



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.

REVISED AGENDA

COUNCIL MEETING
Tuesday, February 18, 2020
7:00 P.M.

David Atchison
Mayor

Vicky Clark
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Al Smith
Council Member
3rd Precinct

Marcola Lawler
Council Member
4th Precinct

Jeanette Spicer
Council Member
5th Precinct

Shane Williamson
Mayor Pro Tempore
Council Member
6th Precinct

Darwin McClary
City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

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

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

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)
- VI. PRESENTATIONS AND RECOGNITIONS
 - A. Project Rising Tide Final Report Presentation-Linda LaNoue
 - B. Update on Grocery Desert Committee/Precinct 1 Meeting-Council Member Clark
 - C. Peabody Newgrass Festival - Ben Wade Malleable
- VII. PUBLIC HEARING-None
- VIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- IX. CLOSED SESSION –The City Attorney requests a Closed Session under the Open Meetings Act (Section 15.268 (h), P.A. 267 of 1976, as amended) to consider material exempt from discussion or disclosure by state or federal statute.
- X. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
 - A. Approval Study Session Minutes, January 29, 2020
 - B. Approval Regular Session Minutes, February 3, 2020
 - C. Approval Study Session Minutes, February 10, 2020
- XI. ITEMS FOR INDIVIDUAL DISCUSSION



CITY OF ALBION

CITY COUNCIL MEETING AGENDA

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

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- A. Discussion/Approval to Adopt the FY 2020 City of Albion Fee Schedule as presented and or Modified and Authorize Administration to Implement the Fee Schedule as Adopted.
 - B. Request Approval of the Memorandum of Understanding Between the Calhoun County Land Bank Authority and the City of Albion Setting Forth the Terms and Conditions for the City's Contributions to the Union Steel Building Demolition Project, Property Located at 501 North Berrien Street, Albion, Michigan, in the Total Amount of \$300,000 to be Paid in Certain Increments Over a Five-Year Period between 2020 and 2024, and to Authorize the Mayor and City Clerk to Execute the Memorandum of Understanding on Behalf of the City
 - C. Request Approval to Direct Administration to Take No Action on the Renewal of the City of Albion's "The Smart Community" Trademark with the USPTO and Allow the Trademark to Expire due to a Finding by the City Council that the Trademark is No Longer Advantageous to the City
 - D. Discussion/Approval 1st Reading Ordinance # 2020-02, An Ordinance to Amend Chapter 22, Article IV, to Amend Sections 22-181 and 22-183, Outdoor and Sidewalk Cafes
 - E. Discussion/Approval 1st Reading Ordinance # 2020-03, An Ordinance to Add Chapter 17 License to Operate Single, Two-Family and Multi-Family Rental Structures
 - F. To Approve the Engagement Letter from Maner Costerisan PC Dated January 3, 2020, as Presented to Perform and Report the Annual Audit of the City of Albion's Financial Records for the Fiscal Year Ending December 31, 2019, at a Cost not to Exceed \$34,300.00 and Authorize the Finance Director/Treasurer to Execute all Necessary Documents on Behalf of the City Relating to the Engagement Letter and the Auditing Services Provided Thereunder
 - G. Request Approval Verizon Wireless Agreement
 - H. Request Approval Boards & Commissions Appointments:
 - Ben Wallace, Initial Appointment, EDC Board of Directors for Workforce Development, Term to Expire at Completion of Project
 - Paul Koehn Recreation Commission, Initial Appointment, Term to Expire 2-21-2023
 - Andy French Recreation Commission, Initial Appointment, Term to Expire 2-21-2022
 - I. Request Approval Resolution # 2020-11, To Conditionally Approve Peabody Newgrass Festival
- XII. FUTURE AGENDA ITEMS



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- XIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required).
- XIV. CITY MANAGER REPORT
- XV. MAYOR AND COUNCIL MEMBER COMMENTS
- XVI. MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)
- XVII. ROLL CALL
- XVIII. ADJOURN

City of Albion
Study Session Minutes
January 29, 2020

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT: Lenn Reid (2), Al Smith (3), Marcola Lawler (4), Jeanette Spicer (5), Shane Williamson (6), and Mayor Atchison.

ABSENT: Vicky Clark (1)

STAFF PRESENT:

Darwin McClary, City Manager; Cullen Harkness, City Attorney; Haley Snyder, Interim Assistant City Manager/Deputy Clerk/Treasurer, Scott Kipp, Chief of Public Safety, and John Tracy, Director of Planning, Building & Code Enforcement.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. Discussion – Waste Refuse Contract

Members from the public provided comments in support of the current single hauler trash service with Granger.

City Manager McClary provided Council with the following information on the City's waste refuse service:

- The City has a three (3) year contract with Granger, which is set to expire on March 31, 2020.
- Looking for direction from Council on whether or not to renegotiate a new agreement with Granger, or issue an RFP for waste management services.
- The County has expressed several concerns with Albion's recycling center – building condition, lack of restroom facilities, etc.
- The County is interested in ending the current recycling center contract with the City. They have been informed that our current waste collection contract is set to expire this year, and that we would be making a recommendation to Council to consider offering curb

side recycling. The current recycling center is set to remain open thru March 31, 2020.

- Will make a recommendation to Council to include alternate bid proposals in RFP.
- Will be looking into the City's Solid Waste Millage fund to see if it is possible to offset some of the costs for curb side recycling.

Comments were received from Council Members Reid, Smith, Lawler, Spicer, Williamson, Mayor Atchison; Cullen Harkness, City Attorney; John Tracy, Planning, Building & Code Enforcement, and Lindsey Collins, Planning, Building & Code Enforcement.

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

Comments were received from Marva Powell, 116 W. Pine St, Juanita Solis-Kidder, 1211 Edwards St, Betty Branche, 408 Washington St, Lavada Weeks, 917 Luther Dr., Lindsey Collins, Planning, Building & Code Enforcement, Diane Schuster, 804 N. Monroe St, Donna Shelton, and 804 N. Monroe St.

VI. CITY MANAGER REPORT-None

VII. MAYOR AND COUNCIL MEMBER COMMENTS

Comments were received from Mayor Atchison.

VIII. ADJOURNMENT

Lawler moved, Spicer supported, CARRIED, to adjourn the study session. (6-0, vv)

Mayor Atchison adjourned the Study Session at 7:59 p.m.

Date

Haley Snyder
Interim Assistant City
Manager/Deputy
Clerk/Treasurer

City of Albion
Council Session Minutes
February 3, 2020

I. CALL TO ORDER

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

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

PRESENT: Lenn Reid (2); Al Smith (3); Marcola Lawler (4); Jeanette Spicer (5); Shane Williamson (6) and Mayor Atchison.

ABSENT: Vicky Clark (1)

STAFF PRESENT:

Darwin McClary, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City; Haley Snyder, Interim Assistant City Manager/Deputy Clerk/Treasurer; John Tracy, Director Planning, Building & Code Enforcement; Tom Mead, Finance Director and Scott Kipp, Chief Public Safety.

V. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)

Mayor Atchison asked to remove Update on Grocery Desert Committee/Precinct 1 Meeting-Council Member Clark

Williamson moved, Smith supported, CARRIED, to Approve the Agenda with the Deletion of Update on Grocery Desert Committee/Precinct 1 Meeting-Council Member Clark. (6-0, vv)

VI. PRESENTATIONS

A. Historical, Cultural and Community Significance of Holland Park

Council Member Reid, Harry Bonner Sr., Jess Roberts, LuAnn Summers and Leslie Dick all provided an overview of Holland Park and the historical, cultural and community significance to the City of Albion. The Holland Park Transformation began in 2014 as an inter-generational project and through grants, community support and volunteers, Holland Park now has new playground equipment for children; a children's walk-in garden, History Hill; a

work-out area; senior area; children's books and flowers planted throughout the park. The only two remaining areas that still need renovation are the pavilion and the sidewalk around the park. Holland Park is an inter-generational and inter-cultural park. Many hours of hard work have gone into the transformation where activities such as seniors picnics, lunch and learn and parties, the Big Read Program which is held each year and brings about 150 to 200 people and the Albion Summer Homecoming Project (formerly the Black Family Reunion) which has been held at the park since 1999. Holland Park is a historical district of West Ward School and the basketball courts are named after Tillman Cornelius, former Recreation Director.

Comments were received from Mayor Atchison.

B. Update on Grocery Desert Committee/Precinct 1 Meeting-Council Member Clark

This item was removed from the agenda.

C. Black History Month Proclamation

Mayor Atchison read aloud the Black History Month Proclamation.

Wanda Kemp, 703 Valhalla Dr. gave a brief presentation on the 1st Annual Black History Month program which will be held on February 8th, 200 at 3:00 p.m. at the First United Methodist Church, Tennant Hall, 600 E. Michigan Avenue.

D. Mail Carrier Appreciation Day Proclamation

Mayor Atchison read aloud the Mail Carrier Appreciation Day Proclamation.

E. Missing Persons Day Proclamation

Mayor Atchison read aloud the Missing Persons Day Proclamation.

F. Shut in Visitation Day Proclamation

Mayor Atchison read aloud Shut in Visitation Day Proclamation.

VII. PUBLIC HEARINGS

1. Create an Obsolete Rehabilitation Act (OPRA) District for Downtown Development

Mayor Atchison opened the public hearing at 7:34 p.m.

Comments were received from John Geyer, 904 Irwin Avenue that stated the notice that was sent out was contradictory and asked what the program was all about.

Mayor Atchison closed the public hearing at 7:36 p.m.

A. Request Approval Resolution # 2020-02, Establishing an Obsolete Property Rehabilitation (OPRA) District for Downtown Development OPRA District

Comments were received from Council Members Lawler and Smith; Mayor Atchison and Amy Deprez, President Albion Economic Development Corporation.

Lawler moved, Williamson supported, CARRIED, To Approve Resolution # 2020-02, Establishing an Obsolete Property Rehabilitation (OPRA) District for Downtown Development OPRA District as presented. (6-0, rcv)

2. Adoption of Eight (8) Brownfield Plans for the City of Albion

Mayor Atchison opened the public hearing at 7:41 p.m.

Comments were received from Jim Stuart, 205 W. Oak St. who stated that it was important for things to move along and would like to see things expediated.

Mayor Atchison closed the public hearing at 7:43 p.m.

A. Request Approval Resolution # 2020-03, A Resolution Approving a Brownfield Plan for 106-108 E. Erie St.

Comments were received from Amy Deprez, President Albion Economic Development Corporation.

Williamson moved, Smith supported, CARRIED, To Approve Resolution # 2020-03, A Resolution Approving a Brownfield Plan for 106-108 E. Erie St as presented. (6-0, rcv)

B. Request Approval Resolution # 2020-04, A Resolution Approving a Brownfield Plan for 403 S. Superior St.

Williamson moved, Smith supported, CARRIED, To Approve Resolution # 2020-04, A Resolution Approving a Brownfield Plan for 403 S. Superior St. as presented. (6-0, rcv)

- C. Request Approval Resolution # 2020-05, A Resolution Approving a Brownfield Plan for 300-304 S. Superior St.

Williamson moved, Smith supported, CARRIED, To Approve Resolution # 2020-05, A Resolution Approving a Brownfield Plan for 300-304 S. Superior St. as presented. (6-0, rcv)

- D. Request Approval Resolution # 2020-06, A Resolution Approving a Brownfield Plan for 313-315 S. Superior St.

Williamson moved, Smith supported, CARRIED, To Approve Resolution # 2020-06, A Resolution Approving a Brownfield Plan for 313-315 S. Superior St. as presented. (6-0, rcv)

- E. Request Approval Resolution # 2020-07, A Resolution Approving a Brownfield Plan for 213-221 S. Superior St.

Williamson moved, Smith supported, CARRIED, To Approve Resolution # 2020-07, A Resolution Approving a Brownfield Plan for 213-221 S. Superior St. as presented. (6-0, rcv)

- F. Request Approval Resolution # 2020-08, A Resolution Approving a Brownfield Plan for 104-108 S. Superior St.

Williamson moved, Smith supported, CARRIED, To Approve Resolution # 2020-08, A Resolution Approving a Brownfield Plan for 104-108 S. Superior St. as presented. (6-0, rcv)

- G. Request Approval Resolution # 2020-09, A Resolution Approving a Brownfield Plan for 111-119 S. Superior St.

Smith moved, Williamson supported, CARRIED, To Approve Resolution # 2020-09, A Resolution Approving a Brownfield Plan for 111-119 S. Superior St. as presented. (6-0, rcv)

- H. Request Approval Resolution # 2020-10, A Resolution Approving a Brownfield Plan for 101-109 S. Superior St.

Smith moved, Williamson supported, CARRIED, To Approve Resolution # 2020-10, A Resolution Approving a Brownfield Plan for 101-109 S. Superior St. as presented. (6-0, rcv)

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

Comments were received from Marquette Frost, 520 W. Cass St and Vivian Davis, 901 Huntington Blvd.

IX. CLOSED SESSION- None

X. CONSENT CALENDAR (VV) Items on the Consent Calendar are voted on as one unit)

A. Approval Regular Session Minutes, January 21, 2020

Williamson moved, Smith supported, CARRIED, to approve the Consent Calendar as presented. (6-0, vv)

XI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Approval 2nd Reading & Adoption Ordinance # 2020-01, An Ordinance to Amend Chapter 2, Article IV, To Add Division 6, Sections 2-320 through 2-327 Arts Commission

Williamson moved, Smith supported, CARRIED, to Approve 2nd Reading & Adoption Ordinance # 2020-01, An Ordinance to Amend Chapter 2, Article IV, To Add Division 6, Sections 2-320 through 2-327 Arts Commission as presented. (6-0, rcv)

B. Discussion/Approval to Adopt the FY 2020 City of Albion Fee Schedule as presented and or Modified and Authorize Administration to Implement the Fee Schedule as Adopted

Comments were received from Council Members Smith, Williamson and Spicer; City Attorney Harkness; Mayor Atchison and City Manager McClary.

Smith moved, Spicer supported, CARRIED, to **TABLE** the Adoption of the FY 2020 City of Albion Fee Schedule as presented and or Modified and Authorize Administration to Implement the Fee Schedule as Adopted. (6-0, vv)

C. To Approve the Community Recycling Center Agreement Extension and Modification between the County of Calhoun and the City of Albion for the period of January 1, 2020, through June 30, 2020, Under the Same Terms and Conditions and at the Same Rates and Authorize the Mayor and City Clerk to Execute the Agreement on Behalf of the City

Williamson moved, Smith supported, CARRIED, to Approve the Community Recycling Center Agreement Extension and Modification between the

County of Calhoun and the City of Albion for the period of January 1, 2020, through June 30, 2020, Under the Same Terms and Conditions and at the Same Rates and Authorize the Mayor and City Clerk to Execute the Agreement on Behalf of the City as presented. (6-0, rcv)

- D. To authorize the City Manager to enter into negotiations with Granger Waste Services of Lansing, Michigan, on the terms, conditions, and prices for modification and extension of the city's current rubbish collection contract with Granger, to include the following minimum additional options: (1) alternate pricing for curbside recycling collection services, together with an opt-out provision for individual customers if possible as long as such an option does not adversely impact the pricing for other customers; (2) alternate pricing for a five-year contract extension versus a three-year contract; and (3) alternate pricing for smaller rubbish carts at reduced pricing if possible as long as such an option does not adversely impact the pricing for other customers. The City Manager shall submit the proposed contract extension to the city council, together with his recommendations, for consideration for award of a contract not later than March 16, 2020.

Spicer moved, Reid supported, CARRIED, To authorize the City Manager to enter into negotiations with Granger Waste Services of Lansing, Michigan, on the terms, conditions, and prices for modification and extension of the city's current rubbish collection contract with Granger, to include the following minimum additional options: (1) alternate pricing for curbside recycling collection services, together with an opt-out provision for individual customers if possible as long as such an option does not adversely impact the pricing for other customers; (2) alternate pricing for a five-year contract extension versus a three-year contract; and (3) alternate pricing for smaller rubbish carts at reduced pricing if possible as long as such an option does not adversely impact the pricing for other customers. The City Manager shall submit the proposed contract extension to the city council, together with his recommendations, for consideration for award of a contract not later than March 16, 2020 as presented. (6-0, rcv)

- E. To Approve the Purchase of the Axiom Forensic Software Program, Cloud Storage, and Annual Pass Training from Magnet Forensics of Herndon, Virginia, in the Amount of \$12,120.00 to Permit the Department of Public Safety to Perform Forensic Analysis of Cell Phone, Computer, and Social Media Data in Accordance with Search Warrant Processes, with said Costs to be Fully Reimbursed by the US Internal Revenue Service

Smith moved, Reid supported, CARRIED, to Approve the Purchase of the Axiom Forensic Software Program, Cloud Storage, and Annual Pass Training from Magnet Forensics of Herndon, Virginia, in the Amount of \$12,120.00 to Permit the Department of Public Safety to Perform Forensic

Analysis of Cell Phone, Computer, and Social Media Data in Accordance with Search Warrant Processes, with said Costs to be Fully Reimbursed by the US Internal Revenue Service as presented. (6-0, rcv)

F. Request Approval \$15,000 Supplemental Funding for Holland Park Pavilion

Williamson moved, Spicer supported, CARRIED, to Approve \$15,000 Supplemental Funding for Holland Park Pavilion as presented. (6-0, rcv)

G. Request Approval of City Manager 360-Degree Performance Review Parameters and Process

Comments were received from Council Member Williamson; Mayor Atchison and City Manager McClary.

Williamson moved, Lawler supported, CARRIED, to **TABLE** Approval of City Manager 360-Degree Performance Review Parameters and Process as presented. (6-0, vv)

H. Discussion Juneteenth Celebration Planning

Reid moved, Spicer supported, CARRIED, to **TABLE** the Juneteenth Celebration Planning until the next meeting. (6-0, vv)

I. Request Approval to Direct the City of Albion Recreation Commission to Prepare a Recommended Update to the *Parks and Recreation Master Plan*

Comments were received from Council Members Spicer, Reid and Williamson; City Attorney Harkness and Mayor Atchison.

Williamson moved, Spicer supported, CARRIED, To **TABLE** Approving Directing the City of Albion Recreation Commission to Prepare a Recommended Update to the *Parks and Recreation Master Plan* as presented. (6-0, vv)

XII. FUTURE AGENDA ITEMS

The following items were requested for the next agenda:

City Attorney Harkness asked for Ordinance # 2020-02, Updating Sidewalk Cafes

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

Comments were received from Staci Stuart, 205 W. Oak St.; Jim Stuart, 205 W. Oak St; Juanita Solis-Kidder, 1211 Edwards St; Harry Bonner Sr, 104 Sycamore Ct; Gary Tompkins, Calhoun County Commissioner and Marquette Frost, 520 W. Cass St.

XIV. CITY MANAGER REPORT

City Manager McClary included a written report in the Council packets detailing the following:

- North Clark Street MTEDF Category A Grant
- Kalamazoo River Improvement Funding
- Meeting with Marshall Public Schools Superintendent
- Meeting with Sheridan Township Supervisor
- iCompass Legislative Management System
- Food Hub Distribution
- Rental Certification and inspection Program Study Session
- Albion College MLK Jr. Convocation and Reception
- Precinct 1 Town Hall Meeting
- Staffing
- City Manager Extended Office Hours
- Upcoming Agenda Items

XV. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Members Reid, Smith, Lawler, Spicer and Williamson and Mayor Atchison.

XVI. EXCUSE ABSENT COUNCIL MEMBER (S)

Williamson moved, Lawler supported, CARRIED, To Excuse Council Member Vicky Clark (1). (6-0, vv)

XVII. ROLL CALL

PRESENT: Lenn Reid (2); Al Smith (3); Marcola Lawler (4); Jeanette Spicer (5); Shane Williamson (6) and Mayor Atchison.

ABSENT: Vicky Clark (1)

XVIII. ADJOURNMENT

Smith moved, Spicer supported, CARRIED, to adjourn the regular session. (6-0, vv)

Mayor Atchison adjourned the Regular Session at 9:00 p.m.

Date

Jill Domingo
City Clerk

City of Albion
Study Session Minutes
February 10, 2020

I. CALL TO ORDER

Mayor Atchison opened the study session at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT: Vicky Clark (1), Lenn Reid (2), Al Smith (3), Marcola Lawler (4), Jeanette Spicer (5), Shane Williamson (6), and Mayor Atchison.

ABSENT: All members were present

STAFF PRESENT:

Darwin McClary, City Manager; Lauren Ferguson, Assistant City Attorney; Jill Domingo, City Clerk and John Tracy, Director of Planning, Building & Code Enforcement.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. Rental Inspection & Certification Program

City Manager McClary and Director Planning, Building and Code Enforcement Tracy gave a brief overview of the Rental Inspection and Certification Program stating the process began in 2016. The rental inspection committee consisting of Council Members Reid, Lawler and Spicer. The committee and Director Tracy have spent many hours working on this ordinance.

Members from the public provided the Council with the following questions and comments:

- Rental certification is for larger cities and would be a disaster if incorporated in Albion
- The rent will increase and renters may be displaced from their homes and increase homelessness
- Why is Code Enforcement not enforcing the ordinances currently in place? The citizens are currently already paying for code enforcement
- The City does not have the resources for rental certification
- Rental certification would cause people to sell homes which would take properties off the rental market and would cause a rental housing shortage

- Detroit has a rental certification that only 10% of the landlords participate in the program. Tenants do not have to allow inspectors in the home. The City would then be forced to go to court at the cost of the City in order to gain access for inspections. This would be very costly for the City.
- Hopes the Council will look at all the possibilities before moving forward with rental inspection
- Where does the line get drawn on what is considered safe?
- Would like Council to consider the long-term effects on how this would affect the City
- Would like to see the housing stock improved in Albion; proper enforcement of existing code that is implemented fairly which the City does not have good credibility with
- Why take on additional when the City is not currently taking care of the existing problems with code enforcement
- Would like to see the City start out with a Rental Registration program and then come together as a community and improve the housing stock
- What will the City do if only 10 or 20% participate in the rental certification program?
- What does the success look like in a year, three years, five years?
- Will the rental certification be equally enforced as the City does not have a good track record with equal enforcement?
- This is money that will be going out of the City to a third- party vendor
- What is SafeBuilt willing to do for the community?
- What will happen to the displaced citizens and what part will the City play in helping them find housing
- This will be an added cost to live in the City
- What is the end goal the City is hoping to achieve with rental certification?
- Some things that could be changed to the draft rental certification are:
 - Incentive for responsible landlords
 - Newly renovated units would receive a pass
 - Longer term between inspections
- Punishing landlords that keep their properties up and follow the rules
- Hiring a third-party to enforce rental certification won't help if we can't enforce the ordinances, we currently have
- No evidence that citizens in Albion want this
- Rental certification will create more vacant homes
- If the existing ordinances were enforced, you wouldn't need rental certification
- Rental certification would be detrimental to investors
- Has anyone asked the tenants if they want rental certification?
- How will repairs get fixed and how will this be enforced?
- How many rental properties are in town and how many landlords?
- All rental properties should not be lumped together
- What does rental inspection need to above Section 8?

