in investigating claims and complaints, and will report findings to office staff. The number of anticipated site visits for RPR site visits during demolition and installation are presented in the table below.

	No. of site visits during demolition and installation	No. of site visits during start-up
Contractor mobilization	2	0
Influent pump replacement	12	6
South Primary Clarifier Mechanism Replacement	5	2
North Primary Clarifiers Mechanism Replacement	5	2
North Primary Clarifier Concrete Renovation	4	0
Sludge Pump Replacement	4	2
Total	33	12

Task 3-4 - Shop Drawings, Submittals and Acceptance Processing. Receive, log, review, and process the shop drawings, submittals, equipment O&M manuals, startup & testing data, color/material samples, and finish review requests from the contractor to evaluate conformance with the design intent of the Contract Documents. Maintain a record of the submittals and review requests, identify delinquent submittals and the consequences of related delays, and notify the contractor of the disposition of the submittals. Two reviews of up to twenty submittals are anticipated. Electronic markup and distribution will be employed to minimize printing expense.

Task 3-5 - Contractor Performance & Schedule Progress. Receive and review the contractor's proposed construction schedule, evaluate whether it may achieve the work on schedule, and then monitor

the contractor's work progress for adherence to the agreed construction schedule. Monitor and evaluate the contractor's work performance, quality assurance procedures and adherence to the design intent of the contract documents. Perform administrative action(s) prescribed in the contract documents to cause the contractor to correct construction deficiencies and/or to perform the work on schedule. Up to nine monthly reviews of construction performance and progress are anticipated.

Task 3-6 - Payment Requests Processing. Receive, review and comment on the contractor's draft monthly payment requests. Review for completeness and accuracy, comparing to the construction progress information provided by field staff. Review each acceptable draft pay request with the City. Process the accepted monthly pay requests, including contractual retainage. A total of up to ten monthly payment requests, including the final request, are anticipated.

Task 3-7 - Construction Quality Control and Materials Testing Program. – Receive and review test reports/data for compliance with contract documents. Perform administrative action(s) prescribed in the contract documents to cause the contractor to correct deficiencies in the quality of materials or workmanship. Review of test reports are anticipated for concrete slump and air and compressive strength tests.

Task 3-8 - RFIs, Claims, Complaints & Change Orders Processing. Requests for information (RFIs), claims, complaints and change proposals that are received will be logged in and copies distributed to the City. The information provided will be reviewed and investigated in consultation with the contractor's superintendent. Insurance claims will be forwarded to the appropriate insurance carriers for action, with copies to the City. Proposed change orders will be reviewed as to their necessity, apparent reasonableness, available alternatives, and potential to be contracted separately. Meetings with the contractor and City, if necessary will be held on the same day at the monthly progress meetings. Recommended change orders will be submitted to the City for final determination of acceptability. If accepted, the order will be executed and distributed for implementation. Up to three change orders are anticipated.

Task 3-9 – Start-up, Testing & Initiation of Operation. Schedule, witness and document the equipment startup, testing, initial operation and training activities to confirm that the intent of the contract documents is properly implemented by the construction contractor. Coordinate with City staff and the contractor to maintain plant operations during startup, and testing activities. The number of anticipated site visits for start-up of the various equipment is included in the table above.

Task 3-10 - Record of Construction Documents. Following the contractor's submission of a properly annotated set of project plans and revised submittal drawings, the record drawings will be prepared. Up to two sets of record drawings will be plotted and distributed to the City, along with digital copies as required.

Task 3-11 - Substantial Completion - Pre-Final Review & Punch Listing. Upon the contractor's request, the engineer will schedule, witness and document the "pre-final" on-site review of the Work with the contractor, the City's representative and the RPR to determine whether the contractor has achieved substantial completion. The RPR will prepare the draft punch list of remaining work for inclusion in the Certificate of Substantial Completion. One day of engineer and RPR presence, including travel time and mileage, is anticipated for this task.

Task 3-12 - Administrative Completion & Contract Close-Out. Following the satisfactory substantial completion on-site review, F&V will prepare the draft Certificate of Substantial Completion and the remaining work punch list for City review, revise the documents as appropriate and issue the final

versions to the contractor. Following startup and substantial completion, the project file will be reviewed to confirm that the required inspections, test data, approvals, record documents, O&M manuals, warranties, guarantees, consent of surety, and releases/waivers of liens have been received and are acceptable. Upon completion of the punch listed work and satisfactory receipt of the required documentation along with the final payment request, the recommendation for release of final payment and retainage will be issued to the City for payment processing. In addition, the final loan eligible project costs will be tabulated and reviewed with the MEDC project manager, and the final loan disbursement request will be prepared and submitted to MEDC.

Assumptions:

1. At the time this scope and budget are being prepared, it is difficult to predict the construction schedule. If the construction period extends past the duration assumed in this scope of work, it may be necessary to request additional fee for the associated construction admin services.
2. Owner will pay for materials testing of concrete compression strength testing.

BUDGET

The budget for the above-referenced tasks are presented in the table below:

Task 1: Design	\$70,000
Task 2: Bidding Assistance and Contracting	\$6,000
Task 3: Construction Assistance	\$90,000
Total	\$176,000

RESOLUTION #2016-77

Resolution Supporting the Rural Health Network Grant Proposal and Approving the Memorandum of Agreement

Purpose and Finding: The U.S. Department of Health and Human Services – Health Resources and Services Administration (HRSA), Federal Office of Rural Health Policy (FORHP) has announced a 2017 grant opportunity for Rural Health Network Development Planning Programs. The purpose of the grant program is to (1) promote the planning and development of healthcare networks in order to achieve efficiencies, (2) expand access to, coordinate, and improve the quality of essential health care services; and (3) strengthen the rural health care system as a whole. The grant provides an opportunity to develop an integrated health care network with entities that have not had a history of collaborative efforts, enabling them to establish and improve the local capacity and coordination of care. The grant will provide up to 24 recipients with up to \$100,000 in the planning year and \$900,000 for the implementation phase. The City of Albion has the opportunity to participate as a partner in the grant application and network planning, along with Starr Commonwealth, Summit Pointe, E. M. Brown Charitable Circle Association d/b/a Oaklawn Hospital, Albion College, Calhoun County, and Village of Homer. The Memorandum of Understanding (MOU) outlines the roles and responsibilities relative to developing the grant proposal for a period of two (2) years, ending on or about December 31, 2018. It is found that the City of Albion would greatly benefit from such a Network Planning Program that promotes the planning and development of healthcare networks for the delivery of healthcare services for our residents.

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

RESOLVED, the City of Albion supports the submission of the grant application to the U.S. Department of Health and Human Services – Health Resources and Services Administration (HRSA), Federal Office of Rural Health Policy (FORHP) for the Rural Health Network Development Planning Program.

BE IS FURTHER RESOLVED, that the City Manager is hereby authorized to sign the Memorandum of Agreement on behalf of the City of Albion.

I hereby certify that the above resolution was adopted on December 19, 2016 in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Clerk

December 19, 2016

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into this _____ day of December, 2016, by and between Albion College, Ella E.M. Brown Charitable Circle Association, d/b/a Oaklawn Hospital, a Michigan non-profit corporation (“Oaklawn”), Starr Commonwealth, a Michigan non-profit corporation (“Starr”), Summit Pointe, a Michigan Mental Health authority formed pursuant to Michigan law, the City of Albion, the Village of Homer, and Calhoun County;

WHEREAS, Albion College is considering options relative to its student health services and the possibility of collaborating with Oaklawn and others to relocate those services to the Washington-Gardner building owned by Albion College; and

WHEREAS, Oaklawn presently maintains physician offices, a draw station, and, in conjunction with a partner, dialysis services in the City of Albion and has a continuing interest in providing quality health care to the Albion community; and

WHEREAS, Oaklawn also maintain a physician office in the Village of Homer and has a continuing interest in providing quality health to Village and surrounding community; and

WHEREAS, Starr, as an Albion area based non-profit, has a long history of collaborating with local and community organizations and leaders to develop programs to benefit the health and well-being of the Albion and Homer communities; and

WHEREAS, Summit Pointe, as the mental health authority for Calhoun County, has an interest in providing high quality and accessible mental health care and associated resources for the Albion and Homer communities, and

WHEREAS, Calhoun County, through the Calhoun County Department of Public Health, has an interest in the short-term and long-term health outcomes for its citizens who reside in the Albion and Homer communities and who have traditionally had poor access to quality health care; and

WHEREAS, the Village of Homer has an interest in collaboration to ensure that its citizens have access to quality health care; and

WHEREAS, the City of Albion has an interest in collaboration to ensure that its citizens have access to quality health care; and

WHEREAS, a recent community survey indicated that the health care needs of the eastern side of Calhoun County continue to be underserved by existing resources; and

WHEREAS, a certain grant opportunity is available which will serve the purposes of the parties to this MOU as set forth herein, Funding Opportunity Number: HRSA-17-016 (“the grant”); and

WHEREAS, the parties to this Memorandum of Understanding (“MOU”) wish to jointly explore the grant opportunity and develop certain concepts to provide higher quality and more accessible health care to the students and staff of Albion the greater Albion community, the Village of Homer, and the eastern half of Calhoun County,

NOW THEREFORE, in consideration of the mutual promises and benefits contained in this MOU, the parties agree as follows:

1. The parties agree to continue discussions about collaborative efforts centered on developing a centrally located health clinic in the Washington Gardner building in Albion and would focus on providing a variety of health care services both to Albion College students, faculty, and the greater Albion area.

2. The parties agree to focus their efforts on the proposal presented by Oaklawn to Albion College and dated July 14, 2016, a copy of which is attached hereto as Exhibit A. The parties agree the list contained on Exhibit A is not exhaustive or binding and shall merely be considered as a starting point for discussions.

4. The parties agree that they will jointly develop a grant proposal for the Grant, which has been released and has a due date of January 3, 2017.

5. The parties further agree that they may and will, if jointly agreed upon, develop and pursue other grant opportunities which are consistent with the scope and intent of this MOU.

6. The parties agree that they will not submit any grant applications without the consent and appropriate approvals of each of the parties to this agreement (or of the applicable grant applicants if less than all of the parties).

7. The parties mutually agree that this MOU does not require them to contribute any out-of-pocket/cash resources to this project until such time as there is a separate, duly approved and binding agreement (or agreements) in place relative to the commitment of resources.

8. During the term of this MOU the parties agree to facilitate this agreement by contributing the time and efforts of various staff for grant writing and administrative support to pursue one or more of the various options set forth in Exhibit A.

9. The parties agree that the term of this MOU shall be for a term of two years, ending on or about December 31, 2018, and the parties intend to be in position to implement a cooperative effort for a health care clinic as set forth herein by the beginning of the 2017 – 2018 school year and to take such other actions as may be identified through the planning process envisioned by the grant and agreed to by the parties through one or more separate agreements.

10. This MOU contains the entire agreement of the parties regarding the subject matter of this MOU and may be modified only upon the subsequent written agreement signed by all parties.

11. This MOU shall be controlled by and interpreted in accordance with Michigan law.

12. If any provision contained in this MOU is determined by a court of competent jurisdiction to be contrary to, prohibited by, or invalid under Michigan law, such provision shall be deemed invalid and severed from the remaining provisions. All remaining provisions shall remain in full force and effect.

13. This MOU shall be binding on the respective successors, representatives and assigns of the parties involved.

14. This MOU may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this MOU and the signatories represent that they have each been duly authorized to execute this MOU on behalf of the party for which they have signed.