- Why not code enforcement across the board for singly family owners and rentals
- Why are we not able to find absent owners of the properties?
- Very disappointed and discouraged that we are not fixing the root cause of the problem

Questions and Comments from Council were as follows:

- The landlords that are at the meeting are the ones following the rules, the City needs to concentrate on those landlords that are not following the rules.
- Tenants are afraid to come forward for fear of backlash from the landlords if they complain. The ordinance is designed so renters can live in a safe, habitable and healthy environment
- Council is open to suggestions and wants to find something that will work for everyone
- Feels the draft ordinance is not a good fit and is a result of all the turmoil from the last year in the City
- What are code enforcement priorities?
- The ordinance needs work. Would like to see a committee work with the City Manager, Mayor, landlords and tenants on creating a program that will work better for all
- How do we enforce code enforcement in the City and what will be the priorities?
- There are other directions we can go such as working with the City Manager and Code Enforcement to ensure enforcement is done fairly and throughout the City
- Help the Landlord Association become a self-policing organization
- Citizens are concerned about the value of their property decreasing due to bad rental properties in their area
- The ordinance is not meant to punish anyone and things will not happen overnight. This will take time as it is a process
- Rental certification is not required by the State
- In Jackson, Battle Creek and Three Rivers that all have rental certification, how much has the rent increased for the tenants?
- Money for inspections is leaving the local economy

Comments were received from Council Members Clark, Reid, Spicer, Lawler, Williamson and Smith; Mayor Atchison and John Tracy, Director of Planning, Building and Code Enforcement.

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

Comments were received from Comments were received from John Geyer, 904 Irwin Avenue; Clay Powell, Rental Property Association; Todd Clark, 27484 M-60; Elrarene Showers, 805 Valhalla; Bill Dobbins, 15901 Dobbins Dr; Amanda, President Association of Realtors; Carol Smith, 1209 Adams St; Elaine Barry-Gott, 307 S. Ionia; Alicia Botello, 300 S. Eaton St; Albert Amos, 400 Burr Oak St; Jim, Remax Real Estate; Karen Dobbins, 15901 Dobbins Dr; Corinne Atchison, 108 W. Erie St; Joseph Verbeke, 1217 E. Porter St and Jim Stuart, 205 W. Oak St.

VI. CITY MANAGER REPORT-None

VII. MAYOR AND COUNCIL MEMBER COMMENTS

No comments were received.

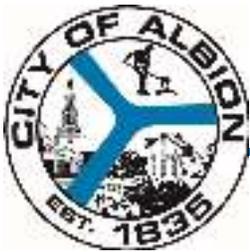
VIII. ADJOURNMENT

Williamson moved, Smith supported, CARRIED, to adjourn the study session. (7-0, vv)

Mayor Atchison adjourned the Study Session at 7:47 p.m.

Date

Jill Domingo
City Clerk



Council Action Summary Sheet

Agenda Item #:	
Agenda Item Title:	<i>CITY OF ALBION 2020 FEE SCHEDULE</i>
Meeting Date:	February 18, 2020
Submitted by:	Darwin McClary, City Manager
Contact Information:	(517) 629-7172; dmcclary@cityofalbionmi.gov
Agenda Item Approvals:	<input type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Finance Director/Treasurer <input type="checkbox"/> City Attorney <input checked="" type="checkbox"/> City Manager

Background Brief:

Administration is requesting that the city council adopt the FY 2020 city fee schedule as presented. The fee schedule is reviewed and approved by the city council annually as part of the budget adoption process and represents the fees and charges levied by the city for specific programs, services, and products offered by the city.

Administration recommends that the city council consider adjusting most fees at least by inflation each year to try to avoid one-time substantial increases in fees. However, the proposed 2020 fee schedule only reflects the changes approved by the city council in 2019 for adjustments to the sewer rates. All changes are noted in the CHANGE and EXPLANATION OF CHANGE sections of the fee schedule document.

Alternatives Analysis:

Take no action. The changes in the sewer rates noted in the fee schedule were previously approved by the city council. No other changes to the fee schedule are currently being proposed. Therefore, lack of action on the part of the city council will have no financial impact on the city, as the city will continue to implement the 2019 fee schedule.

Approve the FY 2020 fee schedule as presented. Approval by the city council of the FY 2020 fee schedule will reaffirm the changes to the sewer rates previously adopted by city council in 2019 and will establish a fee schedule for FY 2020.

Approve the FY 2020 fee schedule with modifications. The city council may modify any fees and adopt the fee schedule with those changes. The financial impact to the city is unknown.



Summary of Previous Council Action:

12/16/2019 – City Council reviewed the proposed FY 2020 fee schedule and requested additional information and clarification regarding changes to specific fees and the reasons for the changes.

Financial Impact:

None

Recommended Motion(s):

To adopt the FY 2020 City of Albion Fee Schedule as presented (or as modified) and authorize administration to implement the fee schedule as adopted.

Attachments:

Proposed FY 2020 City of Albion Fee Schedule

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
GENERAL				
Comprehensive Master Plan 2017	\$50.00	\$50.00	-	
Copy of City Charter	\$15.00	\$15.00	-	
Ordinance Book – Soft Bound Copy	\$50.00	\$50.00	-	
Ordinance Book – Hard Bound Copy	\$75.00	\$75.00	-	
Ordinance Supplements	\$20.00	\$20.00	-	
Non-Sufficient Funds (Bad Check) Charge	\$25.00	\$25.00	-	
Notary Services (per document)	\$10.00	\$10.00	-	
Criminal Background Checks	\$10.00	\$10.00	-	
Audio Recordings	\$10.00	\$10.00	-	
Video Recordings	\$20.00	\$20.00	-	
Copying Charges for the Public (items brought in by public for copies)	\$1/1 st page +15 cents ea add'tl pg	\$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	\$3/1 st page + 50 cents ea add'tl pg	-	
Balance Request Form (Taxes, Water, etc.)	\$10.00/parcel	\$10.00/parcel	-	
Faxing Charges	\$3/1 st page + 50 cents ea add'tl pg	\$3/1 st page + 50 cents ea add'tl pg	-	
Bicycle Licenses (no charge)	--	--	-	
Wedding –Mayor Officiating	\$50.00	\$50.00	-	
CLERK				
Trash Haulers Annual License Fees	\$75.00	\$75.00	-	
All Vehicles for Hire Annual License Fees	\$75.00	\$75.00	-	
Taxi Drivers Annual License Fees	\$20.00	\$20.00	-	
Bed & Breakfast Annual License Fee	\$50.00	\$50.00	-	
Establishment Mechanical Amusement Device, 1 st Device, Fee	\$75.00	\$75.00	-	

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Establishment Mechanical Amusement Device, 2-4 Devices, Fees	\$100.00	\$100.00	-	
Establishment Mechanical Amusement Device, 5-9, Annual Fees	\$250.00	\$250.00	-	
Establishment Mechanical Amusement Device, 10 or More, Fees	\$500.00	\$500.00	-	
Establishment Musical Device Fees	\$75.00	\$75.00	-	
Peddler/Transient Merchant License				
30 days – Resident	\$50.00	\$50.00	-	
30 days – Non Resident	\$100.00	\$100.00	-	
90 days – Resident	\$100.00	\$100.00	-	
90 days – Non Resident	\$200.00	\$200.00	-	
1 Year – Resident	\$250.00	\$250.00	-	
1 Year – Non Resident	\$400.00	\$400.00	-	
Freedom of Information Requests (2)	Actual Costs (2)	Actual Costs (2)	- .	
Publishing Public Notices for Development Projects	\$75.00	\$75.00	-	
Copies of Accident Reports & Police Reports (4)	\$3/1 st page + 50 cents ea add'tl pg	\$3/1 st page + 50 cents ea add'tl pg	- .	
Voter Registration List	30 cents per page	30 cents per page	- .	
Voter Registration List Mailing Labels	50 cents per page	50 cents per page	- .	
PUBLIC SAFETY				
Sex Offender Registration	\$50.00	\$50.00	-	
Fingerprinting	\$25.00	\$25.00	-	
PBT for Probationers	Resident \$5.00 Non-Resident \$10.00	Resident \$5.00 Non-Resident \$10.00	- . - .	
License to Purchase Weapon	\$5.00	\$5.00	-	
Housing Loose or Vicious Dog	\$25/day	\$25/day	- .	
Housing Loose or Vicious Dog – Extended Stay	\$35/day	\$35/day	- .	

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
CEMETERY				
Lot Purchase (Cemetery) – Full Burial Plot (38”x96”), Albion Resident	\$650.00	\$650.00	-	
Lot Purchase (Cemetery) – Half Burial Plot (38”x48”), Albion Resident	\$500.00	\$500.00	-	
Lot Purchase (Cemetery) – Columbarium Niche, Albion Resident	\$500.00	\$500.00	-	
Lot Purchase (Cemetery) – Full Burial Plot (38”x96”), Non-Resident	\$1,300.00	\$1,300.00	-	
Lot Purchase (Cemetery)-Half Burial Plot (38”x48”), Non-Resident	\$1,000.00	\$1,000.00	-	
Lot Purchase (Cemetery)-Columbarium Niche, Non-Resident	\$1,000.00	\$1,000.00	-	
Lot Transfers:				
Resident to Non-Resident (Excluding Immediate Family)	\$650.00	\$650.00	-	
All other Transfers	\$50.00	\$50.00	-	
Perpetual Care	\$250.00	\$250.00	-	
Interment, Overtime Fee (Per Hour)	\$100.00	\$100.00	-	
Grave Opening/Closing, Weekday – Full Burial Adult	\$650.00	\$650.00	-	
Grave Opening/Closing, Saturday – Full Burial Adult	\$1,000.00	\$1,000.00	-	
Grave Opening/Closing, Sunday/Holiday – Full Burial Adult	\$1,350.00	\$1,350.00	-	
Grave Opening/Closing, Weekday-Half Burial (Infant, Child Pet)	\$350.00	\$350.00	-	
Grave Opening/Closing, Saturday-Half Burial (Infant, Child Pet)	\$500.00	\$500.00	-	
Grave Opening/Closing, Sunday/Holiday-Half Burial (Infant, Child Pet)	\$700.00	\$700.00	-	
Grave Opening/Closing, Weekday – Cremation	\$250.00	\$250.00	-	
Grave Opening/Closing, Saturday – Cremation	\$400.00	\$400.00	-	
Grave Opening/Closing, Sunday/Holiday-Cremation	\$450.00	\$450.00	-	
Grave Opening/Closing Weekday – Cremation (Urn Vault)	\$350.00	\$350.00	-	
Grave Opening/Closing Saturday-Cremation (Urn Vault)	\$550.00	\$550.00	-	
Grave Opening/Closing, Sunday/Holiday – Cremation (Urn Vault)	\$700.00	\$700.00	-	
Scatter of Cremation-Weekday	\$200.00	\$200.00	-	
Scatter of Cremation-Saturday	\$300.00	\$300.00	-	

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Scatter of Cremation-Sunday/Holiday	\$450.00	\$450.00	-	
Columbaria, Weekday	\$350.00	\$350.00	-	
Columbaria, Saturday	\$550.00	\$550.00	-	
Columbaria, Sunday/Holiday	\$750.00	\$750.00	-	
Disinterment (Plus Cost of Vault Company Services), Weekday	\$1,000.00	\$1,000.00	-	
Disinterment (Plus Cost of Vault Company Services), Saturday	\$1,450.00	\$1,450.00	-	
Disinterment (Plus Cost of Vault Company Services), Sunday/Holiday	\$2,000.00	\$2,000.00	-	
Disinterment of Cremations, Weekday	\$550.00	\$550.00	-	
Disinterment of Cremations, Saturday	\$850.00	\$850.00	-	
Disinterment of Cremains, Sunday/Holiday	\$1,150.00	\$1,150.00	-	
Foundations (per square inch) (Cemetery) (Monument)	\$0.61/sq. inch with min. of \$75.00	\$0.61/sq. inch with min. of \$75.00	-	
Removal of Old Foundation at Request of Owner	\$0.61/sq. inch with min. of \$75.00	\$0.61/sq. inch with min. of \$75.00	-	
PARKS & RECREATION				
Pavilion or Shelter Reservations – Resident	\$55.00	\$55.00	-	
Pavilion or Shelter Reservations – Non-Resident	\$85.00	\$85.00	-	
Bandshell and Other Park Reservations – Resident	\$100.00	\$100.00	-	
Bandshell and Other Park Reservations – Non-Resident	\$150.00	\$150.00	-	
Weddings – Resident	\$200.00	\$200.00	-	
Weddings – Non-Resident	\$300.00	\$300.00	-	
Providing Additional Picnic Tables/Barricades, etc. (limited # of extra tables available)	\$200.00	\$200.00	-	
Baseball Fields – (Must Have Insurance)				
a.) Daytime Usage (No Lights)	\$200.00 per day	\$200.00 per day	-	

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
b.) Night-time Usage (With Lights)	\$300.00 per day	\$300.00 per day	- .	

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Rent of Parks for Events and Tournaments	\$150.00 per day – resident	\$150.00 per day – resident	-	
	\$250.00 per day – non resident	\$250.00 per day – non resident	-	
Dept. of Public Services – After Hours Non-Emergency Call-In Fee	\$75.00	\$75.00	-	

WATER & SEWER				
Water/Sewer Collection Cost Recovery Fee	\$60.00	\$60.00	-	
Meter Removal/Install Fee	\$25.00	\$25.00	-	
Payment Extension/Modification Fee	\$10.00	\$10.00	-	
After Hours Non-Emergency Call-In Fee	\$75.00	\$75.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 5/8"	\$250.00	\$250.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 3/4"	\$375.00	\$375.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 1"	\$625.00	\$625.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 1 1/4"	\$875.00	\$875.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 1 1/2"	\$1,250.00	\$1,250.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 2"	\$2,000.00	\$2,000.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 3"	\$4,000.00	\$4,000.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 4"	\$6,250.00	\$6,250.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 6"	\$12,500.00	\$12,500.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 8"	\$20,000.00	\$20,000.00	-	
Water Connection (Capacity) Charge, Based on Water Meter Size, 10"	\$28,750.00	\$28,750.00	-	
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 5/8"	\$250.00	\$268.75	18.75	Council Approved on 4/01/2019
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 3/4"	\$375.00	\$403.12	28.12	Council Approved on 4/01/2019
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 1"	\$625.00	\$671.88	46.88	Council Approved on 4/01/2019
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 1 1/4 "	\$875.00	\$940.62	65.62	Council Approved on 4/01/2019
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 1 1/2"	\$1,250.00	\$1,343.75	93.75	Council Approved on 4/01/2019

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 2"	\$2,000.00	\$2,150.00	150.00	Council Approved on 4/01/2019
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 3"	\$4,000.00	\$4,300.00	300.00	Council Approved on 4/01/2019
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 4"	\$6,250.00	\$6,718.75	468.75	Council Approved on 4/01/2019
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 6"	\$12,500.00	\$13,437.00	937.00	Council Approved on 4/01/2019
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 8"	\$20,000.00	\$21,500.00	1,500.00	Council Approved on 4/01/2019
Sewer Connection (Capacity) Charge, Based on Water Meter Size, 10"	\$28,750.00	\$30,906.25	2,156.25	Council Approved on 4/01/2019
Sewer Connection Permit/Inspection Fee	\$30.00	\$50.00	20.00	Council Approved on 4/01/2019
Water Demand Charge Per Billing (4 times/year or quarterly), 5/8" Service	\$24.00	\$24.00	-	
Water Demand Charge Per Billing (4 times/year or quarterly), 3/4" Service	\$36.00	\$36.00	-	
Water Demand Charge Per Billing (4 times/year or quarterly), 1" Service	\$60.00	\$60.00	-	
Water Demand Charge Per Billing (4 times/year or quarterly), 1 1/4" Service	\$84.00	\$84.00	-	
Water Demand Charge Per Billing (4 times/year or quarterly), 1 1/2" Service	\$120.00	\$120.00	-	
Water Demand Charge Per Billing (4 times/year or quarterly), 2" Service	\$192.00	\$192.00	-	
Water Demand Charge Per Billing (4 times/year or quarterly), 3" Service	\$384.00	\$384.00	-	
Water Demand Charge Per Billing (4 times/year or quarterly), 4" Service	\$600.00	\$600.00	-	
Water Demand Charge Per Billing (4 times/year or quarterly), 6" Service	\$1,200.00	\$1,200.00	-	
Water Demand Charge Per Billing (4 times/year or quarterly), 8" Service	\$1,920.00	\$1,920.00	-	
Water Demand Charge Per Billing (4 times/year or quarterly), 10" Service	\$2,760.00	\$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	\$1.42	-	
Sewer Demand Charge per billing (4 times/year), 5/8" Service (06-30-06)	\$24.00	\$28.20	4.20	Council Approved on 4/01/2019
Sewer Demand Charge per Billing, 3/4" Service (06-30-06)	\$36.00	\$43.00	7.00	Council Approved on 4/01/2019
Sewer Demand Charge per Billing, 1" Service (06-30-06)	\$60.00	\$75.00	15.00	Council Approved on 4/01/2019

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Sewer Demand Charge per Billing, 1 ¼" Service (06-30-06)	\$84.00	\$144.00	60.00	Council Approved on 4/01/2019
Sewer Demand Charge per Billing, 1 ½" Service (06-30-06)	\$120.00	\$144.00	24.00	Council Approved on 4/01/2019
Sewer Demand Charge per Billing, 2" Service (06-30-06)	\$192.00	\$230.00	38.00	Council Approved on 4/01/2019
Sewer Demand Charge per Billing, 3" Service (06-30-06)	\$384.00	\$450.00	66.00	Council Approved on 4/01/2019
Sewer Demand Charge per Billing, 4" Service (06-30-06)	\$600.00	\$695.00	95.00	Council Approved on 4/01/2019
Sewer Demand Charge per Billing, 6" Service (06-30-06)	\$1,200.00	\$1,350.00	150.00	Council Approved on 4/01/2019
Sewer Demand Charge per Billing, 8" Service (06-30-06)	\$1,920.00	\$2,064.00	144.00	Council Approved on 4/01/2019
Sewer Demand Charge per Billing, 10" Service (06-30-06)	\$2,760.00	\$2,987.00	227.00	Council Approved on 4/01/2019
Sewer Consumption Charge (per 100 cubic feet), City Resident (01-01-12)	\$2.36	\$2.45	0.09	Council Approved on 4/01/2019
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	\$100.00	\$100.00	-	
Right of Way Excavation Permit (Proof of Insurance required)	\$100.00	\$100.00	-	
Soil Erosion Control Permit (obtained from Calhoun County)	--	--	-	
Annual Tree Dump Pass (Residents Only)	\$10.00	\$10.00	-	
Contractor Pass Annual	\$250.00	\$250.00	-	

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
PLANNING DEPARTMENT:				
Permit to Raise Chickens (Good for 2 years)	\$30.00	\$30.00	-	
Zoning Permits:				
<i>Single Family Residential Uses:</i>				
New Home	\$45.00	\$45.00	-	
Addition/Alteration	\$45.00	\$45.00	-	
Accessory Structure	\$45.00	\$45.00	-	
Change in Use	\$45.00	\$45.00	-	
Signs/Billboards	\$45.00	\$45.00	-	
Fences/Screening	\$45.00	\$45.00	-	
Home Occupation	\$45.00	\$45.00	-	
Other	\$45.00	\$45.00	-	
<i>Multiple Family Uses:</i>				
New Construction	\$45.00	\$45.00	-	
Addition/Alteration	\$45.00	\$45.00	-	
Accessory Structure	\$45.00	\$45.00	-	
Change in Use	\$45.00	\$45.00	-	
Signs/Billboards	\$45.00	\$45.00	-	
Fences/Screening	\$45.00	\$45.00	-	
Home Occupation	\$45.00	\$45.00	-	
Other	\$45.00	\$45.00	-	
<i>Commercial and Industrial Uses:</i>				
New Construction	\$45.00	\$45.00	-	
Addition/Alteration	\$45.00	\$45.00	-	
Accessory Structure	\$45.00	\$45.00	-	
Change in Use	\$45.00	\$45.00	-	

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Signs/Billboards	\$45.00	\$45.00	-	
Fences/Screening	\$45.00	\$45.00	-	
Home Occupation	\$45.00	\$45.00	-	
Outdoor or Sidewalk Café	\$45.00	\$45.00	-	
Other	\$45.00	\$45.00	-	
Rezoning Applications:				
Rezoning Application	\$375.00	\$375.00	-	
Text Amendment	\$275.00	\$275.00	-	
Site Plan Review:				
Subdivision/Site Condo/PUD Review				
Base Fee	\$350.00	\$350.00	-	
Plus Consultant Charges	Actual Costs	Actual Costs	- .	
Other Uses Review				
Base Fee (for small rehab projects City Manager can adjust fee)	\$275.00	\$275.00	-	
Plus Consultant Charges	Actual Costs	Actual Costs	- .	
Special Use Permits				
Base Fee				
Single Family Uses	\$250.00	\$250.00	-	
Other Uses	\$250.00	\$250.00	-	
Plus Consultant Charges	Actual Costs	Actual Costs	- .	
Zoning Board of Appeals:				
Variance Application (Including Zoning Permit Fee)				
Single Family Uses	\$250.00	\$250.00	-	
Other Uses	\$250.00	\$250.00	-	

**CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE**

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Sign Appeals Board				
Variance Application (Including Zoning Permit Fee)				
Single Family Uses	\$250.00	\$250.00	-	
Other Uses	\$250.00	\$250.00	-	
Publications, Maps, Copies:				
Zoning Ordinance	\$50.00	\$50.00	-	
Zoning District Maps				
8 ½ x 11	\$25.00	\$25.00	-	
Other Blueprints (per page)	\$50.00	\$50.00	-	
Other GIS Maps (per page)	\$50.00	\$50.00	-	
Rental Registration	\$25.00	\$25.00	-	
Medicinal Marijuana Facilities Licensing Fees	\$5000.00/Per License	\$5000.00/Per License	-	
BUILDING DEPARTMENT (**permit fees increase by \$2.00,				
Building Inspection Fees – SAFEbuilt (5)	CIS*	CIS*	-	
* Plus 10% Admin Fee			-	
Michigan Plumbing Code (1)	Current Price from Supplier	Current Price from Supplier	-	
Michigan Electrical Code (1)	Current Price from Supplier	Current Price from Supplier	-	
Michigan One & Two Family Residential Code (1)	Current Price from Supplier	Current Price from Supplier	-	
Michigan Mechanical Code (1)	Current Price from Supplier	Current Price from Supplier	-	
International Property Maintenance Code (1)	Current Price from Supplier	Current Price from Supplier	-	
Demolition Fees, Single Family Residential (Issued by CIS) (5)	CIS	CIS	-	

CITY OF ALBION, MICHIGAN 2020 FEE SCHEDULE

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
Demolition, Multi-Family, Commercial, Industrial (Issued by CIS) (5)	CIS	CIS	-	
Property Maintenance Inspection Fee	\$56.00	\$56.00	-	
Abatement Fee for Code Violations	\$100.00	\$100.00	-	
BUILDING BOARD OF APPEALS				
Tree Ordinance Appeal	\$100.00	\$100.00	-	
Outdoor Café or Sidewalk Café Appeal	\$100.00	\$100.00	-	
All Other Appeals				
(1) Residential	\$100.00	\$100.00	-	
(2) Multi-family, Commercial, Industrial	\$100.00	\$100.00	-	
ASSESSING DEPARTMENT				
Property Transfer Affidavit Fine	\$5.00 per day up to \$200.00	\$5.00 per day up to \$200.00	-	
Land Division/Combination				
Property Splits & Combos	\$55.00 per lot	\$55.00 per lot	-	
Meet & Bounds Description	\$90.00	\$90.00	-	
Lot Line Adjustment	\$55.00	\$55.00	-	
(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.				