Albion College

By: _____
Mauri Ditzler
Its: President

Dated: _____

Starr Commonwealth

By: _____

Ella E.M. Brown Charitable Circle
Association, d/b/a Oaklawn Hospital,

By: _____
Ginger Williams
Its: CEO and President

Dated: _____

Summit Pointe

By: _____

Elizabeth Carey
Its: CEO _____

Dated: _____

City of Albion

By: _____
Sheryl Mitchell
Its: City Manager

Dated: _____
Village of Homer

By: _____
Art Kale
Its: Village Manager

Dated: _____

Jeannie Goodrich
Its: CEO _____

Dated: _____

Calhoun County

By: _____
Kelli Scott
Its: Administrator/Controller

Dated: _____

Proposed Work Plan

Goal 1: Identify health needs of the greater Albion Community (Aim #1).			
Network Member	Strategy	Activities	Measurable Outcome
Oaklawn Hospital Starr Commonwealth (Lead) Calhoun County Albion College City of Albion Albion Health Alliance Summit Pointe <i>BCCF/AHA</i>	Reach out to local community and identify the gaps in care and disparities in health.	Survey local community members. Collect existing health data from Calhoun Coordinating Council and other entities studying local health. Use Oaklawn Hospital's annual health needs assessment and strategic plan. Coordinate network meetings to analyze data and provide recommendation for next steps.	1) Define and disseminate the major health needs and disparities of the greater Albion community to all network members and the public at large (<i>Work Product</i>)
Goal 2: Identify and grow network of health agencies, social service organizations, and local governments that address the care coordination gaps for the at-risk communities in the greater Albion area. (Aim #2, a).			
Network Member	Strategy	Activities	Measurable Outcome
Oaklawn Hospital Starr Commonwealth (Lead) Calhoun County Albion College City of Albion Albion Health Alliance Summit Pointe	Include as many service-delivery partners and care coordination organizations/payers to the process of network formation.	Expand conversations to outside network members and vet more organizations to continue this work within the network. Interview and vet potential leaders within the network for the next step in creating healthcare accessible to at-risk and under-funded populations in the greater Albion area.	1) Defined network members and formal written commitments for a period of time to continue creating and improving care coordination and healthcare access.
Goal 3: Identify how network members integrate functions to share resources and create efficiencies in care coordination and service delivery (Aim #1/Aim #2).			
Network Member	Strategy	Activities	Measurable Outcome
Oaklawn Hospital Starr Commonwealth (Lead)	Investigate what is going well in the current care coordination	Collate locally collected data on services provided and have constructive	1) Defined inventory of services.

Proposed Work Plan

<p>Calhoun County Albion College City of Albion Albion Health Alliance Summit Pointe</p>	<p>space and identify the gaps to begin laying foundation for the future partnerships within the network.</p>	<p>conversations around filling the gaps in payer supported services and actual services delivered. Facilitate solutions-focused conversations around managing chronic illness for at-risk populations. Explore the challenges in not having physical and mental health services co-located and easily accessible.</p>	<p>2) Coordinated map of payers for services and where/what they fund for at-risk and Medicaid/Medicare populations. 3) Defined goals for future integration of mental health services with physical health services.</p>
<p>Goal 4: Develop sustainable network roadmap that addresses the health needs of the greater Albion community and attempts to fill in gaps in care and access (Aim #2/Aim #3).</p>			
<p>Network Member Oaklawn Hospital Starr Commonwealth (Lead) Calhoun County Albion College City of Albion Albion Health Alliance Summit Pointe</p>	<p>Strategy Identify a plan to move forward on addressing gaps in service delivery and care coordination.</p>	<p>Activities Facilitated strategic planning conversations that address the needs of the greater community with the capability of network members to coordinate services.</p>	<p>Measurable Outcome 1) Develop health network strategic plan that defines the roadmap to improving care coordination and service delivery in the greater Albion area.</p>
<p>Goal 5: Strengthen health care system of eastern Calhoun county with network collaboration and mature development of the network (Aim #3).</p>			
<p>Network Member Oaklawn Hospital Starr Commonwealth (Lead) Calhoun County Albion College City of Albion Albion Health Alliance Summit Pointe</p>	<p>Strategy Create a network with strong relationships and expressed commitment to the future of health service delivery.</p>	<p>Activities Regular meetings of the defined network. Regular vetting and admission of new partners and service providers to the network. Continued conversations around service delivery and efficiencies.</p>	<p>Measurable Outcome 1) Formal commitments from all network members of their time and resources available. 2) At the end/during project year, the network is ready to pursue additional funding opportunities and initiates that collaborative process.</p>



PROPOSAL FOR ALBION COLLEGE/ALBION COMMUNITY CLINIC

July 14, 2016

Introduction:

The Ella E.M. Brown Charitable Circle Association, a Michigan non-profit corporation, has owned and operated Oaklawn Hospital since opening in 1925 with 12 beds. Over more than eight decades, Oaklawn has grown and evolved along with Marshall and surrounding communities. With the closing of the Albion hospital, Oaklawn became the primary health care system for the eastern portion of Calhoun County, from approximately Beadle Lake Road in Emmett Township, stretching north to Olivet and Bellevue, south to Tekonsha and Homer, and east to Albion. Oaklawn was instrumental in the formation and operation of the Albion Health Care Alliance in collaboration with Bronson Hospital and continues to hold a seat on the AHCA. At the present time, Oaklawn operates a clinic and physical therapy facility in Albion on B Drive North and also operates, through a profit/non-profit partnership called Oaklawn Dialysis Center of Albion, LLC, the new dialysis center located next to that facility. The Oaklawn, LLC dialysis center represented a \$3.5M investment by Oaklawn and its partners in the health and wellness of Albion's residents and is a powerful statement about Oaklawn's confidence in the future of the Albion community. The mission of Oaklawn Hospital is to provide personal, accessible, and high-quality care to improve the health and well-being of the communities we serve. Oaklawn has repeatedly demonstrated that its future is inextricably linked to the future of Albion, Marshall, and the other communities it serves. Helping to shape and determine that future is the foundation for this proposal and a future partnership between Oaklawn Hospital and Albion College.

The Issue:

Albion College has for many years operated an on-site clinic with a nurse who was employed by Albion College. Due to retirement, the clinic is currently being operated by Oaklawn under the supervision of an Oaklawn doctor. The current clinic is located in the heart of the Albion College campus and if the clinic was moved from its current location, it would allow the College to re-purpose that facility. The College purchased the former Albion Public Schools Washington-Gardner middle school facility. The location of that facility, immediately adjacent to the College campus, would be ideal for students, faculty, and community members. Albion College has a need for its students and staff to obtain accessible and high quality health care. That need is shared by the Albion community in general. A need also may exist for an area for physical therapy for students and community members as well as a workout area for non-athlete students and College staff.

In relation to the annexation of the Albion Public Schools by Marshall Public Schools, effective July 1, 2016, the communities of Albion and Marshall are increasingly looking at their future together with a shared school system and a shared health care system. Albion College has embraced this concept and its board of trustees and leadership is searching for opportunities that will help strengthen and sustain the future of the City of Albion and by extension Albion College. A partnership between Oaklawn and Albion College could help bring together other partners who have worked closely with Marshall Schools through the annexation process, including Starr Commonwealth, the Calhoun County Health Department, and the Kellogg Foundation.

The Proposal:

Oaklawn is proposing that we begin a collaborative process to develop a community based health-care clinic following the broad concepts set forth below. At this point, there would be many specific financial and other details that would need to be resolved. However, if Albion College and Oaklawn were in agreement conceptually, we could move together to develop and implement a center that could be a model for other small colleges and the communities where they are located. All of the concepts set forth below will have to be vetted both by the College and Oaklawn and also with community partners. These concepts should also be considered to be possible individually or in conjunction with one or more of the variations/combinations. In other words, we would like to start the conversation of what the relationship might look like and that conversation will, through refinement and proper vetting, lead to the final product.

Concept 1: Move Oaklawn Clinic services from B Drive to Washington Gardner. Oaklawn currently has clinic offices located on B Drive along with a physical therapy area. If Oaklawn were to move these services downtown, they would be more visible and accessible downtown and would provide part of the impact for the redevelopment of the downtown, reaching east to the main college campus. Moving these services would allow an expanded area for services and would also allow the current building which is located immediately adjacent to the freeway to be used for other purposes including Oaklawn administrative support and possibly expanded services such as Hospice and Home Medical Equipment which would benefit from the convenient access next to the freeway.

Concept 2: Remodel Approximately 7,500 square feet of space in Washington Gardner to hold the clinic. Oaklawn would propose that grant funding be obtained through joint applications by Oaklawn and Albion College to remodel and repurpose sufficient space on the first floor, preferably in the front of the building, to locate and operate Oaklawn's clinic space. Changes would need to be made to the structure to allow handicap accessibility to the location. Oaklawn would also relocate its draw station from the Cram Medical Center to this location. The floor plan and design would be developed jointly with Albion College and subject to final approval by Oaklawn. It would be anticipated that two separate waiting rooms could be developed, one for visibly sick children and adults and one for patients who were seeing a physician or nurse. The possibility of also developing a texting alert system to notify interested students and faculty of when openings are available could also be developed.

Concept 3: Develop an embedded psychiatric care model. Oaklawn has discussed with representatives of Summit Pointe and Starr Commonwealth the possibility of developing a model that would allow for patients to be treated both for their physical ailments and would recognize that those physical ailments are often directly tied to larger issues that can be addressed through other resources in the community.

Concept 4: Provide Physical Therapy Area. Oaklawn would also move the existing physical therapy space to the new location. The space would be used for the physical therapy needs for Oaklawn patients, both from the College and from the Community.

Concept 5: Develop College Workout area. Oaklawn would also, through joint grant funding, or other methods, develop appropriate space for a student/faculty workout area. Sufficient machines could be installed to allow a space for non-athlete students and faculty to work out during specified times. Access could be through a College funded membership and could be allowed through a card access for times when the center was not staffed, similar to the model now being used by the Oaklawn Fitness Center and well as other gyms.

Concept 6: Possible relocation of Cram Medical Center. Oaklawn has had conversations with Marshall Medical Associates about relocating to be part of this reuse of the Washington Gardner facility and a possibility to be explored is to relocate the Cram Medical Center to this facility. This would allow for a central location for medical services in Albion, located a block from the new Calhoun County Health Department facility (located in the former MMA building on Michigan Avenue). The existing Cram Medical Center building could then possibly be repurposed as it is in a centrally located site next to both the farmer's market and the Kalamazoo River.

Concept 7: Provide a Base for Healthy Futures. Another possibility that would combine health care and healthy communities is for Oaklawn to work with Americorp Vista program to develop and execute a plan to address the known health issues in Albion and to specifically underserved populations. Having these individuals housed in the Oaklawn Hospital space at Washington Gardner would allow collaboration, sharing of information, and hopefully focus on the most urgent community needs.

Concept 8: Telehealth. With the availability of space, Oaklawn would like to consider applying for grant funding to put in place a telehealth program that would serve the elderly and other at-risk populations in the rural portions of Calhoun County. Combining this program with the Calhoun County Health Department and Senior Millage efforts could bring an entirely new and innovative approach to health care that would be provided in-home, as opposed to in an office or clinic.

Concept 9: Sports Medicine Doctor. Oaklawn would be willing to provide a sports medicine doctor who could attend sporting events at no cost and who would be available for other services on a negotiated basis.

What Oaklawn would provide:

Oaklawn would provide staffing, including one or more physicians and other staff as needed, in order to staff the clinic. Oaklawn would provide all appropriate malpractice and premises liability insurance for the operation of the clinic. Oaklawn would participate in joint grant applications and pursue alternative funding in collaboration with Albion College and other community partners. Clinic design would be developed through a collaborative community process, subject to final approval by Oaklawn. Oaklawn would provide billing services and would be responsible for ensuring patient payment for services provided. Oaklawn would retain the right to terminate the relationship with six months written notice and, upon the effective date of termination, would be able to remove any personal property it had located in the clinic space and have no further on-going responsibility.

What Albion College would provide:

Through grant funding or other resources, Albion College would provide the space necessary to operate the clinic and would enter into a five year lease for the space at the rate of \$1.00 per year. Oaklawn would also require an option to enter into one additional five year term on the same lease terms. Albion College would obtain grant funding for such equipment as was necessary and which could not be relocated from Oaklawn's existing clinic, its draw station, or from other locations. The College would ensure that sufficient parking and ADA compliant accessibility was available at the location. The College would allow Oaklawn to place zoning compliant signs on the interior and exterior of the building that would identify the location of the clinic and that it was operated and staffed by Oaklawn.