CITY OF ALBION, MICHIGAN
2020 FEE SCHEDULE

<i>Description</i>	<i>Current 2019 Fee</i>	<i>Proposed 2020 Fee</i>	<i>Change</i>	<i>Explanation of Change</i>
(6) Infant – one year old or less				



Council Action Summary Sheet

Agenda Item #:	
Agenda Item Title:	MEMORANDUM OF UNDERSTANDING – UNION STEEL DEMOLITION PROJECT
Meeting Date:	February 18, 2020
Submitted by:	Darwin McClary, City Manager
Contact Information:	(517) 629-7172; dmcclary@cityofalbionmi.gov
Agenda Item Approvals:	<input type="checkbox"/> City Clerk <input type="checkbox"/> Finance Director/Treasurer <input type="checkbox"/> City Attorney <input checked="" type="checkbox"/> 4 City Manager

Background Brief:

City council is being requested by the Calhoun County Land Bank Authority (CCLBA) to approve a Memorandum of Understanding (MOU) setting forth the terms and conditions of the CCLBA and city partnership in the sharing of costs of the demolition of the former Union Steel building on North Berrien Street. City council received a presentation from CCLBA Executive Director Krista Trout-Edwards and discussed this project during its regular meeting held on November 4, 2019. Council voted at that time to contribute \$300,000 toward the cost of the project.

Attached for council consideration is a copy of the proposed MOU outlining the terms and conditions of the CCLBA/City of Albion financial partnership for the Union Steel building demolition project.

Alternatives Analysis:

Do nothing. If the city council takes no action on the MOU, city administration will be required to rely on the city council's November 4, 2019, adopted motion and direction regarding this matter without further specific direction on the terms and conditions of the CCLBA/City of Albion financial partnership for this project. Lack of additional direction as contained in the MOU could create confusion and disagreement regarding the implementation of the city council's previous action. Absent any additional action from city council to reconsider or rescind its previous adopted motion results in a commitment from the city to make the contributions approved by council.

Approve the MOU. If the city council approves the MOU as presented, city administration will proceed with the implementation of the terms and conditions of the city's participation in accordance with the MOU. The MOU will provide clear direction to administration. The first payment will be made in June 2020, with contributions in future fiscal years to be properly



programmed in the budget either from General Operating monies or from the General Fund reserves.

Summary of Previous Council Action:

11/04/2019 – City council adopted a motion to approve contributions to the Union Steel building demolition project according to a five-year schedule subject to the approval and execution of a formal agreement to be drafted by the CCLBA.

Financial Impact:

The total cost to the city under the MOU for the Union Steel demolition project will be \$300,000, with \$100,000 to be paid during FY 2020 and \$50,000 to be paid in each of the next four fiscal years. Funds will come either from General Fund current year operating funds or from the General Fund reserves.

Recommended Motion(s):

To approve the Memorandum of Understanding between the Calhoun County Land Bank Authority and the City of Albion setting forth the terms and conditions for the city's contributions to the Union Steel building demolition project, property located at 501 North Berrien Street, Albion, Michigan, in the total amount of \$300,000 to be paid in certain increments over a five-year period between 2020 and 2024, and to authorize the Mayor and City Clerk to execute the Memorandum of Understanding on behalf of the city.

Attachments:

Proposed Memorandum of Understanding
City Council Meeting Minutes – November 4, 2019

City of Albion
Council Session Minutes
November 4, 2019

I. CALL TO ORDER

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

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

PRESENT: Lenn Reid (2); Sonya Brown (3); Marcola Lawler (4); Jeanette Spicer (5); Shane Williamson (6) and Mayor Atchison.

ABSENT: Vicky Clark (1) was absent

STAFF PRESENT:

Darwin McClary, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Kent Phillips, Acting Interim Public Service Director; John Tracy, Director Planning, Building & Code Enforcement; Tom Mead, Finance Director and Scott Kipp, Chief Public Safety.

V. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)

Mayor Atchison asked to add a Moment of Silence to the Agenda for the young man that was shot on Saturday morning and lost his life.

Williamson moved, Lawler supported, CARRIED, to Approve the Agenda with the above addition. (6-0, vv)

A moment of silence was given for the young man that was shot on Saturday morning and lost his life.

VI. PRESENTATIONS

A. Demolition of Union Steel Building-Calhoun County Land Bank

Krista Trout-Edwards, Executive Director Calhoun County Land Bank provided the Council with the following update on the Calhoun County Land Bank and the Demolition of Union Steel Building:

- 2008-2013 Minimal Land Bank funded demolitions
- 2014 CDBG Demolition Grant, 200 S. Superior St. demo, Collaboration Corner
- 2015-First Transform this Home Project; 203 N. Superior; HHF Demo Grant, TMA & Little Lambs of Jesus
- 2016-AmeriCorps Vista, Gina's, HHF 3.8 Demos
- 2017-Albion Community Gardens, Dalrymple School demo, HHF 3.8 Demos & First NMM
- 2018 American Colloid, HHF 3.8 Demos, Chemical Grant Funds

- Land Bank Grants for the past five years with other partners and local match:
 - CDBG Grant \$408,799 32 Demos
 - Albion HHF \$268,517 27 Demos
 - HHF3.8 \$3.8 38 Demos in Albion
(County Wide)
 - Cronin Foundation \$125,000 Dalrymple School
 - Target Market Analysis \$20,000 1 Study
 - EPA Assessments \$600,000 5 Projects in Albion
(County Wide)
 - Chemical Grant \$2,000 1 Project

- Large Scale Projects (Non-Residential):
 - 200 S. Superior St \$84,000 Demo & Restoration
 - 203 N. Superior St \$128,328 Stabilization
 - 406 S. Ann St \$341,749 Demo & Restoration

- Union Steel-501 N. Berrien St:
Demolition Bid \$420,750 Range up to \$963,850
 - 2008- Property foreclosed, sold at auction
 - 2011-Property foreclosed, sold at auction
 - 2012-Private owner, oil & asbestos spill, EPA response
 - 2014-Property foreclosed, sold at auction
 - 2019-Environmental assessments; demolition bid; seek funds for demo
 - Property is a safety hazard and negatively impacting property value of properties in the area

- Other Properties in Albion that need stabilization; demolition or investment:
 - Stabilization: 203 N. Superior St Failing brick, unable to enter
 - Demolition: 200 S. Superior St Failing brick, unable to enter
 - Other Costs: Boarding and securing-

- Investment: 709 N. Clinton St \$74,152
EPA Grant-in process
- Investment: 129-131 N. Superior St EPA Grant-in process
\$70,000 in cleanup
- Investment 100 S. Superior St Needs clean-up &
Stabilization-\$99,725
- Investment 1000 W. Erie St Coming to the Land
Bank Authority

Comments were received from Council Members Lawler and Brown and Mayor Atchison

B. Entrepreneurship & Community Service Certificates for:

- TNT Beauty Supply

Mayor Atchison read aloud the entrepreneurship certificate and he and Council Member Brown presented to TNT Beauty Supply.

- Cuts by Moose

Mayor Atchison read aloud the entrepreneurship certificate for Cuts by Moose.

- Kerizma

Mayor Atchison read aloud the entrepreneurship certificate for Kerizma.

- Mike & Brenda Lopez

Mayor Atchison read aloud the community service certificate and he and Council Member Brown presented to Mike and Brenda Lopez.

Comments were received from Mike Lopez and Council Member Brown.

VII. PUBLIC HEARINGS-None

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

Comments were received from Elrarene Showers, 805 Valhalla Dr; Mayor Atchison and City Manager McClary.

IX. CLOSED SESSION- None

X. CONSENT CALENDAR (VV) Items on the Consent Calendar are voted on as one unit)

A. Approval Regular Session Minutes, October 21, 2019

Williamson moved, Brown supported, CARRIED, to Approve the Consent Calendar as presented. (6-0, vv)

XI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Discussion/Approval of City of Albion to Contribute Funding for Demolition of Union Steel Building

Comments were received from Council Members Lawler, Brown, Spicer, Williamson and Reid; Mayor Atchison; Krista Trout-Edwards, Director Calhoun County Land Bank; City Manager McClary and Jim Dyer, Calhoun County Legal Counsel.

Council Member Williamson made a motion with support from Council Member Lawler to Approve a contribution from the City to the Calhoun County Land Bank Authority in the amount not to exceed \$150,000 upon approval and execution by the City of an acceptable intergovernmental contract and receipt of invoices acceptable to the Finance Director for the purpose of participating in the cost of the Authority's demolition of the Union Steel property located at 501 Berrien Street. The Calhoun County Land Bank Authority shall draft said contract.

Comments were received from Council Members Brown, Williamson, Lawler and Spicer; City Manager McClary; City Attorney Harkness; Mayor Atchison; Jim Dyer, Calhoun County Legal Counsel and Finance Director Mead.

Council Member Williamson rescinded his motion

Mayor Atchison stated he had spoke with Jim Dyer, Calhoun County Legal Counsel and an offer was made for the City to pay \$100,000 in 2020 and \$50,000 for the next four years for a total contribution of \$300,000 at the end of five years.

Lawler moved, Reid supported, CARRIED, to Approve a Contribution from the City to the Calhoun County Land Bank Authority in the Amount of \$100,000 in 2020 and \$50,000 for the Next Four Years for a Total Contribution of \$300,000 at the End of Five Years upon Approval and Execution by the City of an Acceptable Intergovernmental Contract and Receipt of Invoices Acceptable to the Finance Director for the Purpose of Participating in the cost of the Authority's Demolition of the Union Steel

Property Located at 501 Berrien Street. The Calhoun County Land Bank Authority Shall Draft Said Contract. (6-0, rcv)

- B. Request Approval 2nd Reading & Adoption Ordinance # 2019-08, An Ordinance to Create Chapter 100, Article 1, Sections 1.1-1.3, Article 2, Sections 2.1-2.2, Article 3, Sections 3.1-3.19, Article 4, Sections 4.1-4.13, Article 5, Sections 5.1-5.11, Article 6, Sections 6.1-6.6, Article 7, 7.1-7.26, Article 8, Sections 8.1-8.5, Article 9, Sections 9.1-9.15, and Article 10, Sections 10-10.8, Zoning

Comments were received from City Attorney Harkness who clarified the title of the Ordinance should read Sections 10.1 – 10.8, Zoning.

Williamson moved, Brown supported, CARRIED, to 2nd Reading & Adoption Ordinance # 2019-08, An Ordinance to Create Chapter 100, Article 1, Sections 1.1-1.3, Article 2, Sections 2.1-2.2, Article 3, Sections 3.1-3.19, Article 4, Sections 4.1-4.13, Article 5, Sections 5.1-5.11, Article 6, Sections 6.1-6.6, Article 7, 7.1-7.26, Article 8, Sections 8.1-8.5, Article 9, Sections 9.1-9.15, and Article 10, Sections 10-10.8, Zoning as presented. (6-0, rcv)

- C. Request Approval 1st Reading Ordinance # 2019-09, An Ordinance to Amend Chapter 1, Section 1-28, Ethics

Council Member Brown asked to Amend the Ordinance # 2019-08, Section 1-28 Section 1 (2) to Read Said Public Hearing Shall be Scheduled Within 30 Days and the Public Hearing Shall Occur Within 60 days of the Date the Three Council Persons Notify the Mayor, Mayor Pro Tem, the City Attorney and the City Manager, in Writing of their Call for a Public Hearing.

Comments were received from City Attorney Harkness.

Brown moved, Lawler supported, CARRIED, to Approve Amendment to Ordinance # 2019-08, Section 1-28 Section 1 (2) to Read Said Public Hearing Shall be Scheduled Within 30 Days and the Public Hearing Shall Occur Within 60 days of the Date the Three Council Persons Notify the Mayor, Mayor Pro Tem, the City Attorney and the City Manager, in Writing of their Call for a Public Hearing.. (6-0, rcv)

Spicer moved, Brown supported, CARRIED, to Approve 1st Reading Ordinance # 2019-09, An Ordinance to Amend Chapter 1, Section 1-28, Ethics, amending Section 1-28 Section 1 (2) to Read Said Public Hearing Shall be Scheduled Within 30 Days and the Public Hearing Shall Occur Within 60 days of the Date the Three Council Persons Notify the Mayor, Mayor Pro Tem, the City Attorney and the City Manager, in Writing of their Call for a Public Hearing.. (6-0, rcv)

D. Request Approval Consumers Energy Easement for Electric Facilities at 111 and 113 E. Erie St

Comments were received from City Attorney Harkness

Williamson moved, Brown supported, CARRIED, To Approve Consumers Energy Easement for Electric Facilities at 111 and 113 E. Erie St as presented. (6-0, rcv)

E. Request Approval 1st Reading Ordinance # 2019-10, An Ordinance to Amend Chapter 22 to Add Article VI, Sections 22-220 through 22-227, Collection Bins

Comments were received from Council Member Spicer and City Attorney Harkness.

Brown moved, Reid supported, CARRIED, to Approve 1st Reading Ordinance # 2019-10, An Ordinance to Amend Chapter 22 to Add Article VI. Sections 22-220 through 22-227, Collection Bins as presented. (6-0, rcv)

XII. FUTURE AGENDA ITEMS

The following items were requested for the next agenda:

- Council Member Williamson asked for a Recreation Update
- City Attorney Harkness asked for 2nd Reading and Adoption of Ordinances # 2019-09 and #2019-10
- Mayor Atchison asked for an update on tax issues with non-profits and goals and objectives for the City Manager

Mayor Atchison stated the budget meeting has been set for Saturday, November 16, 2019 from 9:00 a.m. – 2:00 p.m. at City Hall.

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

Comments were received from Antonio Nelson, 28855 C Drive; Emily Smith, AmeriCorps Vista member; Nidia Wolf, 409 Irwin Avenue; Garrett Brown, 1016 S. Superior St; Calhoun County Commissioner Gary Tompkins and Council Member Reid.

XIV. CITY MANAGER REPORT

City Manager McClary included a written report in the Council packets detailing the following:

- The amendments that were approved by the City Council at the last meeting to the City Managers contract have been executed. He will not seek an amendment for the moving expense provision.
- Attended the following meetings:
 - October 17-Hearing on a union grievance
 - October 17-Webinar: Branding Your Community for Economic Success
 - October 18-23 ICMA Annual Conference in Nashville, TN
 - October 25-Irwin Avenue Reconstruction Project progress meeting
 - October 28-Finance Director regarding FY 2020 budget preparation
 - October 29-Building Authority special meeting
 - October 30-Public Safety Director to discuss public safety operations and to tour facilities
 - October 30-Calhoun County Land Bank Authority to discuss Union Steel demolition project
 - October 30-Weekly meeting with Mayor Atchison
 - October 31-Finance Director regarding Income Tax Administrator functions
- A FY 2020 budget work session has been scheduled for City Council for Saturday, November 16 to review the proposed FY 2020 budget
- The ICMA Executive Board approved his designation as an ICMA Credentialed Manager
- Union Steel Demolition-He recommends that the City Council authorize a contribution from the City for the project but the City does not have the financial capacity to contribute the amount requested
- Will be meeting with representatives from the Albion Community Gardens to discuss their concerns regarding removal of their tax-exempt status. The matter is now scheduled to go before the Michigan Tax Tribunal in December
- Irwin Avenue Reconstruction and Precinct 3 Election:
 - The contractors will ensure that both ends of the construction are open to traffic to the polling location
 - DPS will provide flag persons to help direct traffic during elections hours of 7:00 a.m. to 8:00 p.m.
 - No construction work will occur in front of the three driveways to the church polling location on the day of the election
 - City staff has mailed letters to all Precinct 3 voters informing them of the construction work and how to access the polling location
 - DPS employees are placing door hangers on all visible doors at each home
 - City staff is posting information on the City's website and social media
 - Temporary signage will be placed at the polling location driveways directing traffic into and out of the polling location
- He and his husband have closed on their home within the City last Friday, and will be moving in next week once the contractors are finished with some interior improvements. He looks forward to joining the Albion community as a resident and a taxpayer

XV. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Member Lawler; Mayor Atchison and City Attorney Harkness.

Council Member Lawler called Privilege at 8:50 p.m. and left.

XVI. EXCUSE ABSENT COUNCIL MEMBER (S)

Brown moved, Williamson supported, CARRIED, to Excuse Council Member Vicky Clark (1). (5-0, vv)

XVII. ROLL CALL

PRESENT: Lenn Reid (2); Sonya Brown (3); Jeannette Spicer (5); Shane Williamson (6) and Mayor Atchison.

ABSENT: Council Member Vicky Clark (1) was absent and *Council Member Lawler called Privilege at 8:50 p.m. and left*

XVIII. ADJOURNMENT

Brown moved, Spicer supported, CARRIED, to adjourn the regular session. (5-0, vv)

Mayor Atchison adjourned the Regular Session at 8:52 p.m.

Date

Jill Domingo
City Clerk

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into this ___ day of _____, 2020, by and between the City of Albion (“City”), located at 112 W Cass Street, Albion, MI 49224, and the Calhoun County Land Bank Authority (“CCLBA”), located at 315 W Green Street, Marshall, MI 49068:

WHEREAS, the CCLBA owns 501 N Berrien Street, Albion, Michigan, which has suffered a partial structural collapse; and

WHEREAS, the CCLBA and the City wish to protect the public welfare by demolishing the structure; and

WHEREAS, the CCLBA issued a Request for Proposals for qualified demolition contractors to conduct the demolition of the collapsing post-industrial building located at the site; and

WHEREAS, the CCLBA received a qualifying bid by a licensed demolition contractor interested in completing the project;

WHEREAS, the Albion City Council at its November 4, 2019, meeting approved supporting this demolition through the allocation of \$300,000 to be paid in installments over a five-year period; and

WHEREAS, the Calhoun County Board of Commissioners at its December 5, 2019, meeting further supported funding this demolition by approving a request by the Calhoun County Treasurer to allocate funds to the CCLBA for this and other projects; and

WHEREAS, the parties wish to collaborate and share the cost of this important demolition;

NOW THEREFORE, the parties agree as follows:

1. The CCLBA intends to execute a contract with Pitsch Companies, Inc, to conduct the demolition of the former Union Steel building located at 501 N Berrien Street in Albion. The CCLBA will provide all project management services, including processing all invoices and overseeing various funds. The CCLBA will provide the City of Albion with verification of adequate liability insurance held by Pitsch Companies for this project prior to the project commencement.
2. The city of Albion agrees to provide monetary support for the project in the overall sum of \$300,000 payable over a five-year period as follows:
 - a. \$100,000 due by June 1, 2020;
 - b. \$50,000 due by February 1, 2021;
 - c. \$50,000 due by February 1, 2022;
 - d. \$50,000 due by February 1, 2023; and
 - e. \$50,000 due by February 1, 2024.
3. The term of this MOU shall not exceed the date of the last scheduled payment described in paragraph 2(e) above.

4. The County Treasurer will provide matching funding, which will be managed separately per approval by the Calhoun County Board of Commissioners and a separate agreement with the CCLBA.
5. The parties agree to refer to one another as “community partners” regarding the demolition and each party agrees to communicate openly regarding the on-going demolition project.
6. This MOU shall be binding upon and inure to the benefit of the successors and assigns of the parties.
7. This MOU sets forth the parties’ complete understanding of the subject matter and may not be explained, modified or amended except in writing signed by the parties.
8. The invalidity or unenforceability of any particular provision of this MOU shall not affect the other provisions hereof, and this MOU shall be construed in all respects as if such invalid or unenforceable provision was omitted.
9. This MOU shall be governed by Michigan law. Any suit arising out of this MOU shall be filed in the Calhoun County Circuit Court, located in Calhoun County, Michigan.
10. This MOU may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute only one agreement.