What other partners could provide:

Oaklawn and Albion College would collaborate with Marshall Public Schools, Starr Commonwealth, the City of Albion, Calhoun County Health Department, Calhoun County Senior Services and other community partners to make this clinic the center for health care in the community. For example, Starr and MPS are working together to provide annual summer events at Albion College that will bring children from Albion and Marshall together for shared experiences. A clinic nurse could potentially be available for these events. Albion College offers summer camps for high-school students and nursing staff could provide assistance with those events. The Albion City Recreation program will continue to work with MPS to provide summer (and other recreation) opportunities to the residents of Albion City and surrounding areas and clinic nurses could also assist with those programs. Oaklawn has traditionally offered an exercise program in the schools and that program could also be expanded to include Albion students with participation and support from the clinic.

Conclusion:

Oaklawn is excited to begin discussions with Albion College. At this point, Oaklawn is seeking the execution of a letter of understanding or similar document that would confirm that Albion College and Oaklawn will work together to develop a clinic, with an anticipated opening date of the fall of 2018. In the meantime, Oaklawn would continue to operate the Albion College clinic at its currently location until the transition was complete. Oaklawn would enthusiastically create and develop the partnerships with Albion College and other community partners to make this venture successful and a point of pride for the Albion community.

CITY OF ALBION
~~SENIOR CITIZENS HOUSING AND EMERGENCY SERVICES FACILITIES~~ ALBION
TRUST

THIS IRREVOCABLE TRUST AGREEMENT, is made this _____ day of _____, 2016, between CITY OF ALBION, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan ("GRANTOR"), AND Jan Lazar, _____, and _____ (collectively, the "TRUSTEES"). The GRANTOR hereby transfers to the TRUSTEES the property described in Schedule A attached hereto, comprised of money or securities in the aggregate principal sum of \$1,054,552.80. The GRANTOR reserves the right to make additions to this trust from time to time, by transferring same to the TRUSTEES. That property, and any other property that may be received by the TRUSTEES ("Trust Property"), shall be held and distributed as follows:

ARTICLE I

This instrument is irrevocable.

ARTICLE II

1. The TRUSTEES shall set aside the Trust Property in trust to be held in accordance herewith.
2. The TRUSTEES may distribute to, or use for the benefit of the GRANTOR, all or any portion of the principal of this trust to the GRANTOR for any of the following purposes:
 - A. For the payment of the principal and interest and redemption premiums, if any, on the Albion Building Authority Bonds (Senior Citizens Housing) ~~or on the Albion Building Authority Bonds (Joint Ambulance and Fire Station)~~, or any bonds issued to refund such bonds;
 - B. For purposes of improving, expanding, maintaining, repairing, replacing or reconstructing any structure or improvement which comprises a part of the Maple Grove Apartments ("Maple Grove Apartment") located at 1041 Maple Street, Albion, Michigan, 49224 ~~or any structure or improvement which comprises a part of the Joint Ambulance and Fire Station located at 207 North Clinton Street, Albion, Michigan 49224;~~
 - C. For repair, replacement or reconstruction of the Maple Grove Apartments ~~or Joint Ambulance and Fire Station~~, which is occasioned by a fire, tornado or other calamity or disaster;
 - D. To the extent that the principal of this trust is not needed for any of the purposes listed in sub-sections A., B., and C. of this section, for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging,

operating, and maintaining buildings, automobile parking lots or structures, recreational facilities, stadiums, and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, and for any and all other purposes authorized an permitted by Act 31, Public Acts of Michigan, 1948 (First Extra Session), as it may be amended from time to time, for use of any legitimate public purpose of the GRANTOR.

3. The TRUSTEES may distribute to the GRANTOR all or any portion of the net income of the trust. The TRUSTEES shall add any undistributed income to the Trust Property.
4. Unless earlier terminated, this Trust shall continue in accordance with the terms hereof for a period of TWELVE (12) years from the date of execution of this Agreement.
5. This Trust shall terminate, prior to the lapse of the trust term designated in Section 4, Article II, upon the TRUSTEES' receipt of a written opinion of counsel for GRANTOR, that the income, principal or any part of this Trust, is subject to taxation or rebate under the Internal Revenue Code of 1986, as amended, or any successor provisions thereof.
6. This Trust shall also terminate, prior to the lapse of the trust term designated in Section 4, Article II, upon the written request of GRANTOR, if ~~both the Maple Grove Apartments are no longer in operation as senior citizens housing and if the Joint Ambulance and Fire Station is no longer in operation as a fire station, or if both the Maple Grove Apartments and Joint Ambulance and Fire Station are no longer in operation~~ by the GRANTOR or by a municipal entity designated by the GRANTOR.
7. This Trust shall also terminate, prior to the lapse of the trust term designated in Section 4, Article II, if for any reason a court of competent jurisdiction finds that the creation or existence of the Trust property, or the transfer of monies into this Trust, is ultra vires beyond the powers conferred upon GRANTOR by law.
8. This Trust shall also terminate, prior to the lapse of the trust term designated in Section 4, Article II, as permitted by MCL 700.7411(1)(b), if the GRANTOR, by a super majority vote of its council, authorizes termination solely for the purpose of transferring the Trust assets to a third party for further management. The GRANTOR'S counsel must approve of this termination in writing for the termination to be effective. For purposes of this section, GRANTOR is a "Qualified trust beneficiary" and GRANTOR's counsel is a "Trust Protector" as defined in MCL 700.7103
9. Upon termination of this Trust, the TRUSTEES shall immediately distribute all assets of the Trust to the grantor trust, of which GRANTOR is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the internal Revenue Code of 1986, as amended, and shall be construed accordingly.

ARTICLE III

1. The TRUSTEES shall expend all income or principal which is authorized by this Agreement by paying such sum to GRANTOR for the limited uses permitted in accordance herewith. The receipt by GRANTOR shall be a complete discharge to the TRUSTEES who shall not be responsible for the application of such payment.
2. The TRUSTEES shall not be required to obtain authority or approval of any court in exercising any power or discretion permitted under this AGREEMENT. The TRUSTEES shall not be required to file accountings with any court.
3. No person dealing with the TRUSTEES shall be obligated to inquire into the TRUSTEES' power or authority or into the validity of any act of the TRUSTEES, or be liable for the application of any money paid to the TRUSTEES in the management of the trust property.
4. The validity and effect of this AGREEMENT and the dispositions pursuant to this AGREEMENT shall be determined under the laws of the State of Michigan.

ARTICLE IV

In addition to any powers given by law or otherwise, and not by way of legislation of any such powers, the TRUSTEES are authorized and empowered, at any time, in the TRUSTEES' absolute discretion:

1. To select and retain a qualified bank and trust company to serve as custodian of the Trust Property under a custodial agreement for the purpose of safekeeping, investment and administration of the Trust Property. Said custodian shall be entitled to reasonable compensation for services in administering and distributing the estate or trust property, and to reimbursement for expenses.
2. To hold and retain all or any property received from GRANTOR or any other source, without regard to any law or rule of court concerning diversification or risk;
3. To invest and reinvest the Trust Property in:
 - A. Government Obligation which shall mean direct obligations of the United States of America or obligations in the principal and the interest on which are unconditionally guaranteed by the United States of America ("Government Obligations");
 - B. Bonds, debentures, or other evidences of indebtedness issued or guaranteed by the Government National Mortgage Association;

- C. Mutual Funds, composed of investment vehicles, which are legal for direct investment by cities, under Act 20, public Acts of Michigan, 1943, as amended;
 - D. Certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances of any bank in the United States whose deposits are insured by the Federal Deposit Insurance Corporations, or any savings and loan association in the United States whose deposits are insured by the Federal Savings and Loan Insurance Corporations, provided that such certificates of deposit or banker's acceptance is from a bank or from savings and loan association having a combined capital and surplus aggregating to at least Fifty Million Dollars (\$50,000,000);
 - E. Commercial paper of a United States corporation or finance company, other than that issued by bank holding companies, rated at the date of investment in the highest rating category by two nationally recognized rating agencies maturing in not more than 270 days, provided that not more than 50% of the Trust Property shall at any time be invested in commercial paper;
 - F. Any repurchase agreement which by its terms matures not later than one year from its date or execution with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by Government Obligations which shall at all times have a market value (exclusive of accrued interest) as estimated by the TRUSTEES of not less than one hundred four percent (104%) of the full amount of the repurchase agreement, dates of maturity not in excess of seven years and be delivered to the TRUSTEES or another bank or trust company organized under the laws of any state or the United States of America or any national banking association, as custodian, and the custodian must have a first lien on, and retain possession of the collateral, free and clear of all third party claims;
4. To sell, exchange, partition, or otherwise dispose of any property, at public or private sale, for such purposes and upon such terms, including options and sales on credit, with or without security;
 5. To renew or extend the time of payment of any obligation, secured or unsecured, payable to or by the trust created hereby, for as long a period or periods of time and on such terms as deemed advisable; and to adjust, settle, compromise and arbitrate claims or demands upon such terms as deemed advisable;
 6. In respect of any securities forming part of this trust, to vote upon any proposition or election at any meeting, and to grant proxies, discretionary or otherwise, to vote at any such meeting; to join in or become a party to any reorganization, readjustment, merger, voting trust, consolidation, or exchange, and to deposit any such securities with any committee, depository, trustee, or otherwise, and to

pay out any fees, expenses, and assessments incurred in connection therewith, and to charge the same to principal or income as deemed proper; to exercise conversion, subscription, or other rights, or to sell or abandon such rights, and to receive and hold any new securities issued as a result of any such reorganization, readjustment, merger, voting trust, consolidation, exchange, or exercise of conversion, subscription, or other rights; and, generally, to take all action in respect to any such securities as could be done by an absolute owner;

7. Whenever required or permitted, to divide or distribute any property, and to make such division or distribution in kind or in money, or in part kind and in part money, and without regard to the income tax basis of any such property;
8. To apportion extraordinary or liquidating distributions between income and principal in such manner as shall fairly take into account the relative interests of the beneficiaries; and, to determine what constitutes such distributions;
9. In connection with making investments, to determine whether to amortize premiums in whole or in part;
10. To engage attorneys, accountants, agents, custodians, clerks, investment counsel, and such other persons as deemed advisable, to make such payments therefor as deemed reasonable, and to charge the expense thereof to income or principal as equitably determined, and to delegate to such persons and discretion deemed proper;
11. To exercise all power and authority, including any discretion, conferred in this instrument with respect to all accumulations of income under this instrument and with respect to all property held under a power in trust;
12. To exercise all power and authority, including any discretion conferred in this instrument after the termination of any trust created herein and until the same is fully distributed.

No powers enumerated herein or accorded to the TRUSTEES generally pursuant to law shall be construed to enable the TRUSTEES, or any other person, to purchase, exchange, or otherwise deal with or dispose of the principal or income of the trust for less than an adequate or full consideration in money or money's worth, or to borrow the principal or income of the trust, directly or indirectly, without adequate interest or security.

ARTICLE V

1. Any TRUSTEE may resign at any time by giving written notice, specifying the effective date of resignation, to GRANTOR and to the remaining two TRUSTEES. The GRANTOR shall appoint a Successor TRUSTEE for the unexpired term.

2. The initial terms of the three TRUSTEES shall be for a term of years as follows: Jan Lazar for a term ending on November 1, 2017, _____ for a term ending on November 1, 2018, and _____ for a term ending on November 2019, respectively. Thereafter, succeeding TRUSTEES shall serve three year terms. The GRANTOR shall appoint a Successor TRUSTEE.
3. In case of temporary absence or disability of any TRUSTEE, the GRANTOR may appoint a TRUSTEE to act temporarily in his or her stead.
4. A TRUSTEE or Successor TRUSTEE may not be an elected official of the GRANTOR, a current employee of GRANTOR, or a former employee or former elected official, within two (2) years of appointment as TRUSTEE, of the GRANTOR.
5. Any successor TRUSTEE shall accept without examination or review the accounts rendered and the property delivered by or for a predecessor TRUSTEE, without incurring any liability or responsibility for so doing.
6. Any successor TRUSTEE shall have the same title, powers, duties, and discretion of the TRUSTEE succeeded, without the necessity of any additional conveyance or transfer.
7. Meetings of the TRUSTEES shall be called by any two (2) members. Written notice of special meetings shall be either (a) served personally on each TRUSTEE or left at his or her usual place of employment or residence no less than twenty-four (24) hours prior to the time of the special meeting; (b) given personally by telephonic communication to each TRUSTEE not less than twenty-four (24) hours prior to the time of the special meeting; or (c) given by first class mail to each TRUSTEE not less than seventy-two (72) hours prior to the time of the special meeting.
8. Two TRUSTEES shall constitute a quorum, and all proceedings by the TRUSTEES shall require for favorable action a vote of two TRUSTEES. The TRUSTEES shall keep a journal of proceedings, which shall be signed by any TRUSTEE. Said journal shall show the manner in which each TRUSTEE voted and each TRUSTEE shall vote upon all motions and resolutions unless disqualified from voting thereon by reason of any direct or indirect personal interest as defined by the State of Michigan Conflict of Interest Laws.
9. Any action required or permitted by this trust may be taken without a meeting, without prior notice and without a vote, if two TRUSTEES authorize the action in writing, specifically set forth the action to be taken, and sign the same. The written authorizations shall bear the date of signature of each TRUSTEE who signs the consent.
10. The TRUSTEES shall file with GRANTOR an accounting, quarterly and shall provide any such additional information as may be requested or required by GRANTOR.

STATE OF MICHIGAN)

:ss

COUNTY OF CANHOUN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by _____ and, _____, the Mayor and City Clerk, respectively, of the City of Albion.

Notary Public
Calhoun County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)

:ss

COUNTY OF CANHOUN)

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

Notary Public
Calhoun County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)

:ss

COUNTY OF CANHOUN)

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

Notary Public
Calhoun County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
 :SS
COUNTY OF CANHOUN)

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

Notary Public
Calhoun County, Michigan
My Commission Expires: _____

SCHEDULE A

The Trust Property

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ALBION, THE ALBION DEPARTMENT OF PUBLIC SAFETY
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN,
ALBION PUBLIC SAFETY OFFICER'S ASSOCIATION**

THIS LETTER OF UNDERSTANDING, dated this _____ day of _____, 2016 is executed between the City of Albion and Albion Department of Public Safety (hereinafter collectively referred to as the "Employer"), and the Police Officers Association of Michigan and the Albion Public Safety Officer's Association (hereinafter referred to as "Union".)

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement that covers from January 1st, 2016 thru October 1st, 2017; and

WHEREAS, the collective bargaining agreement addresses certain terms and conditions for rate of pay; and

WHEREAS, the parties desire to delete language that specifies training wages of personnel that are hired without any police and/or fire certifications to be effective as soon as possible to implement after this document is executed by the parties.

NOW THEREFORE, IT IS HEREBY AGREED:

The language under APPENDIX A-1, Wage Plan, specifies PSO-Trainee, PSO-1, and PSO-2 pay grades based on police and/or fire certifications of newly hired employees. The CITY and UNION agree to delete these classifications of PSO-Trainee, PSO-1 and PSO-2 and start any personnel hired without police and/or fire certifications at the Start wage listed in the current collective bargaining agreement.

The language under APPENDIX A-1, Wage Plan, add in to APPENDIX A-1 General Notes with the following:

**APPENDIX A-1
WAGE PLAN**

General Notes: Any new hire that has to be sponsored by the CITY for either police and/or fire certifications will start at the "Start" wage listed in the collective bargaining agreement. Upon the employee doing this, the employee agrees to stay employed by the CITY for a term of no less than 4 years from the date of obtaining their police and/or fire certifications that were paid for by the CITY. If said employee chooses to leave employment with the CITY prior to the 4 year anniversary date, the employee will be responsible for the complete reimbursement of the costs incurred by the CITY for the police and/or fire certifications of said employee.

All other terms and conditions specified in the collective bargaining contract between the parties shall remain in full force and effect, except as modified above.

Police Officer's Association
of Michigan / Albion Public Safety
Officer's Association

City of Albion

Gregg Allgeier Business Agent

Garrett Brown Mayor

Bill Timmins Union President

Sheryl Mitchell City Manager

Nicole Wygant Vice President

Jill Domingo City Clerk

Resolution #2016-71

A RESOLUTION TO APPROVE ALBION DEPARTMENT OF PUBLIC SAFETY LEASE OF CHEVY CRUZ

Purpose and Finding: As the council is aware, the Albion Department of Public Safety works closely with several federal agencies on drug interdiction and other federal offenses that occur in Albion and the surrounding area(s). As a result, those agencies provide reimbursement to our department for services rendered. Presently, our department has a detective with a high volume of investigative work and travel required. It is recommended that she have her own leased vehicle. A rate has been negotiated for the lease of a Chevy Cruz for 39 months at the rate of \$324.75 per month. Any and all costs associated with this vehicle lease will be reimbursed to the City by the Internal Revenue Service. As such, there will be no final cost to the City for this lease. Given that this expenditure exceeds \$5,000.00, council approval is required pursuant to Ordinance 2-384.

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

RESOLVED, that the City of Albion hereby authorizes the lease of a Chevy Cruz from Chevrolet, for a period of 39 months, and at the rate of \$324.75 per month.

BE IS FURTHER RESOLVED, that the City Manager is hereby authorized to sign the lease agreement on behalf of the City.

Date: December 19, 2016

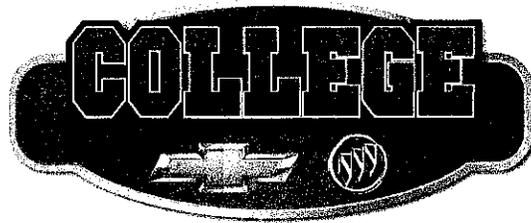
Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on December 19, 2016.

Jill Domingo
City Clerk



December 5, 2016

City of Albion
Albion Department of Public Safety
112 West Cass Street
Albion, MI 49224
Phone: 517-629-5535

This letter is a quote for the lease of 2017 Chevrolet Cruze LT. This lease is for 39 months and 21,000 miles a year.

Below is a detailed list of pricing and Equipment.

Price per month: \$324.75

LT Automatic Sedan, Power Driver Window w/ Express Up and Down Power Locks, Keyless entry & start, Bluetooth Streaming.

Thank you for business.

Chuck Hiatt GSM & Lance Waito
College Chevrolet Buick
Phone 517-629-2151
Fax 517-629-8969

Resolution #2016-78

Fund Balance Policy

Purpose and Finding: The City of Albion currently aims to adhere to the policies set forth by the Governmental Accounting Standards Board (GASB). This includes (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. GASB 54 requires certain actions by the governing body in order to establish a means to segregate fund balance for reporting purposes. In addition, although not required by any accounting standard, in order to ensure that governments maintain adequate levels of fund balance to mitigate risks and provide a back-up for revenue shortfalls, it is the recommended best practice that governments establish a minimum level of unrestricted fund balance in their general fund, along with policies related to use and replenishment of fund balance. As such, the City's auditors, Abraham & Gaffney, P.C., have recommended the adoption of a Fund Balance Policy which sets forth definitions, procedures, and guidelines for fund balances. The attached Fund Balance Policy is submitted to the council for consideration and adoption.

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

RESOLVED, that the City of Albion Fund Balance Policy dated December 2016 is hereby adopted and is effective in 2017;

I hereby certify that the above resolution was adopted on December 19, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk

CITY OF ALBION
Fund Balance Policy
Classification, Procedures and Appropriate Level
Adopted: December 19, 2016
Date Last Updated: December 19, 2016
Page | 1

Purpose

The City of Albion believes that sound financial management principles require that sufficient funds be retained by the City/Township/Village/County to provide a stable financial base at all times. To retain this stable financial base, the organization needs to maintain a fund balance in the General Fund that is sufficient to fund all cash flows of the organization, to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature, and to provide funds for all existing encumbrances.

The purpose of this policy is to establish a key element of the financial stability of the City of Albion by setting guidelines for fund balance. Fund balance is an important measure of economic stability. It is essential that the City of Albion maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the general operations of the City of Albion.

In addition, this policy addresses the City of Albion's requirements under GASB 54 surrounding the composition of fund balance, including the establishment and use of the various components of fund balance.

Definitions

Fund Balance – A governmental fund's fund balance is the difference between its assets, deferred outflows and its liabilities and deferred inflows.

Fund Balance Components – An accounting distinction is made between the portions of fund equity that are spendable and nonspendable. Under GASB 54, these are broken up into five categories:

- 1) **Nonspendable fund balance** – Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)
- 2) **Restricted fund balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and dedicated millages.
- 3) **Committed fund balance** - Amounts constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.
- 4) **Assigned fund balance** – Amounts *intended* to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- 5) **Unassigned fund balance** – is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Unrestricted fund balance - Unrestricted fund balance includes committed, assigned and unassigned fund balance categories. Governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance rather than on unrestricted fund balance.

CITY OF ALBION
Fund Balance Policy
Classification, Procedures and Appropriate Level
Adopted: December 19, 2016
Date Last Updated: December 19, 2016
Page | 2

Policies

Minimum Unrestricted Fund Balance - General Fund

The fund balance of the City of Albion's General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The City of Albion's basic goal is to limit expenditures to anticipated revenue in order to maintain a balanced budget.

It is the goal of the City of Albion to achieve and maintain an unrestricted fund balance in the general fund equal to 15% - 20% of expenditures. The use of fund balance is appropriate for one-time expenditures or to avoid creating a structural deficit.

If unassigned fund balance falls below the goal or has a deficiency, the City Manager will treat this as a financial management priority and will implement procedures for replenishing fund balance as well as identify a timeline that will be reported to City Council. A key component of the replenishment plan will be to control operating expenditures and use budget surpluses to replenish fund balance.

Committed Fund Balance

The Albion City Council is the City of Albion's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Albion City Council at the council meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

Assigned Fund Balance

The Albion City Council has authorized the City Manager act as the official authorized to assign fund balance to a specific purpose as approved by this fund balance policy.

Order of Expenditure of Funds (Spending Prioritization)

When multiple components of fund balance are available for the same expenditure (for example, a project has both restricted and unrestricted funds available for it), spending will occur in this order – the following is the order of spending prioritization-restricted, committed, assigned, and unassigned.

RECOMMENDATION / COMMENT FROM AUDITORS ABRAHAM & GAFFNEY, P.C.

Policies

Minimum Unrestricted Fund Balance - General Fund

Establishing a formal policy that defines the appropriate level of fund balance is a best practice suggestion. GASB 54 **does not** require such a policy; but if an entity has a minimum fund balance policy, it must be disclosed. A fund policy should include the following:

- Appropriate level of unrestricted fund balance to be maintained in the general fund.
 - GFOA recommends that general-purpose governments incorporate in its financial policies that unrestricted fund balance in the general fund be no less than two months (16%) of regular general fund operating revenues or regular general fund operating expenditures. The choice of revenues or expenditures as a basis of comparison may be dictated by what is more predictable in a government's particular circumstances.
 - The size of the government may drive appropriate levels of fund balance - a larger government may find that fund balance doesn't need to be quite as high as GFOA recommends; in contrast, smaller governments may find that a more appropriate fund balance level for their organization is slightly higher than what GFOA recommends.
 - A government's particular situation often may require a level of unrestricted fund balance in the general fund significantly in excess of this recommended minimum level (for example, a March 31st year end entity whose recent tax collections are needed to sustain the organization through the next year should have a higher fund balance than a December 31st year end entity who will recognize its property tax levy as revenue at the beginning of its next fiscal year.)
 - Governments may also want to consider adding in their policies a maximum fund balance level to be maintained in the general fund.
- Circumstances in which unrestricted fund balances can be "spent down"
- Policy for replenishing deficiencies (source of funding and time period). If fund balance falls below a government's policy level, it is important to have a plan to replenish those levels that emphasizes replenishment as a financial management priority. Generally, a key part of a replenishment plan will be to control operating expenditures and use budget surpluses to replenish fund balance. The policy may define the revenue sources that would typically be looked to for replenishment of fund balance. This might include non-recurring revenues, budget surpluses and excess resources in other funds (if legally permissible). A replenishment plan will likely be more successful if it establishes replenishment milestones at various time intervals. This is especially important if replenishment is expected to take place over multiple years.
- Circumstances under which contingencies may be spent should be as specific as possible

Under GASB 54, a government should determine the composition of its ending fund balance by applying its accounting policies regarding whether it considers restricted or unrestricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available. Similarly, within unrestricted fund balance, the classification should be based on the government's accounting policies regarding whether it considers committed, assigned, or unassigned amounts to have been spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

A government is not required to specifically establish a spending prioritization policy. If a government does not establish a policy for its use of unrestricted fund balance amounts, the default policy under GASB 54 will apply. This default policy requires that committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

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SUMMARY OF STATEMENT NO. 54



SUMMARIES / STATUS

SUMMARY OF STATEMENT NO. 54

FUND BALANCE REPORTING AND GOVERNMENTAL FUND TYPE DEFINITIONS (ISSUED 02/09)

STANDARDS & GUIDANCE

Pronouncements

Implementation Guides (Pre-Statement 76)

GARS Online

The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The initial distinction that is made in reporting fund balance information is identifying amounts that are considered *nonspendable*, such as fund balance associated with inventories. This Statement also provides for additional classification as restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. The *committed* fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned. Governments are required to disclose information about the processes through which constraints are imposed on amounts in the committed and assigned classifications.