City of Albion

Calhoun County Land Bank Authority

By: _____
David Atchison

By: _____
Krista Trout-Edwards

Its: Mayor

Its: Executive Director

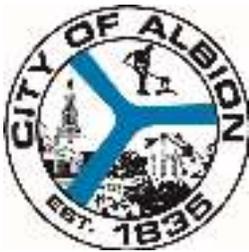
Dated: _____

Dated: _____

By: _____
Jill Domingo

Its: Clerk

Dated: _____



Council Action Summary Sheet

Agenda Item #:	
Agenda Item Title:	<i>The Smart Community Trademark</i>
Meeting Date:	February 3, 2020
Submitted by:	Haley Snyder, Interim Assistant City Manager Deputy Clerk/Treasurer
Contact Information:	hsnyder@cityofalbionmi.gov – (517) 629-7863
Agenda Item Approvals:	<input type="checkbox"/> City Clerk <input type="checkbox"/> Finance Director/Treasurer <input type="checkbox"/> City Attorney <input checked="" type="checkbox"/> City Manager

Background Brief: The City of Albion filed to have “The Smart Community” trademarked on March 27, 1999. The City officially became registered as “The Smart Community” on March 4, 2001 with a trademark serial number of 78055235. The “The Smart Community” trademark is filed in the category of Advertising, Business & Retail Services. The description provided to the United States Patent and Trademark Office (USPTO) for “The Smart Community” is *Chamber of Commerce services, namely promoting business and tourism in the City of Albion, in the State of Michigan; promoting the economic development in the City of Albion, in the state of Michigan; developing promotional campaigns for business.*

The trademark is set for renewal on March 4, 2020.

Alternatives Analysis:

Do Nothing. If the City Council takes no action, the trademark will expire and the City of Albion will no longer be trademarked as “The Smart Community”.

Authorize expenditure of the renewal fee in the amount of \$1650. If the City Council authorizes expenditure of the renewal fee, the City of Albion will remain trademarked as “The Smart Community”. A “smart community” is a community in which government, business, and residents understand the importance and potential of information technology, and make a conscious effort to use that technology to transform life and work in positive ways within their community.

Deny expenditure of the renewal fee in the amount of \$1650. If the City Council denies expenditure of the renewal fee, the City of Albion will no longer be trademarked as “The Smart Community”. As a Project Rising Tide Community, the City of Albion received technical assistance to create a unified community branding. This was a three-day process with Ben Muldrow, a consultant with Arnett Muldrow & Associates. The consultant identified some of



Albion's strengths and created a community wide branding strategy the community can use to promote itself to rebuild its economic framework.

Summary of Previous Council Action: Previous action taken by Council was to file for registration with the USPTO in March of 1999.

Financial Impact: The renewal fee is \$1650 for one class and \$850 for each additional class for the whole period of ten (10) years. The City of Albion is registered for one (1) class.

Recommended Motion(s):

To direct administration to take no action on the renewal of the City of Albion's "The Smart Community" trademark with the USPTO and allow the trademark to expire due to a finding by the City Council that the trademark is no longer advantageous to the city.

Attachments: None

Patent and Trademark Office
 2200 Pennsylvania Avenue, N.W.
 4th Floor East
 Washington, DC 20037
 United States of America

REMINDER

Renewal Department



Correspondence address:

7237  City of Albion, MI
 112 West Cass Street
 ALBION MI 49224-1731




Pending Trademark Cancellation by USPTO

Trademark name: THE SMART COMMUNITY

Registration Number: 2693352

Number of classes: 1

Your trademark is about to expire. Renewal date: Mar. 04, 2020.

Your trademark registration requires a filing between the 19th and 20th years after registration to remain valid.

Sign and return this document in order to renew your trademark.

Receive an invoice and after payment the trademark maintenance process will be started.

Electronic filing copy and Acceptance Notice from United States Patent and Trademark Office will be sent to your e-mail.

TRADEMARK		GRAPHIC REPRESENTATION
Type of mark:	Service Mark	THE SMART COMMUNITY
Register:	Principal	
Renewal date:	Mar. 04, 2020	
Filing date:	Mar. 27, 1999	
Date in location:	Mar. 31, 2013	
Registration date:	Mar. 04, 2001	
Classes:	035	
Serial number:	78055235	

IMPORTANT INFORMATION

Date: _____ / _____ / _____
Name, Last name: _____
E-mail: _____
Phone: _____
Position: _____
Signature: _____

Please return this document with your signature and/or company stamp in the appropriate space if you would like to renew your trademark. Your trademark will be renewed for the period of another ten (10) years. **The renewal fee is \$1650 for one class and \$850 for each additional class for the whole period of ten (10) years.** You will receive an invoice from us after we have received this signed document from you. By signing this document you place an order for filing and automatically empower Patent & Trademark Office to renew the trademark stated above on your behalf. This order is optional and only acts as a reminder. Patent and Trademark Office is a private service company within the intellectual property area that reminds companies when their trademarks are due for the renewal. Patent and Trademark Office is non-governmental company and is not connected to any of the governmental organizations. You may also contact your legal representative to perform the renewal for you. If you have any questions regarding your trademark maintenance process, please contact us via e-mail: info@patentandtrademarkoffices.us or telephone/fax 202 888 3223. www.patentandtrademarkoffices.us

SIGN AND RETURN IN THE ENCLOSED ENVELOPE

**CITY OF ALBION
ORDINANCE #2020-02**

AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE IV, TO AMEND
SECTIONS 22-181 AND 22-183, OUTDOOR AND SIDEWALK CAFES

Purpose and Finding:

As the City Council is aware, the Council has previously expressed an interest in the modifying the outdoor and sidewalk café ordinance to allow for expanded use. Presently the ordinance only allows for operation from April 1 through October 31 of each calendar year. The adoption of this ordinance expands the dates of permitted operation. Additionally, given the recent changes to the City's zoning ordinance, the zoning provisions of the ordinance are outdated and required revision. Approval is recommended

THE CITY OF ALBION ORDAINS:

Section 1. Chapter 22, Article IV of the Codified Ordinances of the City of Albion, is hereby amended, by amending Sections 22-181 and 22-183 as follows:

ARTICLE IV: OUTDOOR AND SIDEWALK CAFES

Section 22-181: Areas of Applicability

- A. The sidewalk café provisions of this chapter shall apply to the public sidewalk located in any part of the city zoned (CBD).
- B. The outdoor cafe provisions of this chapter shall apply to property within the city that is zoned (CBD) or (MU).

Section 22-183: Permit Procedures

- A. The planning department is authorized to issue a revocable seasonal sidewalk café permit to a property owner abutting the public sidewalk to operate a sidewalk café on public sidewalk provided that the standards set forth in this chapter have been complied with by the applicant.
- B. The planning department is authorized to issue a revocable seasonal outdoor café permit to a property owner with enough available private property to permit such operation under the standards set forth in this chapter.
- C. The seasonal permit shall allow the operation of an outdoor café or a sidewalk café from March 1 up to and including December 1 of any calendar year.

- D. An applicant shall remit, with its application, the fee for the permit as determined in the fee schedule as approved by resolution of the city council.
- E. An applicant for a sidewalk café permit shall provide evidence of general liability insurance in the amount of \$1,000,000.00 naming the city as an additional insured.
- F. An applicant shall submit a sketch plan that shall conform to section 22-184.
- G. A permit application shall be submitted on a form available from the planning department and shall state the following:
 - i. Name of the individual/business of the applicant;
 - ii. Individual/business address;
 - iii. Address of sidewalk occupancy;
 - iv. Property owner, if other than the applicant;
 - v. Dates of proposed occupancy;
 - vi. Hours of occupancy;
 - vii. Area of occupancy (square feet) for café;
 - viii. Proposed outdoor use of musical instruments, sound reproduction systems or other entertainment;
 - ix. Disclose whether alcoholic beverages will be served at the outdoor café; and, if so, provide proof of state liquor control commission authorization for such sales;
 - x. If the application is a new application or a renewal of previously approved permit;
 - xi. Written authorization from the owner of the property to submit the application shall be required where the applicant is not the owner of the affected property;
 - xii. If the public sidewalk in front of an adjacent property is to be used, written authorization from said adjacent owner;

- xiii. A copy of any certificate, license or permit issued by the county health department to sell food for human consumption.

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

This Ordinance shall take effect on March 17, 2020 after publication.

First Reading:

Second Reading & Adoption:

February 3, 2020

February 17, 2020

Ayes _____
Nays _____
Absent _____

Ayes _____
Nays _____
Absent _____

Jill Domingo,
Clerk

David Atchison,
Mayor.



Council Action Summary Sheet

Agenda Item #:	
Agenda Item Title:	<i>DISCUSSION/APPROVAL OF 1ST READING OF ORDINANCE #2020-02, AN ORDINANCE TO ADD CHAPTER 17 – LICENSE TO OPERATE SINGLE, TWO-FAMILY, AND MULTI-FAMILY RENTAL STRUCTURES</i>
Meeting Date:	February 18, 2020
Submitted by:	Darwin McClary, City Manager
Contact Information:	(517) 629-7172; dmcclary@cityofalbionmi.gov
Agenda Item Approvals:	<input type="checkbox"/> City Clerk <input type="checkbox"/> Finance Director/Treasurer <input checked="" type="checkbox"/> 3 City Attorney <input checked="" type="checkbox"/> 4 City Manager

Background Brief:

Administration is requesting that city council consider introducing and giving first reading to Ordinance #2020-02, which would require licensing and inspections for rental properties located within the city. Council held a study session on the proposed ordinance on February 10, 2020, and received public input and comments. Some of the comments received, and responses offered by administration, include:

- ***Establishing a rental certification and inspection program will result in increased rents.*** Rental properties are a business and must be managed accordingly. Landlords must provide safe, sanitary, habitable housing for their tenants, and the improvements to those properties should be capitalized, with the costs to be spread as part of lease costs across the useful life of the improvements.
- ***The rental inspection program will require landlords to bring properties up to current new construction codes.*** The city has already adopted the International Property Maintenance Code (IPMC), and landlords are already required to comply with the code. The code does not require existing structures to be brought up to new construction standards, but, rather, requires that existing structures be maintained in a minimum and acceptable safe, sanitary, and habitable condition. The ordinance simply sets up a formal program to permit the city to enter rental properties to inspect them on a regular basis to insure compliance with the city's existing code.
- ***Tenants cannot afford the rents that will be charged if a rental certification and inspection program is implemented.*** Under the current draft ordinance, the city anticipates that the biannual inspections, if only one is required, should cost less than \$200 (spread over 24 months, the cost per month would be \$8.33 per month). If violations exist and additional inspections are necessary, of course the costs would



increase. Again, the costs of maintaining safe, sanitary, and habitable housing should already be factored in to landlords' rental rates, and the program itself does not add to these costs unless landlords are not properly maintaining their properties.

- ***Code enforcement can handle rental property issues with the city's current codes.*** As noted above, city staff and contractors do not currently have adequate legal authority to enter rental properties to enforce the city's existing IPMC. Also, the proposed rental certification and inspection program shifts the burden of cost for enforcing minimum rental housing standards to landlords instead of relying on other taxpayers to bear a share of this business cost.
- ***The rental certification and inspection program will result in many rental homes being sold for owner-occupied use, will encourage "Air BnBs", or will encourage college housing, thereby reducing the number of rental units in the community.*** The city benefits in many ways from encouraging properties to be occupied by owners. Like many other communities, the city should consider adopting separate regulations for short-term rentals ("Air BnBs") if they become a detriment to the community. Albion College students are currently required to live on campus in fraternity houses or college dorms, but a change in this policy would increase the demand for rental housing in the community rather than depress it.
- ***The rental certification and inspection program will cause landlords of larger rental properties to hire property management companies to manage their properties, resulting in more vigorous screening of tenants.*** Rental property owners set the policies for reviewing and selecting tenants in accordance with local, state, and federal law. Property management companies will follow the policy directives of property owners.
- ***Where does the city draw the line as to what is considered "safe housing"?*** The city's current IPMC sets the minimum standards for safe, sanitary, and habitable existing structures.
- ***The rental certification and inspection program will require landlords to abate lead-based paint, and these costs will be unreasonably high.*** The proposed ordinance and program does not change the regulations already in place. Federal and state law govern this matter.
- ***The rental certification and inspection program will price tenants out of their homes, and more vacant homes will need to be demolished.*** Supply and demand will determine market rents for properties. Landlords are responsible for providing safe, sanitary, and habitable housing for tenants, and the costs of doing so must be factored into rental rates. Attractive, well-maintained properties, neighborhoods, and the community could attract additional investment in rental properties, will have a positive impact on property values, and will benefit the city through a growing tax base. If the demand for low to moderate income housing is not being met in the marketplace, the city should work with the housing commission, MSHDA, and developers to expand public or private subsidized housing



options, but safe, sanitary, habitable housing should be a right of all citizens of the city, not a privilege for a few.

- **What does program success look like?** The ultimate goal of the program should be to realize 100% compliance with rental inspections on first inspection. Desired outcomes should include safe and sanitary property conditions, stabilization of neighborhoods, increased attractiveness of neighborhoods, and growth in property values and tax base.
- **Will enforcement be equal?** The program helps to insure that all landlords are treated fairly, uniformly, and consistently in rental housing standards and inspections. Currently, “bad” landlords realize a competitive advantage over “good” landlords, since the unscrupulous landlords can currently perform little to no maintenance, charge lower rents, and still realize larger returns on their investments without impunity compared to the landlords that properly reinvest in their rental properties.
- **The rental certification and inspection program will lead to gentrification.** The city should be concerned about making sure that the community maintains affordable housing to meet demand through partnerships with the housing commission, MSHDA, developers, and other agencies and to insure that federal and state fair housing laws are strictly enforced. However, the community should also commit itself to insuring that safe, sanitary, and habitable housing is a right, not a privilege, for all residents of the city.
- **What does the program offer as incentives for responsible landlords?** The program insures that all landlords are required to meet the same standards, thereby eliminating the competitive advantage discussed above that irresponsible landlords currently enjoy. Also, responsible landlords will realize lower inspection costs if their rental units pass inspection the first time, whereas irresponsible landlords will incur additional fees if their rental units must receive additional inspections.
- **Newly renovated rental units should not need inspection.** To the contrary, it is important to maintain regular inspections on new, recently renovated, and older rental units alike to insure that properties never again fall into disrepair or unsafe, unsanitary, or uninhabitable condition.
- **Why does the proposed ordinance require annual registration of rental properties and rental inspections every two years?** The city council can consider alternatives to the current language. The City Manager does recommend a change to the proposed ordinance to require a one-time registration rather than annual registration.

During the February 10 study session, some councilors expressed an interest in either reconstituting the existing rental certification and inspection program review committee or create a new committee to continue work on the ordinance and program.

Attached is a copy of the proposed ordinance and information packet that was previously provided to city council for the February 10 study session. Building, Planning, and Code Enforcement Director Tracy will be in attendance to answer questions regarding the proposed inspection program.



Alternatives Analysis:

Do nothing. If the city council does nothing, the rental housing stock in the city will continue to deteriorate as irresponsible landlords continue to disinvest in their rental properties. The city will only be able to enforce the maintenance of the exterior portions of structures at taxpayer rather than landlord cost. Aesthetics and stability of neighborhoods will continue to decline. Property values and community tax base will suffer, and the city's ability to provide core municipal services will be impeded.

Introduce and give first reading to the proposed ordinance, with or without revisions. If the city council introduces and gives first reading to the ordinance, council can receive additional community comment and schedule the ordinance for second reading and consideration for adoption at its March 16 regular meeting. Council can make revisions to the ordinance based on feedback received from citizens. If the ordinance is adopted, city administration will proceed to implement a comprehensive rental certification and inspection program based on the requirements of the ordinance. The program will help to insure safe, sanitary, and habitable housing for all renters in the city. Neighborhood aesthetics will improve, and the city will realize a positive impact on property values as the community becomes more attractive to new home buyers and property investors.

Summary of Previous Council Action:

02/10/2020 – City council held a study session on the proposed rental certification and inspection program and received public comments.

Financial Impact:

None to introduce and give first reading to the ordinance or to reconstitute the existing review committee or create a new committee.

Recommended Motion(s):

To introduce and give first reading to Ordinance No. 2020-02, an ordinance to add Chapter 17 to the City of Albion Code of Ordinances to establish licenses to operate single-family, two-family, and multi-family rental structures, and to schedule the ordinance for hearing, second reading, and consideration for adoption at city council's March 16, 2020, regular meeting.

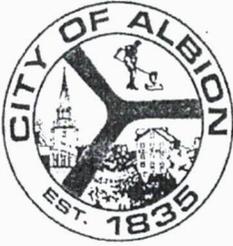
OR

To reconstitute the (or establish a) Rental Certification and Inspection Ordinance and Program Review Committee comprising the City Manager, Director of Building, Planning, and Code Enforcement, and three (3) members of city council for a term to expire on _____, 2020, for the purpose of conferring with landlords, tenants, homeowners, and other interested citizens and formulating a proposed rental certification and inspection ordinance and program for consideration by the city council. The following three (3) council members are hereby appointed to the committee: _____, _____, and _____.



Attachments:

Proposed Rental Certification and Inspection Ordinance
Information Packet from February 10, 2020, Study Session



Council Action Summary Sheet

Agenda Item #:	
Agenda Item Title:	Rental Certification
Meeting Date:	02/10/2020
Submitted by:	John Tracy, Director of Planning, Building & Code Enforcement
Contact Information:	
Agenda Item Approvals:	<input type="checkbox"/> City Clerk <input type="checkbox"/> Finance Director/Treasurer <input type="checkbox"/> City Attorney <input type="checkbox"/> City Manager

Background Brief:

Rental Certification Ordinance requested by City Council. Council created Rental Certification Subcommittee. Subcommittee members Jeanette Spicer, Marcola Lawler & Lenn Reid met by-monthly and then quarterly with city staff. In addition, four meetings were held with subcommittee, landlords and city staff to discuss ordinance. As a result of meetings, current rental certification ordinance draft has been created by subcommittee and city attorney, copy attached.

Alternatives Analysis:

1. Make no change, continue with complaint based inspections.
2. Pass Rental Certification Ordinance to assure minimum required health and safety standards for rental occupants: required working smoke alarms; heating systems to sustain min. 68 deg. in cold weather; potable cold and hot running water; adequate ventilation; properly secured windows and doors; adequate emergency egress; structural integrity; safe and sanitary living condition's for all.

Summary of Previous Council Action: In 2016 as result of health and safety concern of occupants of rental housing, former City Manager Dr. Sheryl Mitchel requested rental certification ordinance to be written, staff completed first draft December of 2016.

Financial Impact:

Recommended Motion(s):

Attachments:

- > Rental Certification Ordinance 2020-_____ Draft
- > Residential rental property permit questions & answers per 2015 Michigan Residential Code
- > Check list example
- > Rising Tide: Rental Inspection Survey, Sept. 2017

CITY OF ALBION ORDINANCE 2020-___

AN ORDINANCE TO ADD CHAPTER 17 LICENSE TO OPERATE SINGLE, TWO-FAMILY, AND MULTI-FAMILY RENTAL STRUCTURES

FINDINGS AND PURPOSE: The City of Albion recognizes the importance of the general health, safety, and welfare of all its citizens, including citizens who reside in residential rental dwellings. The City has previously discussed implementing a process for rental properties to be licensed, inspected, and to establish standards for the maintenance of the same. This Ordinance outlines a process for obtaining a license, required inspections, enforcement procedures, and potential penalties for non-compliance.

THE CITY OF ALBION ORDAINS THAT THE CODE OF ORDINANCES, CITY OF ALBION, MICHIGAN, IS HEREBY AMENDED BY CREATING CHAPTER 17, ADDING ARTICLE I, AND ADDING SECTIONS 17-1, 17-2, 17-3, 17-4, 17-5, 17-6, 17-7, 17-8, AND 17-9 WHICH READS AS FOLLOWS:

Section 1:

CHAPTER 17: LICENSE TO OPERATE SINGLE, TWO-FAMILY, AND MULTI-FAMILY RENTAL STRUCTURES

ARTICLE I:

Sec. 17-1: License to Operate Single, Two-Family, and Multi-Family Rental Structures.

A. License Required.

1. It shall be unlawful for any person to operate, maintain, or offer to rent within the City, a single-family, two-family, or multi-family rental structure, whether vacant or not, without first obtaining a license as provided in this Chapter.
2. It shall be unlawful for a person to enter into a lease, either as lessor or lessee, for a rental structure if the premise is unlicensed or has a revoked license which has not otherwise been renewed.
3. It shall be unlawful for any person to occupy, renew a lease, offer for rent or permit occupancy of any vacant dwelling unit or any dwelling unit that becomes vacant that is unlicensed or while a license is under revocation.
4. These licensing requirements shall not apply to the following structures:
 - a. Hotels and motels which rent rooms to occupants to make use of the facilities for a period of less than thirty (30) days;

b. Nursing homes, retirement centers and rest homes, which are subject to licensing and inspection by the state or federal government;

c. Dormitories of colleges or universities;

5. A license for a rental structure cannot be transferred to another rental structure.

B. License Application.

1. Each applicant for a license to maintain a rental structure shall file a written application with the Department of Planning, detailing the full legal name and address of the owner, address of the rental structure, and number of units within the structure. An owner who is not a resident of the City shall include in his or her application either of the following:

a. The name, address and phone number of an agent within the City with authority to accept service or notice of a violation; or

b. A statement by the owner that service by regular mail upon the owner at the address stated in the application will be considered sufficient service for all purposes.

2. A license issued under this chapter shall be valid for a period of one (1) year. All license fees shall be due and payable on or before January 1st of each year and shall expire on December 31st of the year of issuance.

3. Each license application shall be accompanied by an application fee. The amount of the application fee shall be set by the City Council.

4. If an application for renewal of an existing license is received after January 1st a twenty-five (25%) percent late fee shall be assessed.

5. If there is a change in the ownership of a multi-family rental structure or a change in the owner's property agent, the owners shall, within fifteen (15) days of such change, file a written notice with the Department of Planning indicating such change.

6. Application for license renewal shall be made in the same manner as a new application except that the application shall state that it is for renewal.

7. Prior to licensing, all landlords will be required to attend a crime-free housing course facilitated by the Public Safety and Planning departments.

This class will review the following:

a. Tenant screening process;

b. Property maintenance code;

c. Inspections process;

- d. How to make your environment safe and free of crime;
- e. Fire safety.

8. All single-family, two-family, or multi-family rental structures shall be registered with the City as required by this Ordinance and obtain an initial license within thirty (30) days of the effective date of this Ordinance.

Sec. 17-2: Inspections by the City of Albion

A. Inspection Requirements; License Issuance or Denial.

1. Each unit within the rental structure shall be subject to inspection in accordance with this section for compliance with all applicable State of Michigan health and safety code requirements, Albion Code of Ordinances, or the International Property Maintenance Code as adopted by the City of Albion. A license may be denied if the property has been inspected and is not in compliance with the applicable State of Michigan health and safety code requirements, Albion Code of Ordinances, or the International Property Maintenance Code as adopted by the City of Albion.