Governments also are required to classify and report amounts in the appropriate fund balance classifications by applying their accounting policies that determine whether restricted, committed, assigned, and unassigned amounts are considered to have been spent. Disclosure of the policies in the notes to the financial statements is required.

This Statement also provides guidance for classifying stabilization amounts on the face of the balance sheet and requires disclosure of certain information about stabilization arrangements in the notes to the financial statements.

The definitions of the general fund, special revenue fund type, capital projects fund type, debt service fund type, and permanent fund type are clarified by the provisions in this Statement. Interpretations of certain terms within the definition of the special revenue fund type have been provided and, for some governments, those interpretations may affect the activities they choose to report in those funds. The capital projects fund type definition also was clarified for better alignment with the needs of preparers and users. Definitions of other governmental fund types also have been modified for clarity and consistency.

The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2010. Early implementation is encouraged. Fund balance reclassifications made to conform to the provisions of this Statement should be applied retroactively by restating fund balance for all prior periods presented.

How the Changes in This Statement Will Improve Financial Reporting

The requirements in this Statement will improve financial reporting by providing fund balance categories and classifications that will be more easily understood. Elimination of the *reserved* component of fund balance in favor of a *restricted* classification will enhance the consistency between information reported in the government-wide statements and information in the governmental fund financial statements and avoid confusion about the relationship between reserved fund balance and restricted net assets. The fund balance classification approach in this Statement will require governments to classify amounts consistently, regardless of the fund type or column in which they are presented. As a result, an amount cannot be classified as restricted in one fund but unrestricted in another. The fund balance disclosures will give users information necessary to understand the processes under which constraints are imposed upon the use of resources and how those constraints may be modified or eliminated. The clarifications of the governmental fund type definitions will reduce uncertainty about which resources can or should be reported in the respective fund types.

Unless otherwise specified, pronouncements of the GASB apply to financial reports of all state and local governmental entities, including general purpose governments; public benefit corporations and authorities; public employee retirement systems; and public utilities, hospitals and other healthcare providers, and colleges and universities. Paragraph 3 discusses the applicability of this Statement.

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Governmental Accounting Standards Board Statement 54

Overview:

The Governmental Accounting Standards Board (GASB) has issued Statement 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. The Statement requires fund balance to be classified into different categories for governmental funds depending on the extent to which the use of resources is constrained for specific purposes and is effective for the State's Comprehensive Annual Financial Report (CAFR) ending June 30, 2011.

Fund balance is the excess of assets over liabilities and is usually a positive amount. It is reported in Report 8, *Post Closing Trial Balance*. GASB 54 does not impact Budgetary/Legal basis financial reporting. The new fund balance classifications do not need to be reported on the Report 8.

In order for the State Controller's Office (SCO) to implement these changes, we request that your department determine the new fund balance classification(s) for each of the funds listed in the attached Fund Balance Classification Form. The definitions and instructions will help you fill out the form. The Manual of State Funds and State Constitution/Statutes links below have been provided to assist your analysis. Please return the form to the SCO by **September 1, 20XX**. Timely return of this form will be a requirement to be eligible for the Certificate for Achieving Excellence in Financial Reporting.

Fund Balance Definitions:

[Manual of State Funds Hyperlink](#)
[State Constitution and Statutes Hyperlink](#)

Nonspendable Fund Balance:

Nonspendable fund balance includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted Fund Balance:

Fund balance should be reported as restricted when constraints placed on the use of resources are either (1) externally imposed by creditors (i.e., debt covenants), grantors, contributors, or laws or regulations of other governments; or (2) imposed by law through constitutional provisions or enabling legislation.

Enabling legislation, as the term is used in GASB 54, authorizes the government to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation. Legal enforceability means that a government can be compelled by an external party - such as citizens, public interest groups, or the judiciary - to use resources created by enabling legislation only for the purposes specified by the legislation.

Committed Fund Balance:

Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority should be reported as committed fund balance. These committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action (e.g., legislation) it employed to previously commit these amounts. For California, the government's highest level of decision-making authority is exercised by the Legislature and the Governor. The formal action to constrain resources is a statute passed by the Legislature and signed by the Governor. If the Governor vetoes the legislation, the Legislature can override the veto with a 2/3 majority of each house.

The authority that commits fund balance to a specific purpose should occur prior to the end of the reporting period, but the amount subject to constraint may be determined in a subsequent period. Committed fund balance should incorporate contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned Fund Balance:

Amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.

Assigned fund balance includes all positive remaining amounts in governmental funds, other than the General Fund, that are not considered nonspendable, restricted, or committed. In the General Fund, an assignment conveys an intended use that is narrower than the general purpose of the government itself.

Unassigned Fund Balance:

Unassigned fund balance is the residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds, if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance. See the Instructions for "unassigned" fund balance for additional information.

Instructions to Complete the Fund Balance Classification Form:

The form is already set up with funds that apply to your department. After the last fund displayed in the form, repeat any funds as needed to report multiple fund balance classifications for a fund and give the amount for each fund balance classification in the "Amount as of June 30" column. **Do not skip rows in the form.**

(1) - Fund Balance Classification Code Select the fund balance classification codes from the drop-down list for each fund listed. Please refer to the fund balance classification definitions above and the instructions below.

Please retain the documents used to support the fund balance classification for review by SCO and the Bureau of State Audits.

- Nonspendable** If fund balance includes amounts that cannot be spent because they are either of the following, input "N":
- a) Not in spendable form such as long-term loans or notes receivable or property acquired for resale unless the proceeds are restricted, committed or assigned.
 - b) Legally or contractually required to be maintained intact.

Restricted If the answer to **any** of the questions listed below regarding resources is **YES**, classify the related fund balance as "restricted". If the answer to **ALL** is **NO**, move on to the "committed" section.

- a) Is your department's use of the resource restricted by grantors, laws, or regulations of other governments? If **YES**, input "R1".
- b) Is your department's use of the resource restricted by the California Constitution, including Propositions that amend the Constitution? If **YES**, input "R2".
- c) Is the authority to assess, levy, charge, and collect a resource from external parties, and the constraint that limits the use of the resource to a specific purpose, both contained in the same legislation? Is the constraint on the use of the resource legally enforceable? If the answers to **both** questions are **YES**, input "R3".
- d) Is your department's use of the resource restricted by creditors, such as debt covenants for payment of debt service? If **YES**, input "R4".
- e) Is your department's use of the resource restricted by conditions imposed by the donor of the resource? If **YES**, input "R5".

Committed If the resources in the fund do not meet the criteria for restricted, and the use of these resources is (a) constrained by the Legislature through statute and (b) cannot be used for any other purpose unless the Legislature statutorily amends the constraint, then the fund balance should be "committed". Input "C".

Assigned

For funds other than the General Fund: If fund balance is not classified as nonspendable, restricted or committed, it is "assigned". For the General Fund: Assignment represents the government's intent to use resources for a specific purpose; however, this should not result in a deficit unassigned fund balance. Input "A". Examples of assigned fund balance are:

- a) Fund balance appropriated to eliminate a deficit in fund balance in the next fiscal year
- b) Transfers from the General Fund that are neither restricted nor committed
- c) Investment earnings, including grant interest, that are neither restricted nor committed
- d) Purchase orders that create outstanding encumbrances that are not related to restricted or committed resources

Unassigned

The General Fund can have either a positive or negative unassigned fund balance. Other funds can have only a negative unassigned fund balance if expenditures exceed the amounts available in the nonspendable, restricted, and committed classifications. These other funds should report a negative unassigned fund balance only after all assigned amounts have been eliminated. (If so, please provide an explanation in the Notes box.) As such, these funds could have either a positive assigned or a negative unassigned fund balance, not both. The General Fund should be the only fund that reports a positive unassigned fund balance amount. Input "U".

(2) - Reference

List the law, regulation, reference, etc. that your department used to help determine the fund balance classification for each fund. Sources include, but are not limited to, the California Constitution, California Statutes, DOF Manual of State Funds. For assigned and nonspendable, please provide a general description.

(3) - Amount as of June 30

If a fund incurs an expenditure for which more than one resource is available and these resources have different levels of constraint, then such resources should be applied against the expenditure in the following order: first, reduce "restricted" resources; then, "committed"; then, "assigned". For funds with multiple fund balance classifications or if the General Fund has other than an "unassigned" fund balance, input the amount for each fund balance classification as of June 30, 20XX, in whole dollars. The total fund balance for each fund should equal the June 30, 20XX Budgetary/Legal basis fund balance in Report 8:

Shared funds: GLA 5570; Non-shared funds: GLA 5530.

Please input positive amounts for normal balances.

Please return the completed form by **September 1, 20XX**, by e-mail as an Excel attachment to: SGR@sco.ca.gov

Scanned documents will not be accepted.

CITY OF ALBION, MICHIGAN
2017 FEE SCHEDULES
 Effective Date – January 1, 2017

<i>Description</i>	<i>Fee</i>
GENERAL	
Comprehensive Master Plan 2017	\$50.00
Copy of City Charter	\$15.00
Ordinance Book – Soft Bound Copy	\$50.00
Ordinance Book – Hard Bound Copy	\$75.00
Ordinance Supplements	\$20.00
Non-Sufficient Funds (Bad Check) Charge	\$25.00
Notary Services (per document)	\$10.00
Criminal Background Checks	\$10.00
Audio Recordings	\$10.00
Video Recordings	\$20.00
Copying Charges for the Public (items brought in by public for copies)	\$1/1 st page + 15 cents ea add'tl pg
Assessment Cards Copying Charges (3)	\$3/1 st page + 50 cents ea add'tl pg
Balance Request Form (Taxes, Water, etc.)	\$5.00/parcel
Faxing Charges	\$3/1 st page + 50 cents ea add'tl pg
Bicycle Licenses (no charge)	--
CLERK	
Trash Haulers Annual License Fees	\$75.00
All Vehicles for Hire Annual License Fees	\$75.00
Taxi Drivers Annual License Fees	\$20.00
Bed & Breakfast Annual License Fee	\$50.00
Establishment Mechanical Amusement Device, 1 st Device, Fee	\$75.00
Establishment Mechanical Amusement Device, 2-4 Devices, Fees	\$100.00
Establishment Mechanical Amusement Device, 5-9, Annual Fees	\$250.00
Establishment Mechanical Amusement Device, 10 or More, Fees	\$500.00
Establishment Musical Device Fees	\$75.00
Peddler/Transient Merchant License	
30 days – Resident	\$50.00
30 days – Non Resident	\$100.00
90 days – Resident	\$100.00
90 days – Non Resident	\$200.00
1 Year – Resident	\$250.00
1 Year – Non Resident	\$400.00
Freedom of Information Requests (2)	Actual Costs (2)
Publishing Public Notices for Development Projects	\$75.00
Copies of Accident Reports & Police Reports (4)	\$3/1 st page + 50 cents ea add'tl pg
Voter Registration List	30 cents per page
Voter Registration List Mailing Labels	50 cents per page
PUBLIC SAFETY	
Sex Offender Registration	\$35.00
Fingerprinting	\$15.00
PBT for Probationers	Resident \$5.00 Non-Resident \$10.00
License to Purchase Weapon	\$5.00
Housing Loose or Vicious Dog	\$25/day
Housing Loose or Vicious Dog – Extended Stay	\$35/day