2. Initial and subsequent annual licensing inspections shall include the building exterior, common areas, basement, and interior of all units within the structure. All units within the structure shall be inspected every two years. The owner of the rental structure shall be responsible for inspection fees as set by the City Council. Initial inspections under this Ordinance shall commence as follows:

- a. January 1, 2021 through December 31, 2021: The City shall inspect 50% of the registered single-family and two-family rental structures and 50% of the dwelling units contained within the registered multi-family rental structures.
- b. January 1, 2022 through December 31, 2022: The City shall inspect the remaining registered single-family and two-family rental structures not inspected in 2021 and the remaining dwelling units contained within the registered multi-family rental structures not inspected in 2021.
- c. Re-inspections may be had subsequent to any inspection as deemed necessary by the Director of Planning or his or her designee.
- d. Thereafter, all dwelling units in any registered rental structure shall be inspected at least every two years as required in Section 17-2(A)(2).

3. The owner will be given at least thirty (30) days' notice by regular mail prior to any inspection being conducted. Upon receipt of the notice of inspection, the owner shall notify the tenant, on a form provided by the City, of the date and time of the inspection by either placing the completed form under or on the door of the unit at least seventy-two (72) hours prior to the inspection. The form shall contain a certification that the owner has served the notice as set forth in this subsection.

Each notice shall inform the owner and occupant of their right to refuse to consent to the inspection and to require the City to obtain an administrative search warrant. The Director of Planning shall establish procedures for attempting to assure reasonable notice in circumstances where service and posting are not necessarily in accordance with this subsection (i.e., lack of cooperation by owner).

4. If any owner, property agent, tenant or other person in control of a rental structure or a dwelling unit fails or refuses to consent to access and entry to the property or dwelling unit following reasonable notice for any inspection pursuant to this section, the code official or designee may, after consulting with the City Manager and the City Attorney, apply to the district court for an administrative warrant or other appropriate court order authorizing such inspection. Such an application shall not be a waiver of the City's right to seek other remedies pursuant to this chapter.

5. When a licensing inspection of a rental structure reveals any violation, a time period for compliance shall be set by the code official in accordance with the City's property maintenance code. The code official shall send notice of the violations and compliance period to the property owner or the listed property agent by regular U.S. mail at the address provided on the most recent license application. The notice shall include the following:

- a. Identification of the property;
- b. A statement listing the violations and applicable code section;
- c. The time period for compliance; and
- d. An explanation that if all violations have not been corrected within the compliance time period, the license is subject to revocation and non-renewal.

6. A licensing reinspection will be conducted at the request of the owner or the owners.

7. If, following a licensing inspection or reinspection, any dwelling unit is determined to be unfit for human occupancy as specified in the international code council property maintenance code, as adopted by the City of Albion, the premises must be vacated immediately. If similar violations are observed throughout the rental dwelling, the owner's license is subject to revocation and non-renewal. The owner will be required to pay additional inspection fees for any dwelling unit determined to be unfit for occupancy.

8. Prior to entering an occupied apartment, the City's inspector shall give the resident manager or owner a reasonable opportunity to be present during the inspection. Unless otherwise specified in a court order or warrant, the inspector will not inspect or search personal property of the occupant. The inspector, while performing the duties of office, will otherwise fully consider the privacy and dignity of the occupant. If a resident desires to be present for an inspection and it would result in an unusual hardship for that resident to be present during regular City business

hours, the inspector shall attempt to conduct the inspection at a time reasonably convenient to the resident.

Sec. 17-3: Notification of Violations; Corrections; Appeals and Re-inspections

Whenever violations or warning conditions are found during inspection, the owner or property agent shall be notified of the findings and the right to appeal such findings. Upon expiration of the time limit set by the code official for repairs, if the property is not in full compliance, the owner may be subject to both the payment of enforcement fees and revocation or denial of a license, as set forth in Section 17-2 of this Chapter.

Sec. 17-4: Notice of Failure to License

Whenever an owner or property agent of a rental property fails to license the property with the City, the code official shall post a notice on all entrances to the rental property containing the following statement:

“You are hereby notified that the owner or agent of this rental structure has failed to license this rental property with the City and is in violation of Section 17-2 of the City of Albion Code of Ordinances. No new leases may be entered into and no leases may be renewed until the proper license has been secured.”

Sec. 17-5: Revocation or Denial of License

A. If, upon reinspection of a rental structure, the code official finds conditions or practices which are in violation of any applicable regulations, the code official shall serve the owner or operator with a notice of violation. The notice shall state that unless all violations are corrected within a reasonable time of not less than five (5) days and not more than thirty (30) days, the operating license will be revoked. In the case of a renewal, the notice shall state that the license will be denied.

B. At the end of the time allowed for correction of any violation cited, the City shall reinspect the rental structure. If it is determined that the violations have not been corrected, an order shall be issued revoking or denying the operating license. The order shall take effect within seven (7) business days of the property owner’s receipt of the notice unless a hearing is requested as set forth in subsection C of this Section.

C. Any person whose license to operate a rental structure is subject to revocation or denial shall be entitled to appeal the revocation or denial action by filing with the Department of Planning a written request for appeal within seven (7) business days of receipt of the revocation order. Upon receipt of the request, the Director of Planning shall schedule a date to meet with the appellant to hear the appeal not more than twenty-one (21) business days thereafter. Upon completion of the appeal, the Director of Planning may:

1. Confirm the revocation or denial;

2. Hold the revocation in abeyance and allow additional compliance time not to exceed thirty (30) days;
3. Rescind the revocation or issue the license; or
4. Issue a conditional license subject to any conditions deemed appropriate by the Director of Planning.

D. If a timely request for an appeal is not filed then the revocation or denial order for that individual license shall be permanent.

E. In the event an operating license is revoked or denied, the following apply:

1. No existing rental agreement or lease shall be renewed and no new rental agreement or lease shall be entered into with respect to any rental unit located within the rental structure; and
2. The City shall have the right to proceed under Section 17-8 of this Chapter.

F. A license which has been revoked or denied shall not be reinstated. The property owner may, however, obtain a new license after all violations have been corrected and by following the procedures for obtaining a new license.

G. Whenever a license is revoked or denied, the code official shall send notice to the property owner or the listed property agent at the last address provided on the most recent application. This notice shall be sent by certified mail. The code official shall also notify all tenants of the rental residential structure by posting a notice on all entrances to the rental residential structure. The notice to the tenants shall include the following statement:

“You are hereby notified that the license for this structure has been revoked or denied pursuant to Section 17-5 of the City of Albion Code of Ordinances. No existing rental agreement or lease shall be renewed and no new rental agreement or lease shall be entered into with respect to any rental unit located within this building.”

H. If the owner has requested an appeal before the Director of Planning and is dissatisfied by the Director of Planning’s decision, the owner may appeal the decision to the City Manager.

Sec. 17-6: Violations, Notice of Court Proceeding

A. The following shall constitute violations of this Chapter:

1. Failure of the owner or owners of the rental property to obtain a license for such property;
2. Failure of the owner of the rental property to maintain the structure and premises in compliance with State of Michigan health and safety code requirements,

Albion Code of Ordinances, or the International Property Maintenance Code as adopted by the City of Albion.

3. To remove or deface any notice which has been posted pursuant to this Chapter.

B. Before issuing a citation or filing an action in court with respect to a violation of this Chapter, the Director of Planning shall deliver by certified mail a violation notice to the owner or other party designated to receive notices and service of process on behalf of such owner.

17-7: Penalties

A. In addition to any other remedy or penalty specified for a violation of any provision of this Chapter, upon a finding of responsibility or guilt, any person violating any provision of this Chapter shall be subject to the penalties for each offense as set forth in subsection (C) of this section. Each day during or on which a violation occurs or continues shall be deemed to constitute a separate offense.

B. Nothing in this Chapter shall prevent the City from taking any action available under Michigan law or the Albion Code of Ordinances to ensure the health, safety and public welfare of the residents of Albion. Further, nothing in this Chapter shall prevent the City from taking any emergency action as permitted by law when any portion of a rental structure poses an imminent danger to a person or property.

C. Fines. A violation of this chapter shall be deemed to be a civil infraction. If violations are not corrected within the specified time, in addition to revocation or denial of a license, the following fines may be assessed:

1. First Offense: \$150.00 per day the violation exists;
2. Second Offense: \$300.00 per day the violation exists;
3. Third or Subsequent Offense: \$500.00 per day the violation exists;

17-8: Civil Action by the City to Enforce Compliance

Whenever the City Manager or Director of Planning, or their designee has reasonable cause to believe that any owner or occupant/resident is engaged in a pattern or practice of violating the provisions of this Chapter, or the owner's operating license has been suspended, the City, in addition to all other remedies provided herein, may bring a civil action, setting forth the facts pertaining to such cause and shall have a right to one or more of the following; a permanent or temporary injunction, restraining order, damages, and any other relief available under Michigan law. Such relief may be obtained against the owner or occupant/resident responsible and shall be as is necessary to ensure compliance with the provisions of this Chapter and full enjoyment of rights herein established. Before filing a civil action with respect to a violation of this Chapter, the City Manager shall notify the offending occupant/resident, owner, operating licensee or other party designated to receive notices and service of process on behalf of such owner or licensee requesting compliance.

17-9: Definitions

- A. Code Officer shall mean the officer or code official charged with the enforcement of this code, or their designee.
- B. Director of Planning shall mean the Director of Planning, Building, and Code Enforcement for the City of Albion who is charged with the administration of this code.
- C. Dwelling Unit shall mean a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.
- D. Lease shall mean any written or oral agreement that sets forth any and all conditions concerning the use and occupancy of rental dwellings or rental units.
- E. Multi-Family Rental Structure shall mean a rental structure containing two or more dwelling units or a rental structure divided into three or more single-family rental structures.
- F. Rental Structure shall mean any structure, building or other facility designed, used and/or intended to be used as a home, residence or sleeping unit except owner-occupied single-family residential structures. This definition includes, but is not limited to, single, two-family, and multi-family rental structures, rental dwelling units, apartment units, boarding houses, and rooming units, (except owner-occupied single-family residential structures)
- G. Single-Family Rental Structure shall mean a rental structure intended for occupancy by an individual or group of individuals related by blood, marriage, adoption, foster relationship, or other legal relationship, with a maximum of not more than three (3) additional unrelated persons.
- H. Two-Family Rental Structure shall mean a rental structure containing two dwelling units or a rental structure divided into two single family rental structures.

Section 2: Validity and Severability. The provisions of this Ordinance are severable and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

This Ordinance shall take effect Month / Day / Year after publication.

First Reading:
Month / Day / Year

Ayes _____
Nays _____
Absent _____

Second Reading & Adoption:
Month / Day / Year

Ayes _____
Nays _____
Absent _____

Jill Domingo,
City Clerk

David Atchison,
Mayor

RESIDENTIAL RENTAL PROPERTY PERMIT QUESTIONS AND ANSWERS PER 2015 MICHIGAN RESIDENTIAL CODE
(Pending any code change)

TYPE OF WORK	PERMIT REQUIRED	WHO CAN PERFORM WORK	COMMENT
STRUCTURAL			
Framing	Yes	Owner or Lic. Contractor	
Roofing	Yes	Owner or Lic. Contractor	
Siding	Yes	Owner or Lic. Contractor	
Window's	No	N/A	Unless size of opening is change <i>(Pending any code change)</i>
Door's	No	N/A	
Drywall	Yes	Owner or Lic. Contractor	Unless it is a repair less than 32 sq. ft. or veneer covering
Painting	No	N/A	
Cabinet's	No	N/A	
CONCRETE / MORTER			
Laying or replacement of block/brick	Yes	Owner or Lic. Contractor	
Flat work - sidewalk, driveway, curb	No	NOTE →	Driveway approach and/or curb require city permit
ELECTRICAL			
Replacement of switch	No	N/A	
Replacement of recepticle	No	N/A	
Lighting fixtures	No	N/A	
Ceiling fans	No	N/A	
Vent fan replacement without alteration	No	N/A	
Electric water heater element replacement	No	N/A	
Wiring - repair	Yes	Licensed Contractor	
Wiring - new circuits	Yes	Licensed Contractor	
Cirect braker replacement only	No	N/A	Alteration or relocation requires permit & Lic. Contractor
Electric water heater replacement/change out	Yes	Licensed Contractor	
MECHANICAL			
Furnace repair	No	N/A	Unless gas piping or venting are altered - permit required
Furnace change out	Yes	Licensed Contractor	

TYPE OF WORK	PERMIT REQUIRED	WHO CAN PERFORM WORK	COMMENT
Gas water heater repair	No	N/A	Unless gas piping or venting are altered - permit required
Gas water heater change out	Yes	Licensed Contractor	
Gas water heater power vent replacement	Yes	Licensed Contractor	
PLUMBING			
Water heater replacement/change out- electric	Yes	Licensed Contractor	
Water heater replacement / change out - gas	Yes	Licensed Contractor	
Water fixture repair	No	N/A	
Water fixture replacement with alteration	Yes	Licensed Contractor	
Toilet replacement without alteration to plumb.	No	N/A	
Sink replacement without alteration to plumb.	Yes	Licensed Contractor	
Tub replacement without alteration to plumb.	Yes	Licensed Contractor	
Water line leak repair without line or fitting replacement / alteration	No	N/A	
Gas line leak repair without line or fitting replacement / alteration	Yes	Licensed Contractor	NOTE: 10 ft. or 6 fitting exceptoin to gas piping only applies to relocation or changout of gas meter or regulator on exterior of dwelling
Water heater drop tube from presure relief valve	No	N/A	
Water softner installation	Yes	Licensed Contractor	
CITY WATER & SEWER			
City water supply line leak repair between city shut off valve and structure.	Yes	Owner or Lic. Contractor	
City water supply line replacement between city shut off valve and structure.	Yes	Owner or Lic. Contractor	
City sewer line leak repair between city hook-up and structure.	Yes	Owner or Lic. Contractor	
City sewer line replacement between city hook-up and structure.	Yes	Owner or Lic. Contractor	

Address: _____

Apt. # _____

Inspector: _____

Living Room

Pass /Fail

Comment

Living Room	Pass /Fail	Comment
Smoke Alarm?		
Minimum living area of 120 sq. ft. 6 or more occupants 150 sq. ft. minimum		
Minimum room width of 7 ft.?		
Minimum ceiling height of 7 ft.?		
Minimum of two working electric outlets?		
Working electric light fixture?		
Electrical Hazardous Exposed wiring, water, flammables, missing cover plates, flexible cords used as permanent wiring, extension cord hazards?		
Floor Condition free from hazardous defects?		
Ceiling Condition free from hazardous defects?		
Wall Condition free from hazardous defects?		
Peeling Paint?		
Window Condition Openable window? Openable area not less than 45%? Free of signs of severe deterioration or missing or broken out panes/glazing? Security?		
Ingress/Egress Door to outside Condition / seals? Security?		
Other		

Check List Example

Address: _____

Apt. # _____

Inspector: _____

Bathrooms and toilet rooms

Pass/Fail

Comment

Bathrooms and toilet rooms	Pass/Fail	Comment
Ventilation Required Operational window for fresh air or mechanical ventalation, air exhausted outdoors? Condition? Window security?		
Fixtures Sink / condition? Shower / condition? Tub / condition? Toilet / condition? "P" traps? Leaks?		
Potable Water Hot water - minimum temperature 110°F? Cold water?		
Electrical Working electric light fixture? Electrical outlet? GFI? Electrical hazards?		
Floor Condition Free from hazardous defects?		
Ceiling Condition Free from hazardous defects?		
Wall Condition Free from hazardous defects:		
Minimum ceiling height of 7 ft.?		
Door / condition?		
Peeling Paint?		
Other		

Check List
Example

ADDITIONAL EXAMPLES

Cold Weather Heat Supply

heating facility capable of maintaining 68°F in all habitable rooms, bathrooms and toilet rooms. Measured 3ft. above floor and 2 ft. from exterior wall.

Sloped Ceiling - over all or part of the room, with a minimum clear ceiling height of 7 ft. over not less than one-third of the required minimum floor area.

Common Hallway & Stairways

Required to be lighted with not less than a 60-watt standard incandescent light bulb for each 200 sq. ft..

Clothes Dryer Exhaust

Clothes dryer exhaust shall be independent of all other systems and vented outside of structure.
Exception: Listed and labeled condensing (ductless) clothes dryers.

Handrails & Guardrails

- Exterior & interior flight off stairs with more than four risers shall have a handrail.
- Open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches above the floor or grade below shall have guards.
- Handrails shall be not less than 30 inches in height or more than 42 inches in height measured vertically above the nosing of the tread or finished floor of landing or walking surface.
- Guards shall be not less than 30 inches in height above the landing, balcony, porch, deck, or ramp or other walking surfaces.

RISING TIDE: RENTAL INSPECTION SURVEY

September 2017



Rental Demand

- Demand for rental units is increasing despite population decline in PRT communities
- Nationally, rental demand is driven by Baby Boomers and Generation X
 - Many millennials still living at home
- 2010s on track to be strongest decade for renter growth ever recorded

Change in Housing Tenure Status

Community	2010	2015	% Change Renter-Occupied
Central Lake	28.4%	33.1%	4.7%
Charlotte	28.7%	42.3%	13.6%
Evart	43.7%	54.5%	10.80%
Grayling	45.6%	55.7%	10.1%
Harrison	39.5%	40.3%	0.8%
Hillsdale	44.5%	49.8%	5.3%
Newberry	28.4%	33.6%	5.2%
Paw Paw	50.3%	60.4%	10.1%
River Rouge	44.7%	42.9%	-1.80%
Ishpeming	25.0%	26.9%	0.07%

Cost-Burden: Renters vs. Homeowners

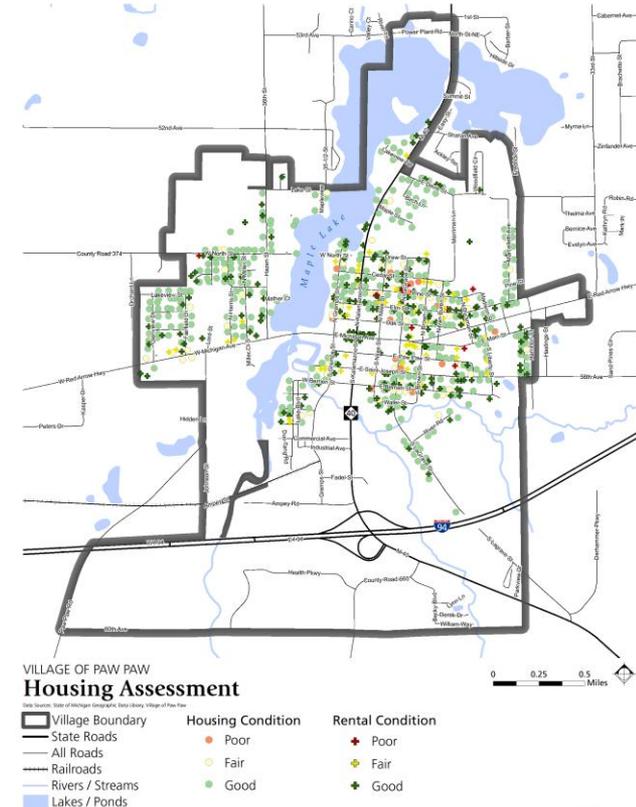
- Cost burdened: 30% or more of household income is spent on housing costs, per month
- Renters are considerably more likely to be cost-burdened
- Are renters paying more of their income for an inferior product?

Percentage of Cost-burdened Renters and Homeowners

Community	Renter	Homeowner	Difference
Central Lake	37.4%	23.5%	13.9%
Charlotte	46.9%	19.9%	27.0%
Ewart	59.2%	49.1%	10.1%
Grayling	47.9%	33.9%	14.0%
Harrison	58.0%	41.1%	16.9%
Hillsdale	46.4%	27.1%	19.3%
Newberry	53.8%	26.6%	27.2%
Paw Paw	48.0%	31.2%	16.8%
Sandusky	67.7%	33.4%	36.9%
River Rouge	44.8%	30.8%	11.4%

Substandard Housing

- National Center for Healthy Housing finds that exterior condition is a strong indicator for interior conditions
 - ▣ Poor exterior (sagging roof) leads to interior problems (leaks, rodents, cracks)
- Paw Paw Housing Assessment
 - ▣ 82% of owner-occupied properties were considered in “good” condition compared to 72% for renter-occupied units
 - Difference of 142 structures



Housing Checklist Example

Housing Feature	Type of Repair Needed	
	Major Repair	Minor Repair
Building frame/structure	Building is not straight; structure leans	Building is not leaning; missing material
Roof/chimney/gutters	A lot of deterioration, holes in roof, sagging	Minor deterioration, some mortar missing, gutters need repair
Window/doors	Windows or door missing, door rotted	Window frames need to be replaced, peeling paint
Siding/paint	Bricks missing, wood siding is rotted	Some peeling or cracking paint
Porch	Significant deterioration, steps missing, porch sagging	Separation of the porch from building, paint needed

Substandard Housing

- Common theme among PRT communities from stakeholder interviews (2016)
 - ▣ 6 of the 10 PRT communities identified lack of quality housing stock
- Evert Housing Survey
 - ▣ 74% feel rental housing options are unattractive to perspective renters
 - ▣ “run down housing with exorbitant rental rates”
 - 28 open responses supported this claim





Rental Housing Inspection Survey

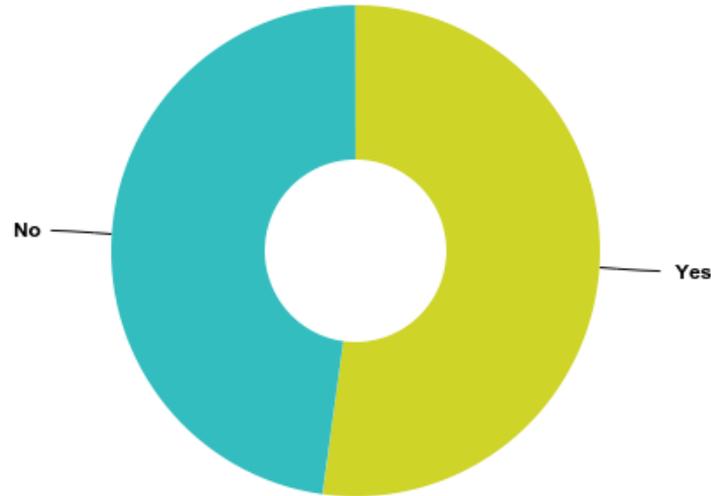
The survey was sent out to a listserv of city managers throughout the state. The following slides are their responses.

Q1: How many rental units does your community have?

- N=23 (Village and City Managers responses)
- Average: 1,880 units
- Range: 12 units upwards to 10,000 units

Q2: Do you have a rental inspection program?

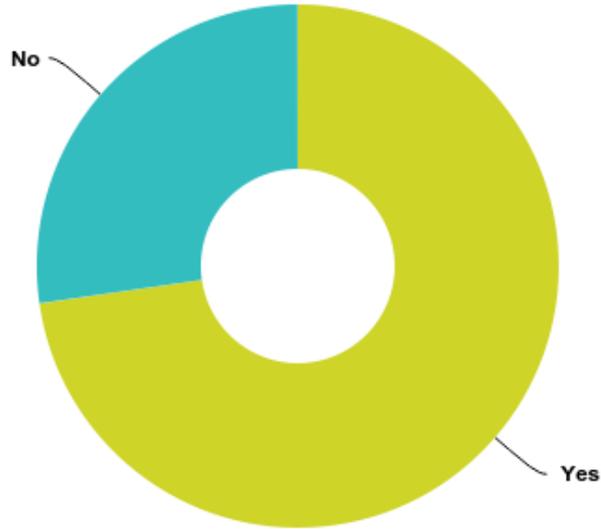
Answered: 23 Skipped: 0



- N=23
- 52.2% Yes
- 47.8% No

Q3: Have you considered a rental inspection program?

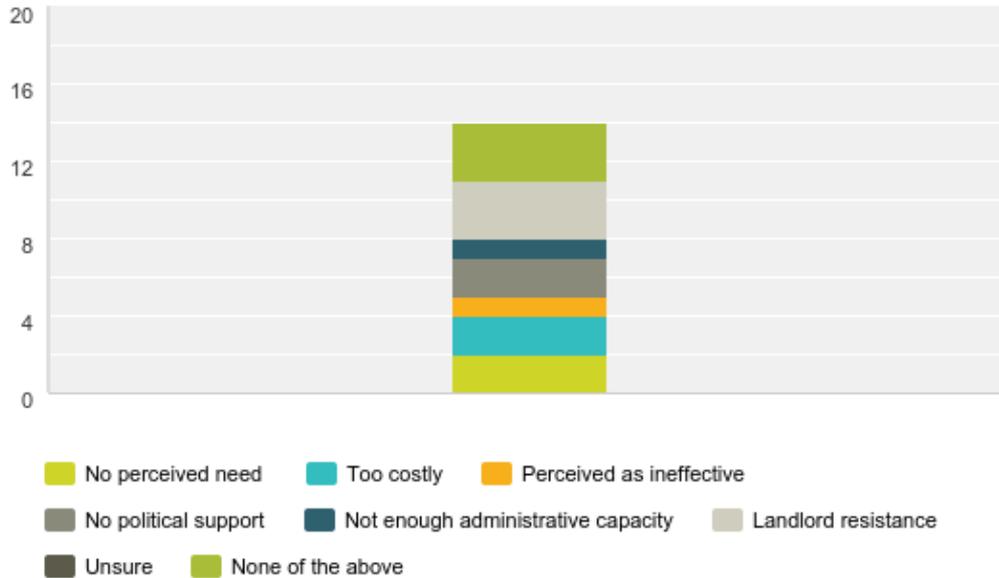
Answered: 11 Skipped: 12



- N=11
- Yes (72.7%)
- No (27.3%)

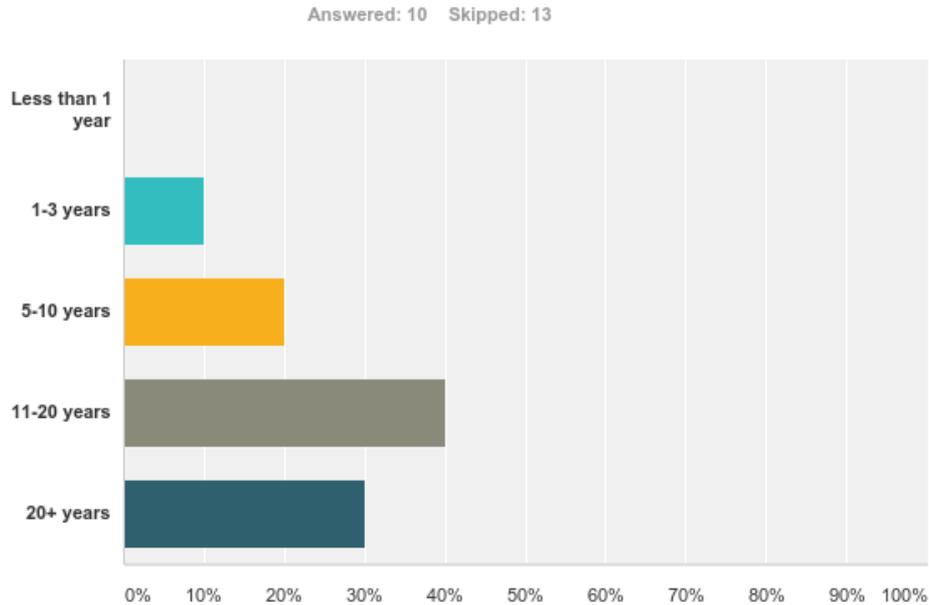
Q4: What are the reasons you decided against a rental inspection program?

Answered: 8 Skipped: 15



- N=8
- Landlord resistance (37.5%)
- None of the above
 - ▣ Cost vs. benefit
 - ▣ Intrusive
 - ▣ Lack of enforcement

Q5: How long has the rental inspection been in place?

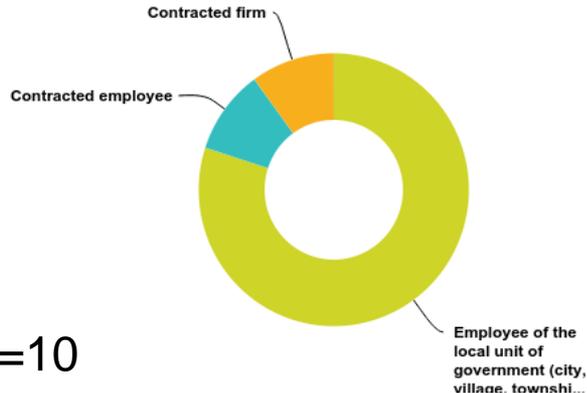


- N=10
- 1-3 years (10%)
- 5-10 years (20%)
- 11-20 year (40%)
- 20+ years (30%)

Q6&7: Rental Inspection Administration and Execution

Q6: Who administers the rental inspections?

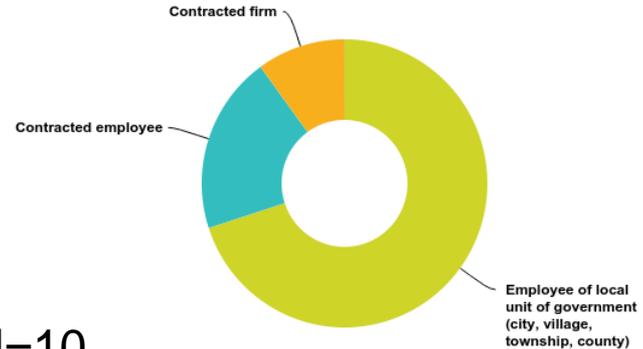
Answered: 10 Skipped: 13



- N=10
- Employee of local unit of government (80%)

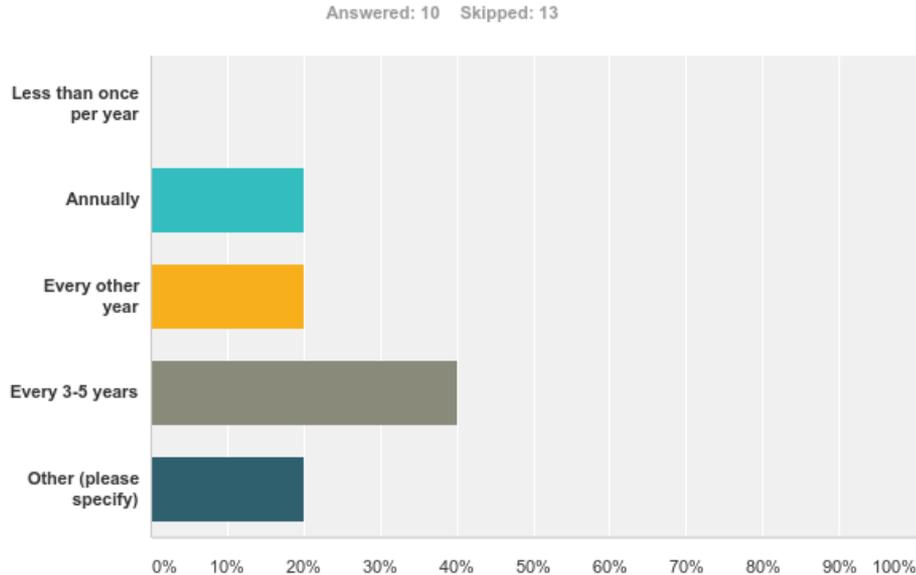
Q7: Who performs the rental inspections?

Answered: 10 Skipped: 13



- N=10
- Employee of local unit of government (70%)

Q8: How often do the rental inspections occur?



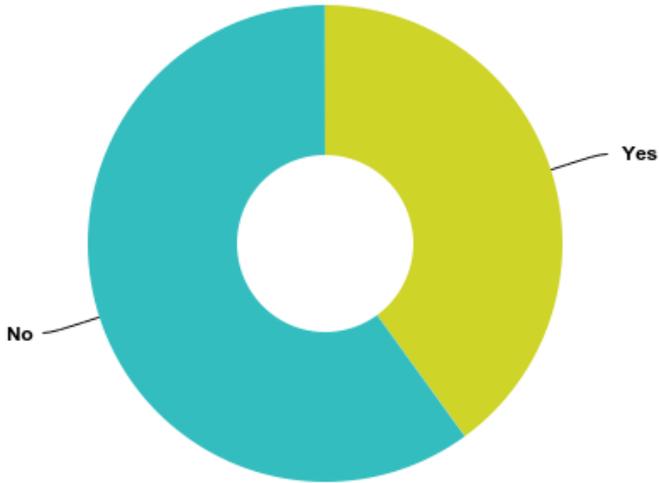
- N=10
- Every 3-5 years (40%)
- Other (20%)
 - ▣ Depends on performance

Q9: What is the cost to the landlord for the inspection?

- Cost variation
 - More for single-family homes
 - Bulk discount
 - Cost depends on inspection performance
- N=10
- Average cost \$68.50
- Range \$10-\$150

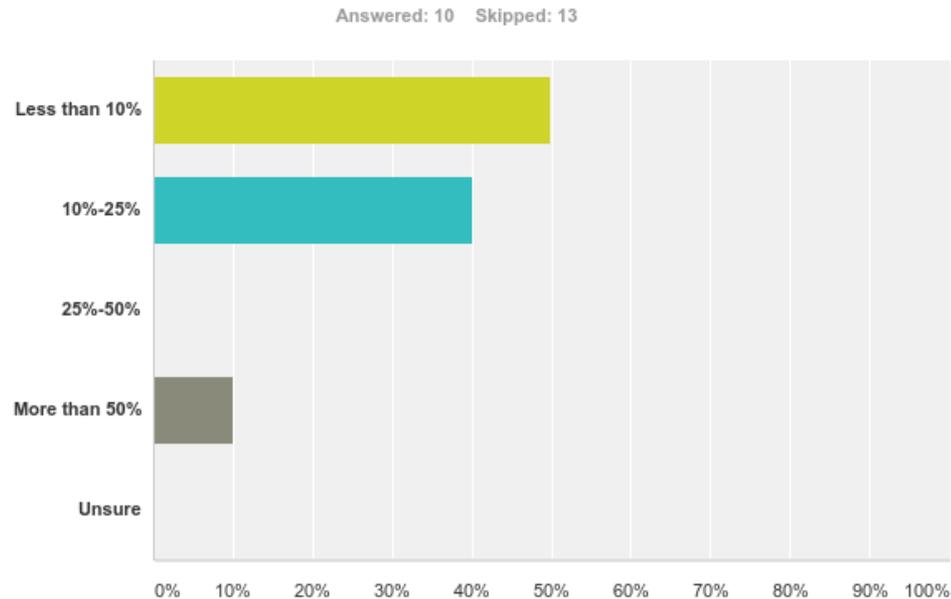
Q10: Does this fee offset the cost of the program?

Answered: 10 Skipped: 13



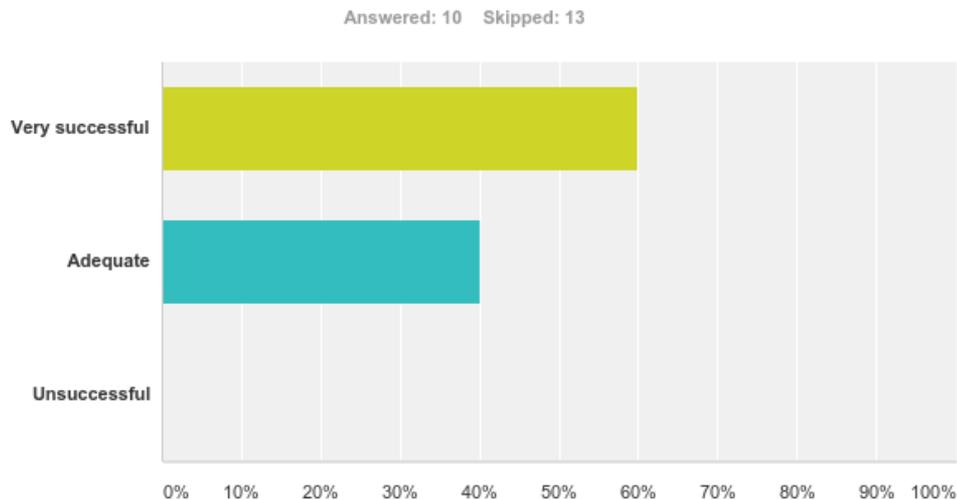
- N=10
- No (60%)

Q11: What percentage of rental inspections results in a citation to the landlord per year?



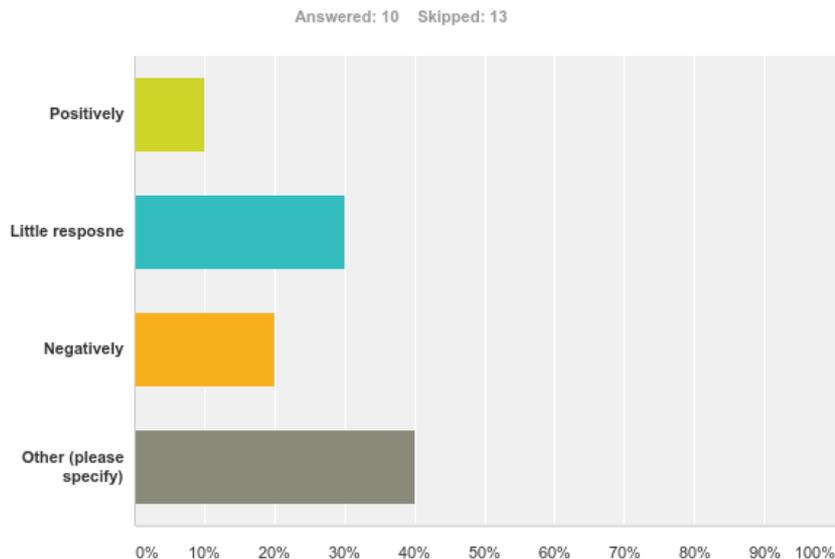
- N=10
- Half of the respondents said that less than 10% of inspections result in a citation.

Q12: How successful do you feel the rental inspection program has been?



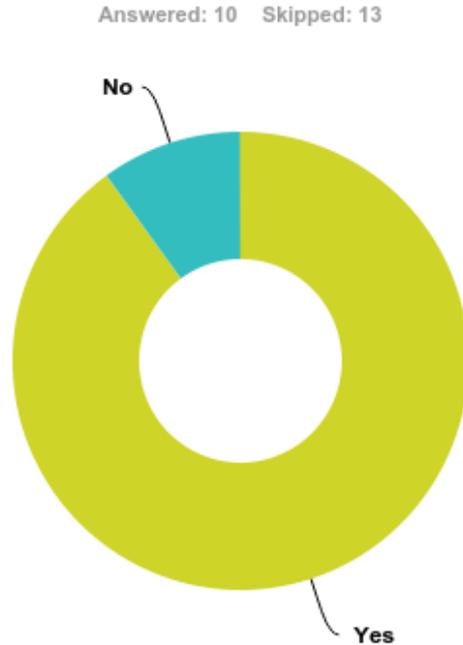
- N=10
- Very successful (60%)
- No respondent felt it was unsuccessful.

Q13: How have landlords responded to a rental inspection program?



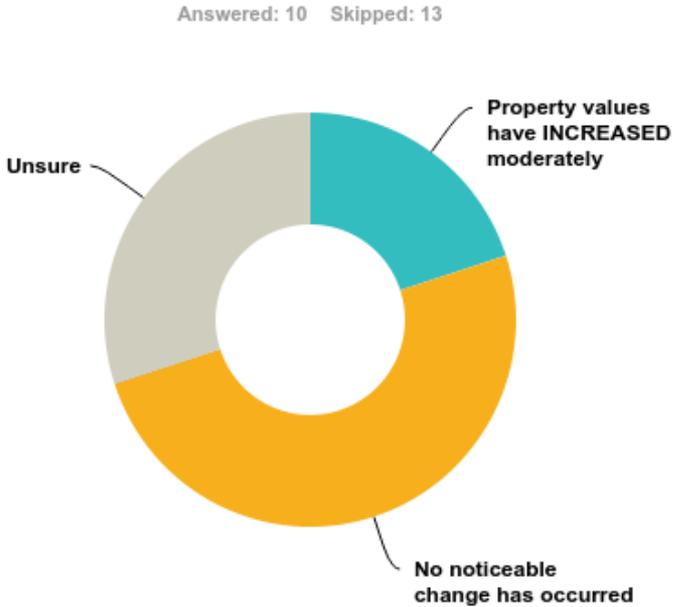
- N=10
- Other (40%)
 - ▣ Mixed response
 - ▣ Views have softened over time
 - ▣ Some believe it should not be run by the city

Q14: Do you consider rental inspections a viable tool for neighborhood revitalization?



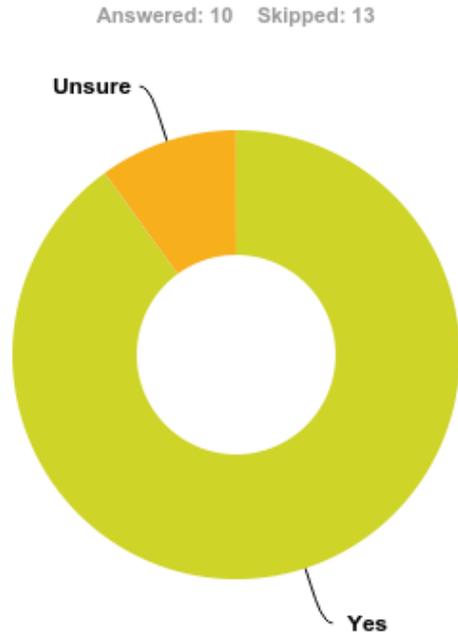
- N=10
- Overwhelming yes (90%)

Q15. Since implementing the inspection process, have you noticed a difference in property valuation?



- N=10
- No noticeable change has occurred (50%)
- Moderate increase (20%)

Q16: Do you feel the rental inspection program has become more successful over time?



- N=10
- Yes (90%)
- No respondent said “no.”



Case Studies

The following section discusses examples of funding and implementation strategies.

Typical Rental Inspection Process

Update zoning code to include a rental inspection program



Register all rental units within the city limits



Provide an inspection notice to landlords



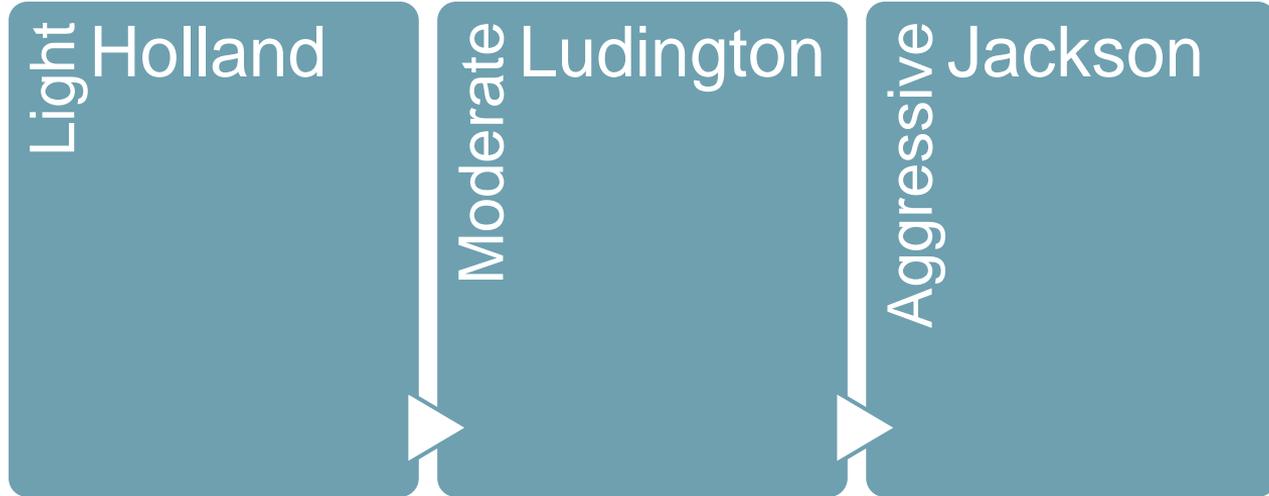
Conduct inspection and provide documentation on violations



Provide landlord reasonable time to make repairs

Case Studies

“Those who bark the loudest have the worst units.”