Description	Fee
CEMETERY	
Lot Purchase (Cemetery) – Adult/Child, Albion Resident	\$450.00
Lot Purchase (Cemetery) – Adult/Child, Non-Resident	\$900.00
Lot Purchase (Cemetery) - Infant (4' x 4'), Albion Resident	\$300.00
Lot Purchase (Cemetery) – Infant (4' x 4'), Non-Resident	\$600.00
Lot Transfers	
Immediate Family	\$0
Other Than Immediate Family	\$100.00
Perpetual Care	TBD
Interment, Overtime Fee (Per Hour)	\$75.00
Grave Opening, Weekday – Adult/Child	\$400.00
Grave Opening, Saturday – Adult/Child	\$550.00
Grave Opening, Sunday/Holiday – Adult/Child	\$700.00
Grave Opening, Weekday – Infant (4'x4') No Vault, Special Section (6)	\$200.00
Grave Opening, Saturday – Infant (4'x4') No Vault, Special Section (6)	\$350.00
Grave Opening, Sunday/Holiday – Infant (4'x4') No Vault, Special Section (6)	\$500.00
Grave Opening, Weekday – Cremains	\$150.00
Grave Opening, Saturday – Cremains	\$300.00
Grave Opening Saturday – Cremains (Urn Vault)	\$400.00
Grave Opening, Sunday/Holiday – Cremains	\$450.00
Grave Opening, Sunday/Holiday – Cremains (Urn Vault)	\$475.00
Disinterment (Plus Cost of Vault Company Services), Weekday	\$400.00
Disinterment (Plus Cost of Vault Company Services), Saturday	\$550.00
Disinterment (Plus Cost of Vault Company Services), Sunday/Holiday	\$700.00
Disinterment of Cremains, Weekday (Urn or Temporary Container)	\$175.00
Disinterment of Cremains, Saturday	\$200.00
Disinterment of Cremains, Saturday (Urn Vault)	\$300.00
Disinterment of Cremains, Sunday/Holiday	\$300.00
Disinterment of Cremains, Sunday/Holiday (Urn Vault)	\$375.00
Foundations (per square inch) (Cemetery) (Monument)	\$0.53/sq. inch with min. of \$45.00
Internment Cremains (Urn Vault)	\$200.00
Disinterment Cremains (Urn Vault)	\$225.00
Removal of Old Foundation at Request of Owner	\$35.00
PARKS & RECREATION	
Pavilion or Shelter Reservations – Resident	\$55.00
Pavilion or Shelter Reservations – Non-Resident	\$85.00
Bandshell and Other Park Reservations – Resident	\$55.00
Bandshell and Other Park Reservations – Non-Resident	\$85.00
Weddings – Resident	\$125.00
Weddings – Non-Resident	\$150.00
Providing Additional Picnic Tables/Barricades, etc. (limited # of extra tables available)	\$100.00
Baseball Fields – (Must Have Insurance)	
a.) Daytime Usage (No Lights)	\$150.00 per day
b.) Night-time Usage (With Lights)	\$250.00 per day
Rent of Parks for Events and Tournaments	\$100.00 per day – resident \$200.00 per day – non-resident
Dept. of Public Services – After Hours Non-Emergency Call-In Fee	\$40.00
Van Usage Fees	
a.) Non-Profits	\$50.00 per day, plus gasoline
b.) For Profits	\$100.00 per day, plus gasoline

<i>Description</i>	<i>Description Fee</i>
WATER & SEWER	
Water/Sewer Collection Cost Recovery Fee	\$50.00
Meter Removal/Install Fee	\$25.00
Payment Extension/Modification Fee	\$10.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 5/8"	\$250.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 3/4"	\$375.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 1"	\$625.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 1 1/4"	\$875.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 1 1/2"	\$1,250.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 2"	\$2,000.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 3"	\$4,000.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 4"	\$6,250.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 6"	\$12,500.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 8"	\$20,000.00
Water Connection (Capacity) Charge, Based on Water Meter Size, 10"	\$28,750.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 5/8"	\$250.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 3/4"	\$375.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 1"	\$625.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 1 1/4"	\$875.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 1 1/2"	\$1,250.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 2"	\$2,000.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 3"	\$4,000.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 4"	\$6,250.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 6"	\$12,500.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 8"	\$20,000.00
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 10"	\$28,750.00
Sewer Connection Permit/Inspection Fee	\$30.00
Water Demand Charge Per Billing (4 times/year or quarterly), 5/8" Service	\$24.00
Water Demand Charge Per Billing (4 times/year or quarterly), 3/4" Service	\$36.00
Water Demand Charge Per Billing (4 times/year or quarterly), 1" Service	\$60.00
Water Demand Charge Per Billing (4 times/year or quarterly), 1 1/4" Service	\$84.00
Water Demand Charge Per Billing (4 times/year or quarterly), 1 1/2" Service	\$120.00
Water Demand Charge Per Billing (4 times/year or quarterly), 2" Service	\$192.00
Water Demand Charge Per Billing (4 times/year or quarterly), 3" Service	\$384.00
Water Demand Charge Per Billing (4 times/year or quarterly), 4" Service	\$600.00
Water Demand Charge Per Billing (4 times/year or quarterly), 6" Service	\$1,200.00
Water Demand Charge Per Billing (4 times/year or quarterly), 8" Service	\$1,920.00
Water Demand Charge Per Billing (4 times/year or quarterly), 10" Service	\$2,760.00
Water Consumption Charge (per 100 cubic feet) Non-Resident, Non-Franchise Area (See rate schedule in Treasurer's Office)	
Water Consumption Charge (per 100 cubic feet) (01-01-12) Resident, Franchise Area	\$1.42
Sewer Demand Charge per billing (4 times/year), 5/8" Service (06-30-06)	\$24.00
Sewer Demand Charge per Billing, 3/4" Service (06-30-06)	\$36.00
Sewer Demand Charge per Billing, 1" Service (06-30-06)	\$60.00
Sewer Demand Charge per Billing, 1 1/4" Service (06-30-06)	\$84.00
Sewer Demand Charge per Billing, 1 1/2" Service (06-30-06)	\$120.00
Sewer Demand Charge per Billing, 2" Service (06-30-06)	\$192.00
Sewer Demand Charge per Billing, 3" Service (06-30-06)	\$384.00
Sewer Demand Charge per Billing, 4" Service (06-30-06)	\$600.00
Sewer Demand Charge per Billing, 6" Service (06-30-06)	\$1,200.00
Sewer Demand Charge per Billing, 8" Service (06-30-06)	\$1,920.00

<i>Description</i>	<i>Fee</i>
Sewer Demand Charge per Billing, 10" Service (06-30-06)	\$2,760.00
Sewer Consumption Charge (per 100 cubic feet), City Resident (01-01-12)	\$2.36
Sewer Consumption (Flat Rate), City Resident, (See rate schedule in Treasurer's office)	
Sewer Consumption Charge (per 100 cubic feet), Non Resident, Non Franchise Area (See rate schedule in Treasurer's Office)	
DEPARTMENT OF PUBLIC WORKS	
Driveway Entrance Permit	\$30.00
Right of Way Excavation Permit (Proof of Insurance required)	\$30.00
Soil Erosion Control Permit (obtained from Calhoun County)	--
Annual Tree Dump Pass (Residents Only)	\$10.00
PLANNING DEPARTMENT:	
Permit to Raise Chickens (Good for 2 years)	\$25.00
Zoning Permits:	
<i>Single Family Residential Uses:</i>	
New Home	\$35.00
Addition/Alteration	\$35.00
Accessory Structure	\$35.00
Change in Use	\$35.00
Signs/Billboards	\$35.00
Fences/Screening	\$35.00
Home Occupation	\$35.00
Other	\$35.00
<i>Multiple Family Uses:</i>	
New Construction	\$35.00
Addition/Alteration	\$35.00
Accessory Structure	\$35.00
Change in Use	\$35.00
Signs/Billboards	\$35.00
Fences/Screening	\$35.00
Home Occupation	\$35.00
Other	\$35.00
<i>Commercial and Industrial Uses:</i>	
New Construction	\$35.00
Addition/Alteration	\$35.00
Accessory Structure	\$35.00
Change in Use	\$35.00
Signs/Billboards	\$35.00
Fences/Screening	\$35.00
Home Occupation	\$35.00
Outdoor or Sidewalk Café	\$35.00
Other	\$35.00
Rezoning Applications:	
Rezoning Application	\$350.00
Text Amendment	\$250.00
Site Plan Review:	
Subdivision/Site Condo/PUD Review	
Base Fee	\$350.00
Plus Consultant Charges	Actual Costs
Other Uses Review	
Base Fee (for small rehab projects City Manager can adjust fee)	\$250.00

Plus Consultant Charges	Actual Costs
Description	Fee
Special Use Permits	
Base Fee	
Single Family Uses	\$200.00
Other Uses	\$200.00
Plus Consultant Charges	Actual Costs
Zoning Board of Appeals:	
Variance Application (Including Zoning Permit Fee)	
Single Family Uses	\$200.00
Other Uses	\$200.00
Sign Appeals Board	
Variance Application (Including Zoning Permit Fee)	
Single Family Uses	\$175.00
Other Uses	\$175.00
Publications, Maps, Copies:	
Zoning Ordinance	\$50.00
Zoning District Maps	
8 ½ x 11	\$25.00
Other Blueprints (per page)	\$50.00
Other GIS Maps (per page)	\$50.00
Rental Registration	\$25.00
BUILDING DEPARTMENT (**permit fees increase by \$2.00, effective 9/1/2017)	
Building Inspection Fees – SAFEbuilt (5)	CIS*
Michigan Plumbing Code (1)	Current Price from Supplier
Michigan Electrical Code (1)	Current Price from Supplier
* Plus 10% Admin Fee	
Michigan One & Two Family Residential Code (1)	Current Price from Supplier
Michigan Mechanical Code (1)	Current Price from Supplier
Michigan Property Maintenance Code (1)	Current Price from Supplier
Demolition Fees, Single Family Residential (Issued by CIS) (5)	CIS
Demolition, Multi-Family, Commercial, Industrial (Issued by CIS) (5)	CIS
Property Maintenance Inspection Fee	\$56.00
Abatement Fee for Code Violations	\$100.00
BUILDING BOARD OF APPEALS	
Tree Ordinance Appeal	\$50.00
Outdoor Café or Sidewalk Café Appeal	\$50.00
All Other Appeals	
(1) Residential	\$50.00
(2) Multi-family, Commercial, Industrial	\$50.00
ASSESSING DEPARTMENT	
Property Transfer Affidavit Fine	\$5.00 per day up to \$200.00
Land Division/Combination	
Property Splits & Combos	\$55.00 per lot
Meet & Bounds Description	\$90.00
(1) Available at reference section of Albion District Library	
(2) Subject to 50% deposit of estimated costs for costs exceeding \$50.00	
(3) Property owner provided one copy of the assessment information on their property at no charge.	
(4) Individuals involved in an accident/or other incident provided one copy of the police report at no charge.	
(5) SAFEbuilt/Cornerstone Inspection Services. This company handles building inspections for the City.	
(6) Infant – one year old or less	