Rental Inspection Comparison

	Holland	Ludington	Jackson
Frequency of Inspection	Every 3-6 years	Every 3 years	Every 2 years
Depth of inspection	Every unit	Randomly inspect 50% of units if there are 6 or more units on a single parcel	Every unit
Initial inspection fee	No charge	\$50	\$175
Incurring fees	Annual rental registration fee, re-inspection fees, late charges	Non-registration fee, additional inspections, minor issues are waived if photo evidence is provided	Registration, application, inspections, late charges
# Inspectors/population	3 Full –time inspectors /33,526 people	1 part-time inspector /8,055 people	7 Full-time inspectors/33,255 people
Time given to landlord to correct violations	30 days or longer if landlord is making progress	30 days -3 years (for certain repairs)	90 days
Recourse	Misdemeanor, civil infraction ticket, placarded property	Civil infraction	Administrative Hearings Bureau: infractions and search warrants

Effects of Rental Inspection

Before



After



Effects of Rental Inspection

Before



After



Creative Cost Solutions

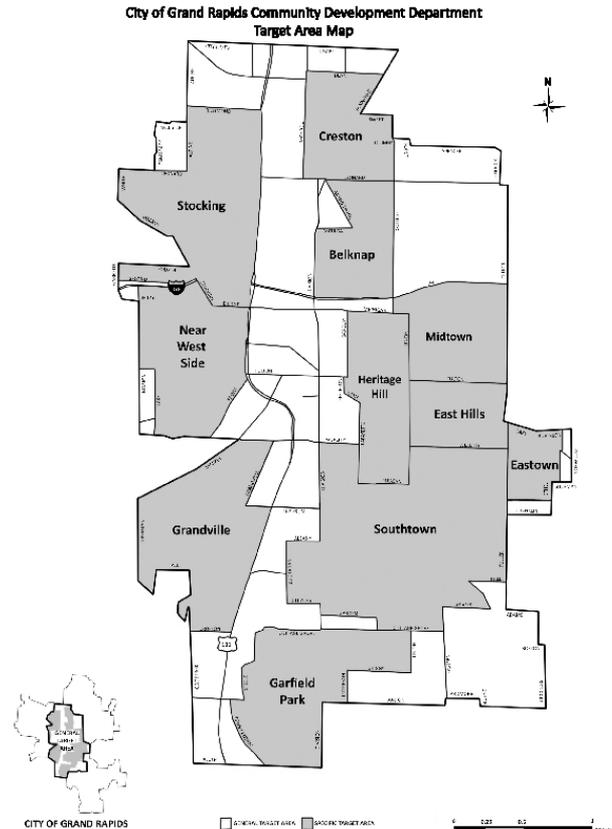
- CDBG funds for target areas
- Self-certification
- Random search for multi-family units
- Point system to track violations



A Guide to Proactive Rental
Inspection Programs

Creative Cost Solutions: CDBG Target Areas

- Example of CDBG funds at work (Grand Rapids)
- City is divided into Specific Target Areas that receive a range of services including “concentrated code enforcement” and “housing rehabilitation”



Carrot Not Stick

- Approach: rewarding good landlord behavior over punishing bad behavior.
 - ▣ City aids high-performing landlord's marketing efforts for rental properties
 - ▣ Performance-based inspections



Transparency: Fee Schedule

Task	Fee
Initial registration	\$15/unit
Renewal registration	\$10/unit (per 2-6 years)
Transfer of ownership	\$10/unit
Initial inspection	\$50/unit
Subsequent inspections	\$50/unit
Failure to register	\$500/unit
Construction Board of	\$200/unit

- Allow public access to clearly-state fee structure
- Fees will depend on number of units and number of inspectors

Transparency: Housing Inspection Checklist

- Guide for inspection for landlords to review beforehand to prepare for inspection
- ▣ Not a complete list of violations

City of Holland ~ Housing Inspection Checklist

Use this checklist, as a guide, to prepare for your housing inspection.

Inside & Outside:

- Street numbers must be 4 inches tall and visible from the road.
- Siding – check for peeling paint, broken boards, missing corner pieces.
- Window & Door Trim / Frames - check for peeling paint, deteriorated frames, broken boards.
- Make sure all steps, decks and landings are in good condition and safe to use.
- Grasable handrails are required on all sets of stairs with 5 or more steps (including the step into the house).
- Protective guardrails are required on porches, balconies and stairs more than 30 inches above the ground. Guardrails must be secure, in good condition, 30 – 38 inches tall and spaced so a 4 inch sphere cannot fit through.
- Storage of garbage, rubbish, unused household materials.
- Repair broken fences.
- Replace cracked / broken window panes. House windows must be glass. Basement windows may be plexi-glass. No boards over windows.
- Patch cracks and holes in the foundation.
- Driveways & sidewalks in good condition with no holes or trip hazards.
- All exterior doors must have a deadbolt lock.
- Check for light and air leaks around exterior doors. Install weather-stripping.
- Window screens (on openable windows) & storm doors should be in good condition, with no damage, and working hardware.

Basement / Utility Room:

- Make sure the dryer is vented outside with a metal vent hose.
- The washer must be properly hooked up with an approved standpipe for discharge.
- 100 amp electrical service panel with breakers.
- *Sleeping in the basement is prohibited!*

Throughout the house:

- All ground floor windows have locks.
- Is the bathroom ventilation adequate & working? (Openable window or vent fan.)
- All walls and ceilings are in good condition with no holes, peeling paint, peeling wallpaper.
- All floor coverings are properly installed, and maintained in good condition with no rips, tears or tripping hazards.
- Check for cover plates on outlets, switches and junction boxes.
- Check for ungrounded 3-prong outlets. (Must be grounded, GFI protected or original 2 prong.)
- Closet light fixtures - Incandescent fixtures, 12 inch clearance from any shelf or clothing. Fluorescent fixtures, 6 inch clearance from any shelf or clothing.
- Make sure the hardwired smoke detectors have new batteries, are properly installed and interconnected.
- If you do not have hardwired smoke detectors you must have an electrician obtain a permit to install hardwired, battery backup, interconnected detectors, installed according to the electric code.
- Required duplex outlets: Bedroom, living room, dining room - a minimum of 2 on separate walls. Kitchen - a minimum of 4, with 2 along the counter. Bathroom - duplex GFI adjacent to the sink.

- In a multi family – make sure the fire doors self-close and latch.
- In an older home – make sure the skeleton key locks are removed or disabled. (All doors throughout the house.)
- Interior doors are in good condition with working hardware.
- Check for plumbing leaks at the faucet and trap.
- Make sure all drains are working properly.
- Check to make sure the toilet is working properly and secured to the floor.

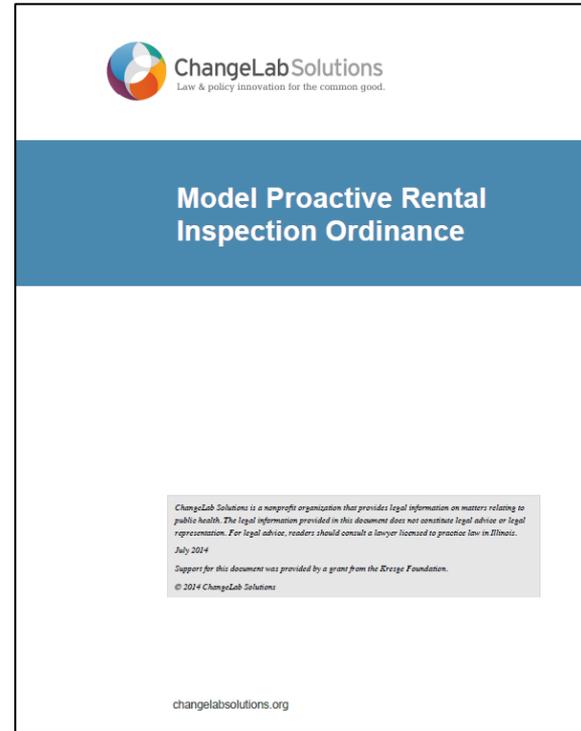
Other:

- Each room must have adequate heat. Portable heaters are not allowed.
- A licensed mechanical contractor must inspect the heating system. Provide a copy of this inspection report (conducted within the past 12 months). (Not required for electric heat pumps & other approved electric heating units.)
- Seven foot minimum ceiling height, 7 foot minimum room width.
- Restrictions on number of occupants. Call for details (616) 355-1330.
- Is the house / apartment clean? Are there insect or rodent problems? Is the yard maintained?
- Did your licensed contractor get a permit and final inspection for the new furnace, water heater, electrical wiring &/or plumbing fixtures?

This list contains commonly found violations. It is not intended to be a comprehensive list of all violations that could occur.
Questions? Contact us at 616-355-1330 or visit our Website at www.cityofholland.com.

Model Ordinance Resource

- There are resources that can cities through the process!





Thank you!



Council Action Summary Sheet

Agenda Item #:	
Agenda Item Title:	<i>Maner Costerisan Audit Engagement Letter</i>
Meeting Date:	2-18-2020
Submitted by:	Tom Mead
Contact Information:	
Agenda Item Approvals:	<input type="checkbox"/> City Clerk <input type="checkbox"/> Finance Director/Treasurer <input type="checkbox"/> City Attorney <input type="checkbox"/> City Manager

Background Brief: Requesting approval of the Engagement Letter from the auditing firm of Maner Costerisan PC for audit services for the fiscal year ended 12-31-2019, at a total cost not to exceed \$34,300. The City has used this same group of auditors for a number of years and has been very satisfied with their work and has developed a sound working relationship with the audit staff. In comparison, the cost for the 12-31-2018 yearend audit was \$32,500. The \$1,800 increase is primarily related to the increased reporting required by the State, which results in increased audit field work. In addition, in years when the City receives significant Federal grant money, as it did during 2019, a Single Audit is required for reporting to the Federal government. The cost for this Single Audit alone is \$3,000.

Alternatives Analysis: The City is required to have an independent audit annually, which must be submitted to the State, and in many cases to the Federal government. Accordingly, there are no alternatives to having the audit work performed. The City could have requested proposals from other auditing firms if the process had been initiated several months ago. However, at this point it would be too late to obtain alternate proposals and still have the audit work completed by the 6-30-2020 deadline.

Summary of Previous Council Action: Council has approved the Engagement Letter from Maner Costerisan PC for the past several years.

Financial Impact: \$35,000 has been budgeted in the 2020 budget for this audit work. No additional budget adjustment action is required.



Recommended Motion(s): To approve the Engagement Letter from Maner Costerisan PC dated January 3, 2020, as presented to perform and report the annual audit of the City of Albion's financial records for the fiscal year ending December 31, 2019, at a cost not to exceed \$34,300.00 and authorize the Finance Director/Treasurer to execute all necessary documents on behalf of the city relating to the engagement letter and the auditing services provided thereunder.

Attachments: Please see a copy of the Engagement Letter attached.

January 3, 2020

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

We are pleased to confirm our understanding of the services we are to provide the City of Albion for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Albion as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Albion's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Albion's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Required supplementary pension disclosures
4. Required supplementary other post-employment benefit disclosures

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Albion's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards
2. Combining statements for non-major funds
3. Combining statements for fiduciary funds

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion, (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*; issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of Albion. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings, if any, should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We have advised you of the limitations of our audit regarding the detection of fraud and possible effect on the financial statements (including misappropriation of cash or other assets). We have offered to perform, as a separate engagement, extended procedures specifically designed to detect fraud and you have declined to engage us to do so at this time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform test of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Albion's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of Federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Albion's major programs. The purpose of these procedures will be to express an opinion on the City of Albion's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period.

We will provide copies of our reports; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Maner Costerisan and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available to a cognizant, oversight agency for audit or pass-through entity or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maner Costerisan personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date is issued or for any additional period requested by a cognizant, oversight agency for audit or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in late March and issue our reports no later than June 30th each year. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs such as report reproduction, word processing, postage, travel, copies, telephone, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. The fees are detailed as follows:

<u>Year Ended December 31,</u>	<u>Financial Audit</u>	<u>Single Audit</u>	<u>Preparation of F-65/ Act 51</u>	<u>Total Not-to-Exceed</u>
2019	\$ 30,000	\$ 3,000	\$ 1,300	\$ 34,300

Our proposal is to provide the City with auditing services, rather than accounting services. The audit cost provided above assumes that extensive journal entries to adjust the accounting records (i.e., bookkeeping) will not be required as part of the audit process. If journal entries are required after we are provided with the initial trial balance at year end fieldwork that are necessary to be recorded in order for the financial statements to be fairly presented in accordance with generally accepted principles accounting principles, we propose a per entry fee of \$100. This fee will not be billed if there are less than five entries in a given year.

During the term of this agreement and for a period of one year thereafter, neither party shall directly or indirectly, solicit for employment or for engagement as an independent contractor, or encourage leaving their employment or engagement, any employee or independent contractor of the other party. For the avoidance of doubt, general advertisements for employment and responses thereto, shall not be deemed a violation of the paragraph. The parties agree that any breach of this paragraph would damage the other party in an amount difficult to ascertain with certainty, and that in the event that either party breaches this provision resulting in the other party losing the services of an employee or independent contractor for any period of time, the breaching party shall pay to the other party an amount equal to the annual rate of compensation (paid by the non-breaching party for the immediate prior calendar year) of the applicable employee or independent contractor.

Government Auditing Standards requires that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2017 peer review report accompanies this letter.

If reproduction or publication of financial statements audited by us, or any portion thereof, is intended, it is our policy that any master of printer's proofs be submitted to us for review prior to publication.

William I. Tucker IV, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We will continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary. However, the performance of each audit is a separate and severable engagement. Each separate engagement shall be deemed complete and Maner Costerisan will not have a continuing responsibility to perform additional services with respect to that completed engagement when we present to you the final audit report that relates to any given year.

Our audit report on the financial statements to be issued pursuant to this engagement is for your use. If it is your primary intent that our report will benefit or influence a third-party user, we must be informed prior to the beginning of the annual audit engagement.

Considering our current relationship as an independent member of the BDO Alliance USA, the firm may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within 12 months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

The City of Albion and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client or any other disputes will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the arbitrator pursuant to this agreement may be filed and entered and shall be enforceable in the appropriate court of the county in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to the City of Albion and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Maner Costerisan PC

RESPONSE:

This letter correctly sets forth the understanding of the City of Albion.

By: _____

Title: _____

Date: _____

To: Maner Costerisan

After considering the qualifications of the accounting personnel of the City of Albion, we believe they have the qualifications and abilities to generate financial statements, including the required footnotes, in accordance with accounting principles generally accepted in the United States of America. However, for convenience and other issues, we may contract with you to prepare our financial statements.

Signature: _____

Title: _____

Date: _____

ADDENDUM TO ENGAGEMENT LETTER

As part of the audit engagement, you have requested our assistance with the following services. *Government Auditing Standards* considers these services as “non-attest” or “non-audit” services. Management is required to review, approve and accept responsibility for any non-audit services we may perform.

- Preparation of the financial statements, including the related notes, required and additional supplementary information.
- Calculation of the provision for depreciation.
- Assistance with the preparation and submission of audit financial information required by law or regulations.
- Assistance with, or the preparation of, year-end adjusting journal entries and work papers.

Thomas G. Wieland
David A. Grotkin
Joel A. Joyce
Brian J. Mechenich



Carrie A. Gindt
Patrick G. Hoffert
Jason J. Wrasse
Joshua T. Bierbach

Report on the Firm's System of Quality Control

July 27, 2017

To the Partners of Maner Costerisan PC and
the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Maner Costerisan PC (the firm) in effect for the year ended March 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

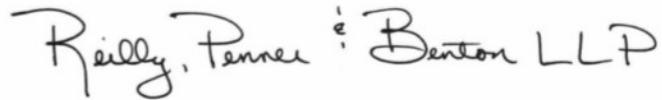
Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, and audits of carrying broker-dealers.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maner Costerisan PC in effect for the year ended March 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Maner Costerisan PC has received a peer review rating of pass.

A handwritten signature in black ink that reads "Reilly, Penner & Benton LLP". The signature is written in a cursive, flowing style.

Reilly, Penner & Benton LLP

SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT (this “**Agreement**”) is executed by **CELLCO PARTNERSHIP**, a Delaware partnership d/b/a Verizon Wireless (the “**Licensee**”), with a business address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, and the **CITY OF ALBION**, a Michigan municipality (the “**Owner**”), whose mailing address is 112 West Cass Street, Albion, Michigan 49224.

Whereas, in order for Licensee to consider the suitability of Owner’s property located at 1000 North Brownswood Drive, in the City of Albion, Calhoun County, Michigan, described in Exhibit A hereto (together with the improvements thereon, collectively called the “**Property**”) as a communications facility, Owner has agreed to grant to Licensee a license to enter the Property to perform the Site Investigations (as hereinafter defined).

Now Therefore, in consideration of the mutual promises, covenants and other consideration set forth in this Agreement, Licensee and Owner agree as follows:

1. Ownership; Grant. Owner hereby represents to Licensee that it is the owner of the Property, with sufficient control over the Property to grant the License (as hereinafter defined), without the approval of any other party. Owner hereby grants to Licensee and its agents, advisors, employees, consultants, representatives and independent contractors, including environmental consultants (collectively, the “**Licensee Representatives**”), a license to conduct the Site Investigations on, in and beneath the Property, including ingress to and from and access under, above and through the Property, all in accordance with the terms and conditions hereinafter provided (“**License**”). This Agreement is not a lease or create in Licensee any interest in the Property or any partnership, joint venture, association or other relationship between Owner and Licensee, other than licensor and licensee.

2. Investigations; Restoration. (a) “Site Investigations” shall mean, at Licensee’s cost: (i) review of environmental, safety and health conditions; (ii) radio tests, including the placing of radio equipment on the Property for necessary periods; (iii) physical, structural and geotechnical testing; (iv) boundary and other surveys; (v) environmental inspection, testing and sampling, including the collection and testing of samples of soil, water, building materials and other substances; and (vi) such other tests, investigations, studies and activities that Licensee or Licensee Representatives reasonably determine to be necessary to assess the Property. Without limiting the generality of the foregoing, Licensee Representatives may drill into the soil, drill through pavement, remove reasonable amounts of soil, and install and sample monitoring wells. Site Investigation shall comply with all applicable laws. Licensee shall use commercially reasonable efforts to minimize the extent and duration of any interference with Owner’s operations on the Property, including scheduling activities to avoid times of peak business activity on the Property.

(b) After completing the Site Investigations, Licensee or Licensee Representatives shall remove their equipment and restore any part of the Property that was affected by the Site Investigations to a condition reasonably similar to the condition of the Property immediately preceding the commencement of the Site Investigations.

3. Advance Notice. Licensee or Licensee Representatives shall give Owner at least 24 hours’ advance notice, either orally (by telephone or in person) or electronic message, of any Site Investigation activity that can reasonably be expected to require invasive activities into the Property’s subsurface.

4. Cooperation. Owner shall reasonably cooperate with the Licensee Representatives regarding the Site Investigations, including: (a) locating buried or concealed utilities, facilities and improvements, and (b) using electrical or utility outlets or connections on the Property. Owner authorizes Licensee or Licensee Representative to obstruct temporarily for a reasonable time access to or use of limited areas of the Property to conduct the Site Investigations.

5. Indemnification. (a) Licensee shall indemnify and hold harmless Owner from and against any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this Agreement by Licensee or Licensee Representatives.

(b) Owner shall indemnify and hold harmless Licensee and Licensee Representatives from and against any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Owner, including any damages or injuries to Licensee Representatives persons and/or property which arise from or relate to any existing hazardous waste, pollutant or hazardous substance presence or release associated with or related to the Property.

(c) The indemnification in this Agreement shall only apply if prompt notice is provided to the indemnifying party. The indemnity is conditioned on the following: (i) the indemnifying party has the opportunity to fully manage any indemnified matter as it deems appropriate (including any required remediation or defense of claims) with employees, agents, contractors, consultants and attorneys of the indemnifying party's choosing, and (ii) the reasonable cooperation of any indemnified party (including the signing of any properly completed forms that will allow for the continued current use of the Property).

(d) The License granted to Licensee and Licensee Representatives under this Agreement shall extend to any repair or restoration work that is indemnified pursuant to this Section.

6. Results. (a) Licensee and Licensee Representatives will provide to Owner copies of test results from the Site Inspections, unless Owner specifically requests in writing, prior to the start of the Site Investigations, not to receive the test results. Licensee Representatives shall split samples with Owner, upon Owner's request, so long as Owner pays for any additional costs incurred thereby by the Licensee Representatives. Owner acknowledges and agrees that: (i) the Site Inspections are performed solely for Licensee's purposes and cannot be relied on by Owner in any way as being accurate or sufficient for any purposes; and (ii) Owner is not authorized to share, provide or make available the results from the Site Inspections to any third party, unless required by law. Licensee may use the results of the Site Investigations as it deems appropriate and may share the results with third parties, including, but not necessarily limited to, attorneys, consultants, contractors, employees and regulators.

(b) Owner acknowledges and agrees that: (i) the Site Investigations undertaken pursuant to this Agreement may create legal duties applicable to Owner, including, without limitation, duties applicable to hazardous or toxic materials, pollution or dangerous conditions that are discovered; and (ii) except to the extent required by law, neither Licensee nor Licensee Representatives have an obligation to report any test results or conditions to any party or entity. If conditions of the Property result in a reporting obligation specific to Licensee or Licensee Representatives, Licensee or Licensee Representative shall, if reasonably possible, notify Owner at least 24 hours prior to making the notification, but in any case within 72 hours after making the notification. Owner agrees that Licensee and Licensee Representatives bear no responsibility for the costs resulting from that reporting or notification and that Licensee shall not become responsible for any conditions that it discovers during the Site Investigations.

(c) Owner acknowledges and agrees that: (i) samples taken during the Site Investigations and other investigation-derived media (i.e., drill cuttings, well purge water) generated by the Site Investigations may require off-site disposal; and (ii) it will execute all waste manifests or other documents required for proper disposal. Owner's obligation to sign any such waste manifests or other documents survives the expiration or termination of this Agreement. The cost of off-site disposal of media will be paid for by Licensee.

7. Termination. This Agreement shall terminate automatically on the earlier of: (a) execution of a lease agreement for any part of the Property between Owner and Licensee, (b) a decision by Licensee in its sole discretion that the Property is unsuitable for Licensee's intended use, or (c) 180 days after the date of this Agreement.