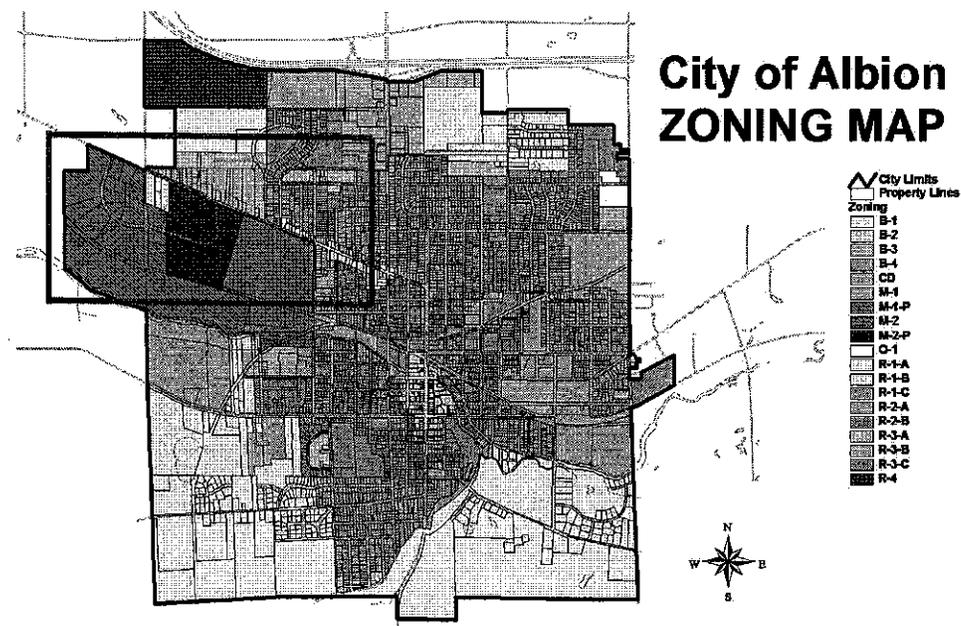
AUSTIN AVE. CORRIDOR

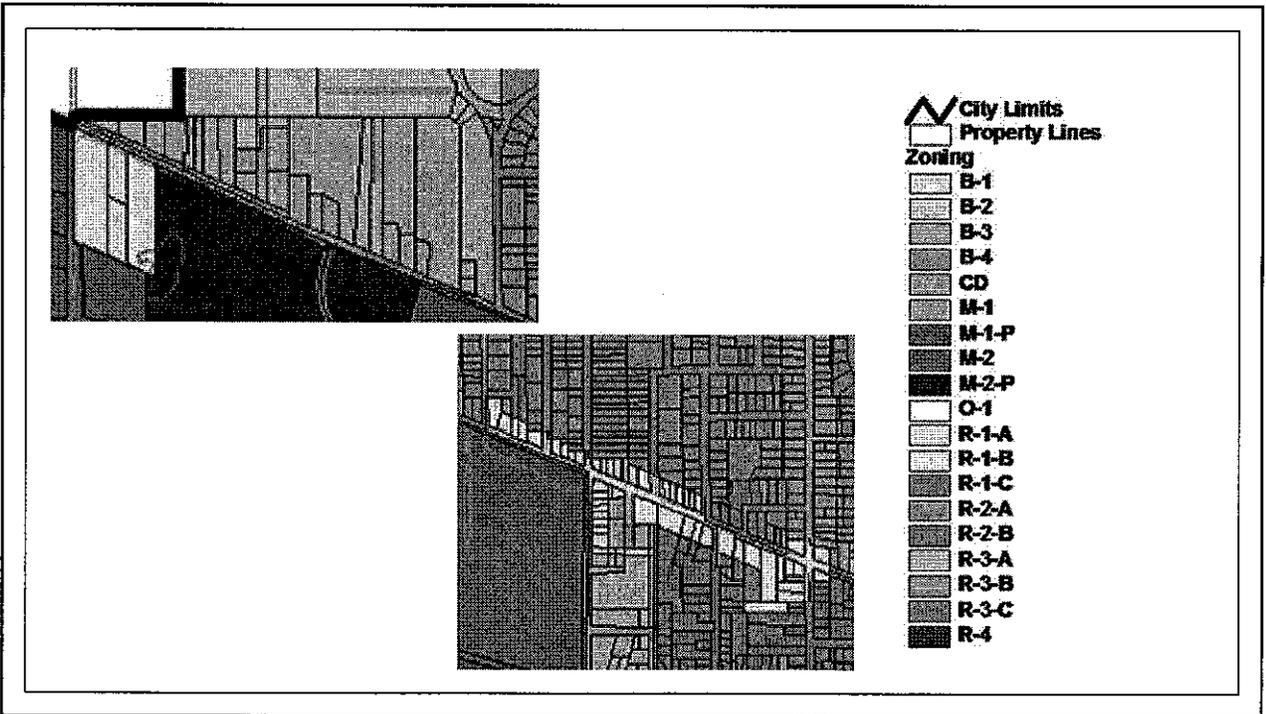
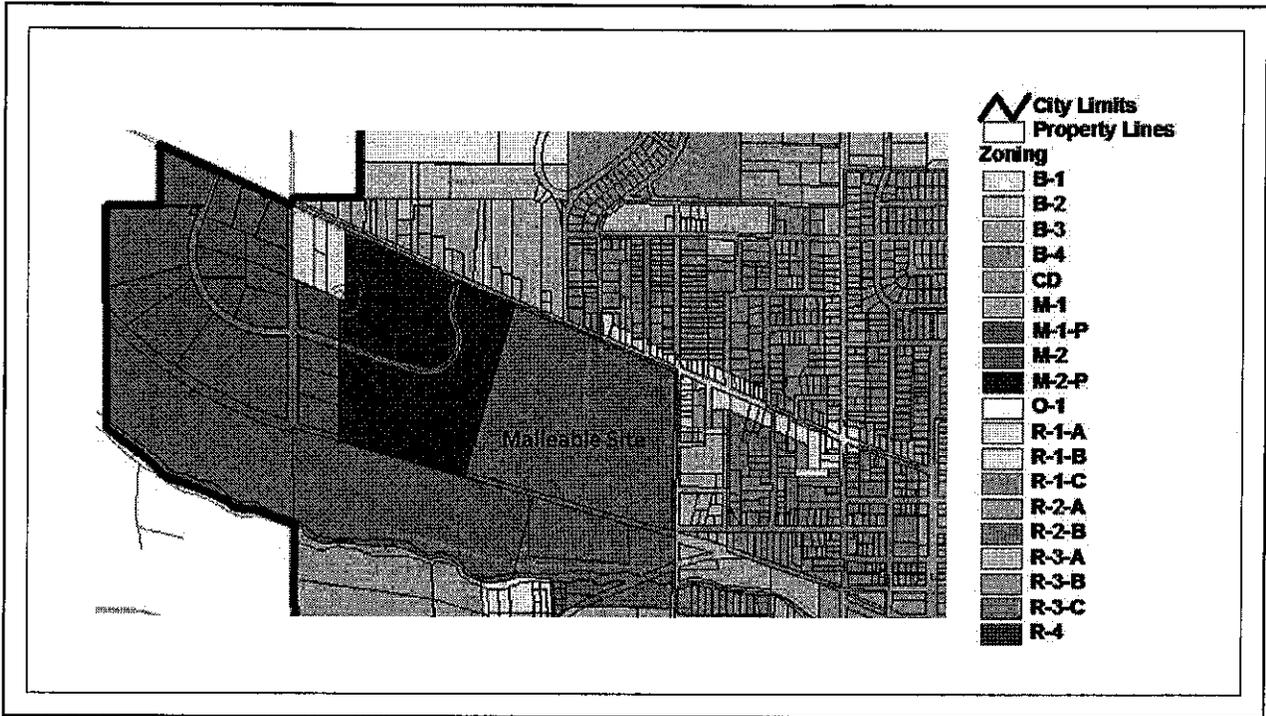
Priority Redevelopment Site

- Experienced lack of investment
- One of the main entrances to the City
- Listed as one of the corridors that the EDC will focus attention on within its Strategic Plan
- Focus on density
- Listed as one of the corridors that the City will focus attention on within its Comprehensive Plan

Challenges

- Potential financial harm to residents
- Zoning & lot sizes





Next Steps

- Community Vision
 - Working with residents and business owners to determine what would be the most useful and most desired use for the properties along Austin Ave.
 - Collaboration between EDC, City of Albion, elected officials, and other community leaders to develop strategic plan for this area

**FORMER ALBION
MALLEABLE SITE**

Where is Malleable now?

- Owned by: Calhoun County Land Bank Authority
- American Colloid
 - Unsure of arrangement with American Colloid on the property
- Next Steps:
 1. The Albion EDC, Calhoun County, and the City of Battle Creek are working together to file a joint application to the EPA for environmental assessment funds
 - The Malleable site is Albion's portion of the application to the EPA
 2. Determine ownership and update County records
 3. Determine arrangement between owner and American Colloid operation on the property (i.e. what is the lease/rental agreement?)

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

12/15/2016 8:47 AM

Parcel: 51-001-791-03
Owner's Name: CALHOUN COUNTY LAND BANK
Property Address: 601 N ALBION ST
ALBION, MI 49224

Current Class: 985.985 LAND BANK: EXEMPT
Previous Class: 985.985 LAND BANK: EXEMPT
Gov. Unit: 51 ALBION CITY
MAP#
School: 13010 ALBION PUBLIC SCHOOLS
Neighborhood: 202 202-INDUSTRIAL

Libor/Page: 4031/329
Split: 04/26/2011
Created: 04/26/2011
Active: Active

Public Impr.: None
Topography: None

Mailing Address:

CALHOUN COUNTY LAND BANK
323 W GREEN
MARSHALL MI 49068

Description:

COMMENCINT AT THE NW CORNER OF SECTION 34, T2S,R4W; THENCE S 00DEG15'27" W ON THE W LINE OF SAID SECTION 34, A DISTANCE OF 2373.29FT; THENCE S 90DEG44'33" E PERPENDICULAR TO THE W LINE OF SAID SECTION 34, A DISTANCE OF 2105.40FT TO THE NE CORNER OF LOT 20, INDUSTRIAL PART SUBDIVISION NO 2; THENCE N 16DEG34'45" E 7.04FT TO THE SWLY LINE OF AUSTIN AVE; THENCE S 67DEG22'39" E ON SAID SWLY LINE 259.61 TO POB OF LAND DESCRIBED;

TH S 67DEG 22' 39" E 620.97 FT; TH S 02DEG 43' 07" W 601.71FT; TH S 89DEG 54' 29" E 99.68FT; TH S 89DEG 27' 58" E 446.78FT; TH N 01DEG 51'35" E 19.3FT; TH S 87DEG 37' 34" E 219.70FT; TH S 01DEG 08' 00" W ON THE W LINE OF ALBION ST 1219.58FT TO THE NLY LINE OF THE MICHIGAN CENTRAL RAILROAD ROW; THENCE N 73DEG47'31" W ON SAID NLY LINE 2077.72FT TO THE ELY LINE OF INDUSTRIAL PARK SUBDIVISION NO 2; THENCE N 16DEG 34' 45" E ON SAID ELY LINE 1213.54 FT; TH S 73DEG 31' 39" E 354.25 FT; TH N 2DEG 41' 28" E 412.03 TO THE NE CORNER OF LOT 20, INDUSTRIAL PARK SUBDIVISION AND THE POB.

SPLIT ON 04/23/2010 FROM 13-51-001-791-00 INTO 001-791-01 & 001-791-02

001-791-02 SPLIT ON 04/26/2011 INTO 13-51-001-791-03, 13-51-001-791-04;

Most Recent Sale Information

None Found

Most Recent Permit Information

None Found

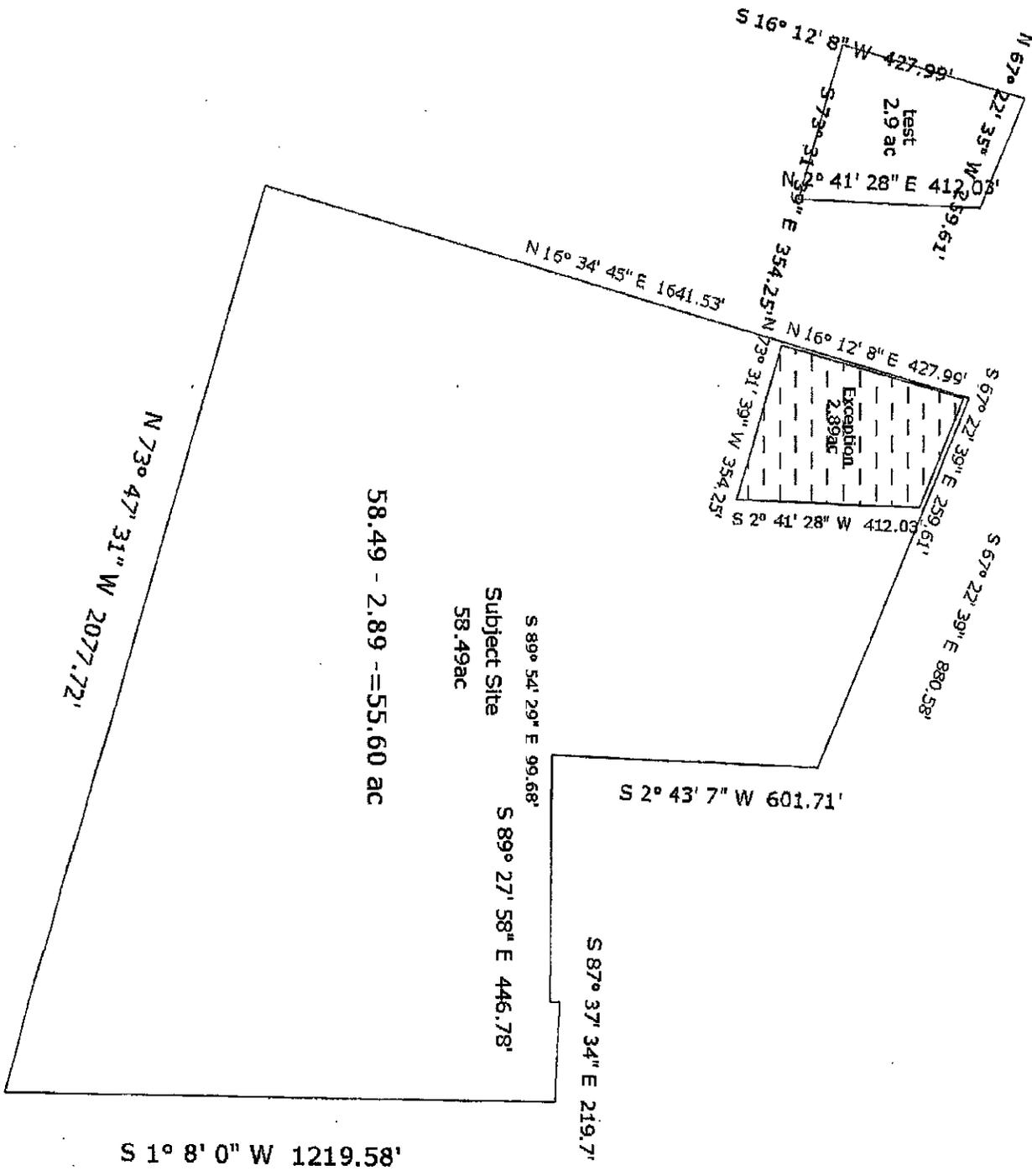
Physical Property Characteristics

2017 S.E.V.:	0	2017 Taxable:	0	Lot Dimensions:	
2016 S.E.V.:	0	2016 Taxable:	0	Acreage:	55.99
Zoning:	M2	Land Value:	231,356	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	25,424	Average Depth:	0.0

Improvement Data

None

Image/Sketch



N 1° 51' 35" E 19.3'

CITY MANAGER REPORT

Sheryl Mitchell

From: John Tracy
Sent: Wednesday, December 14, 2016 3:52 PM
To: Sheryl Mitchell
Subject: 327 Haven Road
Attachments: GIS Aerial Photo printed 05-10-16.pdf; GIS Aerial - 10-17-16.pdf

Reference: 327 Haven Road

Sheryl,

As you know, the dwelling and detached garage located at 327 Haven Road had been tax foreclosed on by Calhoun County Treasurer.

Unfortunately approximately half of the dwelling encroaches onto City of Albion/Reiger Park property and approx. three quarter of

the detached garage encroaches onto City of Albion/Reiger Park property. Of course this problem is magnified due to the substandard

condition of the dwelling, time to correct. Calhoun County Treasurer wants to demolish said structures, but in order for this to take place,

the dwelling and garage have to be located completely on property owned by county to submit for grant money in order to do so.

As per our previous discussion, the following chain of events need to take place:

- Split off minimal amount of City of Albion property in order to combine with 327 Haven Road property owned by Calhoun County Treasurer in order for property to fully include both structures requiring demolition.
- Letter of understanding from Calhoun County Treasurer reference split/combination for said property, including 327 Haven Road to be quite claimed to City of Albion after demolition has been completed.
- Wightman Jones to perform survey and legal for split/combination.
- City Assessor to perform split and combine with 327 Haven Road.
- Calhoun County Treasurer to submit for grant money to demolish structures.
- Demolition of structures, land balance vacant lot.

Please follow up with Calhoun County Treasurer reference letter of understanding.

2015 GIS aerial photos attached.

John Tracy
Director of Planning, Building, Code Enforcement
City of Albion
112 W. Cass Street
Albion, Michigan 49224
Office: 517-629-7189
Fax: 517-629-7454
jtracy@cityofalbionmi.gov



51-001-534-01

51-001-527-00

51-001-534-00

327 Haven Rd.
P.N.: 51-001-527-00

72-00 51-001-373-00

51-001-375-00

51-001-534-00



City of Albion

51-001-365-00

Rieger Park

City of Albion

302 E. Walnut St

Shuffleboard Co

-00 51-001-376-00

51-001-377-00

307 E. Oak St.

City of Albion

Rieger Park

Garage
(On Leased Land?)

51-001-534-01

803 S. Monroe St.

Shed

-0051-001-451-00

Garage
& Shed

327 Haven Rd.
Calhoun County
Treasure Property
(Tax Foreclosure)
Dwelling / garage
on proposed
demolition list.

51-001-527-00

Dwelling

City of Albion

Rieger Park

Consumers Energy
High Voltage Power
Line Tower

703-00

Sheryl Mitchell

From: John Tracy
Sent: Thursday, December 15, 2016 9:56 AM
To: Sheryl Mitchell

Sheryl,

Planning, Building, Code Enforcement report *(as listed but not limited to)*:

- Ongoing enforcement of city ordinance, property maintenance codes and zoning ordinance.
- Address snow covered public sidewalk violations as applicable.
- Final stage of determining and ordering applicable equipment for GIS system:
 - Computer tower, screens, etc. for office.
 - Plotter/printer/scanner for maps & prints.
 - Applicable update/memory as required for server.

GIS system to be used for SAW grant application, zoning, mapping, etc...

Goal is to build GIS program to include infrastructure of city and surrounding infrastructure such as utilities, road capacity, existing commercial sites, available land for commercial sites, and other applicable applications for city departments, EDC, etc...

- Working with EDC to build in-depth spread sheet reference *(based on spreadsheet city planning department developed and placed into use in 2015 for downtown business district and business service district. Currently being used by ARC for update)* :
 - Location of existing business – retail & manufacturing.
 - Location of buildable commercial sites.
 - Infrastructure:
 - Water & sewer, assessable water use and sewer.
 - High voltage electric transmission lines.
 - Natural gas.
- Continued work on comprehensive plan and RRC.
- Major work to be done in re-writing existing zoning to reflect what is needed by residential and commercial uses.
 - Major corridors into city such as Austin Ave., N. Eaton St., Michigan Ave., Superior St...
 - Residential zoned districts:
 - Stream line districts.
 - Home occupation uses.
 - Mix use districts.
 - Re-zoning inconsistent land use of parcels.
- Continued work with other entities.
- 12-14-16 I talked with Paul who is overseeing on site work of hotel. According to Paul, even with the inclement weather they are moving forward with construction of hotel at this time.
- SAFEbuilt inspection service, still known as Cornerstone, are updating forms, cards, etc. with SAFEbuilt name. Most likely all forms, invoices, signage, etc. will be updated to SAFEbuilt by Jan. 1st 2017.

John Tracy

John Tracy
Director of Planning, Building, Code Enforcement

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ALLBION RECREATION DEPARTMENT

The Albion Recreation Department consists of three (3) part-time employees. Larry Williams serves as the director, Tamara Lane is a program coordinator and John Cundiff who fills multiple roles within the department.

The Mission of the Albion Recreation Department is to provide a variety of recreational activities within the community which will enhance the cultural, psychological, social, physical and educational wellbeing of the residents of Albion. The goal is to involve residents in a healthy lifestyle which will increase productivity and make for a more vibrant community.

The Albion Recreation Department through partnerships with Marshall Public Schools, Albion College, New Level Sports Ministries, The Bohm Theatre and Schuler Arts Creativity Retreat Center Recreation has been able to offer programming for children and adults within the Albion community and the surrounding areas. We were able to expand programming and facilities through grants from the Albion Community Foundation, the Battle Creek Community Foundation and Enbridge Oil Corporation.

The Albion Recreation Department was responsible for the upgrades to Harris Field and Victory Park ball diamonds to better maintain them to make them more attractive to our out of town visitors. At Holland Park, Tillman Basketball Courts were upgraded with a long overdue resurfacing of the playing courts and the addition of lighting for the playing surface. Work will soon begin to upgrade to the restrooms which will make them handicap accessible.

The Albion Recreation Department offered the following programs in 2016:

Water Aerobics for adults	Youth Baseball
Annual Easter Egg Hunt	Annual Daddy - Daughter Dance
Mommy and Me Swim Lessons	Summer Dreams and Peapods Summer Program
The Ward Adult Basketball League	The James C. Kingsley Basketball Camp
Tee Ball	Learn To Swim
Open Swim	Youth Football
Youth Flag Football	Youth Cheerleading
Music In The Park @ Holland Park	Adult Flag Football
Annual Mother – Son Dance	Youth Basketball
Night Court Adult Basketball	Art Connect Project
Bridging The Gap Program	Open Gym
Free Movie Fridays	

Submitted by Larry Williams, Recreation Director

INFORMATIONAL

CORNERSTONE INSPECTION SVCS

107 S. Capital Ave., P.O. Box 190, Athens, MI 49011

Office: 269-729-9244 ✦ Fax: 269-729-9254 ✦ Email: gkgslindsey1@aol.com

Web Site: www.cornerstonemi.net

December 5, 2016

City of Albion
Sheryl Mitchell, City Manager
112 W. Cass St.
Albion, MI 49224

Dear Sheryl:

It's our pleasure to serve the City of Albion and we want to thank you very much for selecting our company to serve as your building department. As always, our experienced staff is able to guide your tax payers through the permitting and inspecting processes in a way that is supportive and accommodating, all the while aligning with State mandated regulations.

Recently, we have partnered with SAFEbuilt, a full-service building department such as us, operating in Michigan since 2010, with offices in Muskegon and Royal Oak, serving 20 municipalities in SW Michigan. SAFEbuilt has been providing, building, zoning, electrical, mechanical, plumbing and rental inspections as well as planning services and ordinance enforcement for nearly 25 years.

Essentially, SAFEbuilt does what we do on a grander scale with larger operations spanning across our great nation in 10 states presently. Cornerstone and SAFEbuilt share the same core values which led Kellie and I to improve our services by partnering with them. Our partnership with a larger company will naturally result in the City of Albion having additional resources at their fingertips. We are also thankful to say it will result in better benefits for our employees (local talent) as well as the potential to create more jobs for hiring even more local talent.

It's important to note that while our name will be changing to SAFEbuilt, there will be no change in the day to day operations. Be assured that the familiar inspectors and Cornerstone's administrative team as well as other functions/policies in place will remain the same. Cornerstone's location and hours of operation will remain the same. The pricing of permits and services will remain on the same schedule as per contract. We will continue to demonstrate, daily, our commitment to your City because we care about building codes, safety of occupants, quality of life and improving the City of Albion (as well as our other client communities) as a team.

Lastly, I will continue to be your Building Code Official and available, as always, just a phone call away on my cell number at 269-870-4025. Please don't hesitate to reach out to me directly with questions and/or concerns.

Our team is excited about this expansion and improvement of services for your community. Again, thank you for selecting us as your full-service building department.

Sincerely,



Glenn Lindsey
Building Code Official, City of Albion
Cornerstone Inspection SVCS, LLC



American Legion

PATRICK LEO HANLON POST NO. 55
P.O. BOX 192
ALBION, MICHIGAN 49224

December 10, 2016

To: 2016 Toys For Tots Supporter

On behalf of the many recipients of the collection, we offer a huge thank you.

The opportunity to gather toys, miscellaneous items and cash at your location plays a large role in helping local families in need. Many children will find something under their Christmas tree who might not have without your gracious support.

We wish you, your staff and your families a warm and wonderful Holiday.

Thanks again,

A handwritten signature in cursive script that reads "Harry L. Root".

Harry L. Root,
Commander, Patrick Leo Hanlon Post 55 of the American Legion