8. Waiver; Modification; Severability. An extension, modification or termination of this Agreement will be valid only if it is in writing and signed by each party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation or responsibility will be valid only if it is evidenced by a writing signed by the party against whom the waiver is sought to be enforced. Whenever possible, each provision of this Agreement should be interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.

9. Assignment; Third Party Beneficiaries. Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights.

10. Legal Matters. The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State where the Property is located and the federal laws of the United States of America.

11. Notices. Except for oral notices specifically authorized in this agreement, notices permitted by this Agreement will be valid only if such notice is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail, and addressed to the recipient's address set forth in the first paragraph of this Agreement. A validly given notice, consent, demand, request or approval will be effective on the earlier of its receipt or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail.

12. Complete Agreement; Survival. This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.

13. Execution and Effectiveness. The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.

<Signature Page to Follow>

Verizon Site Name: 2755 Albion South
Verizon ID No.: 1341407

EXECUTED: _____, 2020

OWNER:
CITY OF ALBION, a Michigan municipality

By: _____

Print Name: _____

Title: _____

EXECUTED: _____, 2020

LICENSEE:
CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: _____

Print Name: _____

Title: _____

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

EXECUTED: _____, 2020

Agreed to and accepted by:

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Land situated in the County of Calhoun, City of Albion, State of Michigan, described as follows:

Lands situated in the South Half of Section 34, Town 2 South, Range 4 West described as: Beginning at the Northeast corner of land formerly owned by Jacob Escher and being between the Michigan Central Railroad and the Kalamazoo River; thence Southerly along the Easterly line of said Escher land to the North bank of the Kalamazoo River; thence Easterly along the North bank of said river to the North line of the Lansing Branch of the Lake Shore and Michigan Southern Railroad; thence Northeasterly along the North line of said Railroad to the West line of Albion Street; thence Northerly along the West line of Albion Street to the South line of the Michigan Central Railroad; thence Westerly along the South line of said Railroad to the place of beginning. Also: Part of the Southwest Quarter, bounded on the North by the Michigan Central Railroad, on the East by Escher, on the South by Kalamazoo River, on the West by Sutton in Section 34, Town 2 South, Range 4 West. Said parcel also described as: Commencing at a 1 inch diameter rod on the Southerly line of Michigan Central right of way, distant 1666.65 feet South 78°08' East from a point on the West line of Section 34, Town 2 South, Range 4 West, distant 919.3 feet South 0°50' West magnetic from West Quarter post of said Section; thence South 73°08' East along Southerly line of said Railroad right of way 1149.80 feet to a 1-1/4 inch iron pipe; thence South 21°40.5' West along wire fence near a row of large willow trees 563.2 feet to a 1 inch pipe; thence North 86°29' West 272.4 feet to a 7/8 inch iron pipe; thence South 76°16' West 380.0 feet to a 1 inch pipe; thence North 48°59' West 324.12 feet to a 1/4 inch pipe; thence North 71°37' West 327.45 feet to a 1 inch pipe in fence; thence North 26°20' East along wire fence 685.65 feet to point of beginning. Also: That part of the following lying South of the Michigan Central Railroad and North of the Kalamazoo River. Commencing in the center of the Marshall and Albion Road where said road crosses the West line of Section 34, Town 2 South, Range 4 West; thence Southeasterly in the center of said road 34 chains 84 links; thence South 4 1/2° West 25 chains 35 links to the North line of the Michigan Central Railroad; thence South 23 1/2° West 12 chains 10 links to the North margin of the Kalamazoo River; thence North 84° West on the North margin of the River 11 chains; thence South 84° West on the North margin of the River 3 chains 54 links; thence North 69° West 5 chains 86 links on the North margin of said River to the West line of Section 34; thence North 2° West on Section line 45 chains 21 links to the place of beginning. Also: Commencing at a point on the Southerly line of the Michigan Central Railroad right of way in the City of Albion, distant 540.75 feet North 73°08' West (magnetic) from a 1/2 inch iron pipe on the Southerly line of said right of way at the West line of Albion Street; thence South 1°44.5' West parallel with Albion Street 412.25 feet to the North meander line of the Kalamazoo River for the place of beginning of this description; thence North 88°39.5' West 610.00 feet to a 1 inch iron pipe on a wire fence line; thence North 21°40.5' East 63.35 feet to a 1/2 inch iron pipe; thence North 86°40.5' East 588 feet; thence South 01°44.5' West 40 feet to the place of beginning. Also: Commencing at a point on the Southerly line of the Michigan Central Railroad right of way at a 1/2 inch iron pipe at the point of intersection of said right of way line with the West line of Albion Street for the place of beginning of this description; thence North 73°08' West 476.75 feet; thence South 01°44.5' West 24 feet; thence South 43°08' East 476.75 feet to the West line of Albion Street; thence North along the West line of Albion Street 24 feet to the place of beginning. Excepting from the above described parcels of land: Beginning 476.75 feet Northwest of the intersection of the Railroad and Albion Street; thence North 73°8' West 999.1 feet; thence South 01°41' West 591.5 feet; thence South 86°40.5' East 964 feet, more or less, to a point 365 feet South 01°44.5' East of the place of beginning; thence North to the place of beginning.

Verizon Site Name: 2755 Albion South
Verizon ID No.: 1341407

Memorandum

To: Albion City Council

From: Cullen Harkness, Albion City Attorney

Cc: Darwin McClary, City Manager

Re: Verizon Site Access Agreement and Lease Agreement

Dated: February 8, 2020

Mayor and Council-

The City of Albion previously authorized the City entering into a lease agreement with Verizon Wireless whereby Verizon would place some of its telecommunications equipment on City property (1000 N. Brownswood Dr.) in exchange for a monetary payment. This agreement was originally approved by the City in 2018. As a result of some internal business changes on Verizon's end, the prior lease agreement was never executed by Verizon and has effectively been stalled until recently. Verizon would like to proceed with entry into a Site Access Agreement, and a Lease Agreement. We are currently in the process of negotiating the language of the new proposed lease agreement which will be brought to the City Council at a future date.

As it relates to the Site Access Agreement, this agreement allows Verizon or Verizon's agents to enter the property to review environmental conditions, radio tests, structural testing, surveys, and any other investigation necessary to determine if the site is suitable for their equipment. Following the site investigations, Verizon will remove the testing and investigation equipment and restore the site as closely as possible to its prior condition.

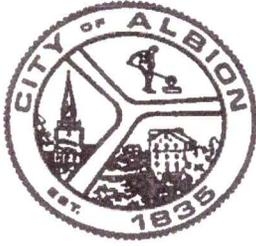
Additionally, Verizon will provide us with copies of any test results from its investigation of the site. There is no cost to the City associated with the execution of this Site Access Agreement and the agreement would expire after 180 days from signing, entry into a lease agreement with Verizon, or Verizon's determination that the site is unsuitable, whichever occurs first.

My office has reviewed the language of the Site Access Agreement and approval is recommended.

Respectfully Submitted:

/s/

Cullen C. Harkness
Albion City Attorney



City of Albion

William L. Rieger Municipal Building
112 West Cass Street • Albion, Michigan 49224
(517) 629-5535 • Fax (517) 629-4168

APPLICATION FOR MEMBERSHIP AND/OR REAPPOINTMENT ON CITY BOARDS OR COMMISSIONS

Mail or Deliver Completed Application to: City of Albion
Dave Atchison, Mayor
112 W. Cass Street
Albion, MI 49224

The information in this Application is requested to assist the Mayor and/or City Council in selecting individuals to serve on City Boards & Commissions. Completion of the Application and Consent and Certification is mandatory for consideration of appointment.

Thank you for your interest in serving on a City of Albion board or commission. The Albion City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City (appointee does not have unpaid water/sewer bills, property taxes, income taxes).
- For most Boards & Commissions, appointee should be a resident of the City.

Name: Ben Wallace
(First) (Middle) (Last)

Home Address: 17301 11.5 mile Rd B.C 49014 Telephone #: 269-275-6044

Place of Employment: Marshall Public Schools

Business Address: 225 E Watson St Telephone #: 517-

E-Mail: bwallace@marshallpublicschools.org Fax: _____

Title/Type of Work: Principal / Director

Length of Residence in City: _____ Own/Rent: _____ US Citizen: Y N

Educational Background: MBA, Educational Leadership, Business Management

Community Activities: Fest of focus, Chamber activities

List Board or Commission on which you are interested in serving (see attached descriptions):

- 1) ECDE / Workforce Development
- 3) _____ 4) _____

Additional information on experience, qualifications, etc.:

MBA, 25+ years of public service @ all levels (state, County, City, Public schools). Exp building programs that increase opportunities for young people + those under employed.

Please comment briefly on why you wish to serve on a particular board or commission. Be specific as to your goals and ideas regarding how you wish to contribute to the work of the board or commission:

Expand workforce development programs to Albion. Network w/ stakeholders to identify gaps + opportunities for job or skills training

Relationship to City Officials/Department Heads: Are you, your spouse, or other close family members related to any City Officials or Department Heads? If yes, please explain: NO

Business relationship: Do you, your spouse, or any close family member currently have a business relationship with the City of Albion? If yes, please explain: NO

Convictions: Have you ever been convicted of any criminal violation? Have you ever been convicted of a felony while holding public office or public employment? If yes, please explain: NO

REFERENCES:

- Name: Merrilyn McMiller Relationship: Co-worker
- Telephone #: 1-517-392-8387
- Name: Larry Williams Relationship: Friend
- Telephone #: 517-630-1369

The following information and consent is necessary in order to conduct a proper review of your application for appointment. This information will be kept confidential.

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations to the City of Albion Office of the City Manager.

I hereby authorize the City of Albion to verify all the information I have provided on my application. I also agree to execute any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I release the City of Albion and agencies who have released information from all liability arising from information given or received.

I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge. I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from the eligible list or my immediate removal should such falsifications or misrepresentation be discovered after I am sworn in to any Board or Commission.

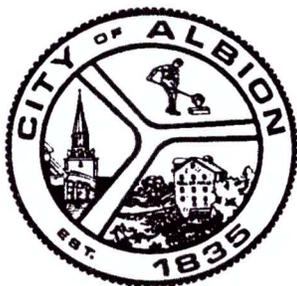
I, B. Hill, certify that the information provided
(Please Print)

in this application is, to the best of my knowledge, true and accurate.

Date of Birth: 3/22/1976

Signature: B. Hill Date: 1/22/2020

It is the policy of the City of Albion to exercise its police power in order to ensure public safety, public health, and a person's general welfare. It is the intent of the City of Albion that no individual be denied equal protection of the laws, nor shall an individual be denied the enjoyment of his or her civil rights or be discriminated against because of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation or weight.



City of Albion

William L. Rieger Municipal Building
112 West Cass Street • Albion, Michigan
49224
(517) 629-5535 • Fax (517) 629-4168

APPLICATION FOR MEMBERSHIP AND/OR REAPPOINTMENT ON CITY BOARDS OR COMMISSIONS

Mail or Deliver Completed Application to: City Clerk
City of Albion
112 W. Cass Street
Albion, MI 49224

The information in this Application is requested to assist the Mayor and/or City Council in selecting individuals to serve on City Boards & Commissions. Completion of the Application and Consent and Certification is mandatory for consideration of appointment.

Thank you for your interest in serving on a City of Albion board or commission. The Albion City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City (appointee does not have unpaid water/sewer bills, property taxes, income taxes).
- For most Boards & Commissions, appointee should be a resident of the City.

Name: Paul R. Koehn
(First) (Middle) (Last)

Home Address: 712 Orchard Dr. Telephone #: 517 629-5840

Place of Employment: St. Paul Lutheran Church

Business Address: 100 Luther Blvd. Telephone #: 517 629-8379

E-Mail: pastor@stpaulalbion.org Fax: 517 629-8342

Title/Type of Work: Pastor - human relations!

Length of Residence in City: 6 months Own/Rent: church provided US Citizen: Y N

Educational Background: B.A. from Concordia, Ann Arbor
M.Div. from Concordia Seminary, St. Louis, MO

Community Activities: Albion Ministerial Association, NAACP, South Central Officials Association

List Board or Commission on which you are interested in serving (see detailed descriptions on the City of Albion website):

- 1) Parks & Recreation 2) _____
- 3) _____ 4) _____

Additional information on experience, qualifications, etc.:

Basketball coach and referee, networking with people of the community, love for and interest in Albion rising!

Please comment briefly on why you wish to serve on a particular board or commission. Be specific as to your goals and ideas regarding how you wish to contribute to the work of the board or commission:

I have been involved in sports at various levels and capacities nearly all my life and recognize their potential to be wholesome, positive, constructive influences in the lives of people, especially youth.

Relationship to City Officials/Department Heads: Are you, your spouse, or other close family members related to any City Officials or Department Heads? If yes, please explain: No

Business relationship: Do you, your spouse, or any close family member currently have a business relationship with the City of Albion? If yes, please explain: No

Convictions: Have you ever been convicted of any criminal violation? Have you ever been convicted of a felony while holding public office or public employment? If yes, please explain: "Yes" to first

question; "no" to the second. Charged with resisting arrest and criminal trespassing in regard to Pro-Life activity - I dare say, biased and trumped up charges! But it turned good!

REFERENCES:

Name: Dale Duff Relationship: Parishoner and friend

Telephone #: 517 554-1760

Name: Stephen Williams Relationship: friend and fellow pastor

Telephone #: 517 629-4946 cell 974-2576

The following information and consent is necessary in order to conduct a proper review of your application for appointment. This information will be kept confidential.

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations to the City of Albion Office of the City Manager.

I hereby authorize the City of Albion to verify all the information I have provided on my application. I also agree to execute any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I release the City of Albion and agencies who have released information from all liability arising from information given or received.

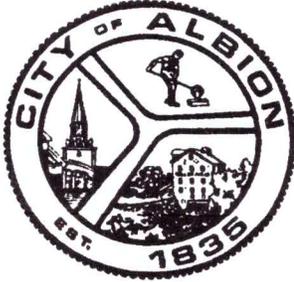
I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge. I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from the eligible list or my immediate removal should such falsifications or misrepresentation be discovered after I am sworn in to any Board or Commission.

I, Paul R. Koehn, certify that the information provided
(Please Print)

in this application is, to the best of my knowledge, true and accurate.

Date of Birth: 1-10-1959

Signature: Paul R. Koehn Date: 12-16-19



City of Albion

William L. Rieger Municipal Building
112 West Cass Street • Albion, Michigan 49224
(517) 629-5535 • Fax (517) 629-4168

APPLICATION FOR MEMBERSHIP AND/OR REAPPOINTMENT ON CITY BOARDS OR COMMISSIONS

Mail or Deliver Completed Application to: City Clerk
City of Albion
112 W. Cass Street
Albion, MI 49224

The information in this Application is requested to assist the Mayor and/or City Council in selecting individuals to serve on City Boards & Commissions. Completion of the Application and Consent and Certification is mandatory for consideration of appointment.

Thank you for your interest in serving on a City of Albion board or commission. The Albion City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City (appointee does not have unpaid water/sewer bills, property taxes, income taxes).
- For most Boards & Commissions, appointee should be a resident of the City.

Name: Andrew Nichols French
(First) (Middle) (Last)

Home Address: 702 E. Erie St. Albion Telephone #: 517 414-1138

Place of Employment: retired

Business Address: _____ Telephone #: _____

E-Mail: andrew.french.albion@gmail.com Fax: _____

Title/Type of Work: retired

Length of Residence in City: 22 1/2 yrs Own/Rent: Own US Citizen: Y N

Educational Background: Ph.D. Chemistry, BA. Chemistry,
CFRM-Certificate Fundraising Management

Community Activities: 1st UMC, Former City Council + Mayor Pro-Tem

List Board or Commission on which you are interested in serving (see detailed descriptions on the City of Albion website):

- 1) Sidewalk committee
- 2) Recreation Commission
- 3) ABA
- 4) _____

Additional information on experience, qualifications, etc.:

Former Planning Commissioner
" City Council Member 2010-18
church: Staff Parish Relations Committee

Please comment briefly on why you wish to serve on a particular board or commission. Be specific as to your goals and ideas regarding how you wish to contribute to the work of the board or commission:

want to serve my city in new ways

Relationship to City Officials/Department Heads: Are you, your spouse, or other close family members related to any City Officials or Department Heads? If yes, please explain: _____

No

Business relationship: Do you, your spouse, or any close family member currently have a business relationship with the City of Albion? If yes, please explain: _____

No

Convictions: Have you ever been convicted of any criminal violation? Have you ever been convicted of a felony while holding public office or public employment? If yes, please explain: _____

None

REFERENCES:

Name: Ms. Lena Reid Relationship: Friend/Former Council members
 Telephone #: 517 960-5517
 Name: Rick Lange Relationship: Friend/Church member
248-505-8558

Telephone #: 248-505-8558
Application for Membership

The following information and consent is necessary in order to conduct a proper review of your application for appointment. This information will be kept confidential.

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations to the City of Albion Office of the City Manager.

I hereby authorize the City of Albion to verify all the information I have provided on my application. I also agree to execute any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I release the City of Albion and agencies who have released information from all liability arising from information given or received.

I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge. I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from the eligible list or my immediate removal should such falsifications or misrepresentation be discovered after I am sworn in to any Board or Commission.

I, Andrew N. French, certify that the information provided
(Please Print)

in this application is, to the best of my knowledge, true and accurate.

Date of Birth: 1/5/64

Signature: Andrew N. French Date: 1/29/2020

RESOLUTION #2020-11

To Conditionally Approve Peabody Newgrass Festival for July 18, 2020

Purpose and Finding: The Albion Malleable Brewery has presented a proposal to the City of Albion requesting permission to host a small music festival comprised of bluegrass and Americana bands outside their property on Saturday, July 18, 2020. They are requesting use of the public parking lot west of the buildings of the 400 block of S. Superior St. They are also requesting the closed of a portion of Ash St. for the event. The Brewery would be entirely responsible insuring the event and covering the City, providing for waste disposal and clean up, and complying with local, county, and state regulations for such an event. In order to extend their liquor license for the event to the abutting areas surrounding their building, the brewery must obtain approval of the Michigan Liquor Control Commission (MLCC). The MLCC requires a resolution of approval from the City as part of its consideration of the Malleable's temporary extended license. The brewery is requesting conditional approval from the City, contingent on the brewery's payment of a permit set by the City, providing proof of adequate liability insurance to the City, and proof of a valid MLCC, at least 30 days prior to the event. The City Attorney also recommends, since no application exists at this time, the event be contingent on execution of an indemnification agreement between the City and the brewery.

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

RESOLVED, the City of Albion conditionally approves the Peabody Newgrass Festival for Saturday, July 18, 2020 and further, as the local governing body, approves their application to the Michigan Liquor Control Commission, and approves their serving of beer as part of the event. As part of the event, the Albion Malleable Brewery is authorized to use the Public Parking lot and Ash St. between Clinton St. and Superior St. from 12pm on July 18, 2020 to 12:00am July 19, 2020. The Albion Malleable Brewery shall be responsible for all costs associated with the event including, but not limited to sanitation and cleanup.

BE IT FURTHER RESOLVED, that this approval is contingent on the Albion Malleable Brewery paying the permit fee as set by the Albion City Council, providing proof of adequate liability insurance with the City of Albion listed as an additional insured, providing proof of a license and/or permit from the MLCC at least 30 days prior to the event, and execution of an indemnification agreement with the City.

I hereby certify that the above resolution was adopted on February 18, 2020 in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Clerk

February 18, 2020

FOR INFORMATION ONLY

FROM 12/01/2019 TO 12/31/2019

FUND: 101 202 203 208 226 250 265 275 277 450 452 590 591 661

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 12/01/2019	Total Debits	Total Credits	Ending Balance 12/31/2019
Fund 101	GENERAL FUND				
001.00	CASH	946,376.59	550,404.00	1,218,629.74	278,150.85
002.00	CASH - INCOME TAX ACCOUNT	5,203.11	44,448.01	5,818.56	43,832.56
003.00	CERTIFICATES OF DEPOSIT	100,387.00	0.00	110.00	100,277.00
005.00	HRA ACCOUNT FOR EMPLOYEES	1,434.05	0.00	496.53	937.52
007.00	CASH PARK FENCE	17,666.31	6.20	0.00	17,672.51
	GENERAL FUND	<u>1,071,067.06</u>	<u>594,858.21</u>	<u>1,225,054.83</u>	<u>440,870.44</u>
Fund 202	MAJOR STREETS FUND				
001.00	CASH	213,321.23	64,139.86	34,486.71	242,974.38
Fund 203	LOCAL STREETS FUND				
001.00	CASH	394,665.22	21,874.47	7,345.27	409,194.42
Fund 208	RECREATION FUND				
001.00	CASH	155,112.73	11,286.19	15,514.45	150,884.47
Fund 226	SOLID WASTE FUND				
001.00	CASH	126,224.94	13,140.79	18,485.46	120,880.27
Fund 250	CDBG FUND				
001.01	CDBG FUND CASH	33,588.95	11.78	0.00	33,600.73
Fund 265	DRUG LAW ENFORCEMENT FUND				
001.00	CASH	15,208.87	2.39	8,665.50	6,545.76
Fund 275	ALBION BUILDING AUTHORITY FUND				
001.01	FUND CASH ACCOUNT	208,535.16	1,251.83	4,545.30	205,241.69
Fund 277	ABA SEC 8 MAPLE GROVE				
001.01	FUND CASH ACCOUNT	(33,822.47)	274,562.02	41,695.27	199,044.28
002.00	CASH - CAPITAL PROJECTS RESERV	550,096.86	6,050.74	238,801.00	317,346.60
008.00	CASH-SECURITY DEPOSIT	26,752.99	286.00	0.00	27,038.99
	ABA SEC 8 MAPLE GROVE	<u>543,027.38</u>	<u>280,898.76</u>	<u>280,496.27</u>	<u>543,429.87</u>
Fund 450	STREET IMPROVEMENTS FUND				
001.00	CASH	(132,555.54)	14,476.71	2,170.00	(120,248.83)
Fund 452	MDOT RECONSTRUCTION FUND				
001.00	CASH	(451,763.22)	765,807.76	302,153.58	11,890.96
Fund 590	SEWER FUND				
001.00	CASH	220,228.45	156,437.05	102,077.40	274,588.10
Fund 591	WATER FUND				
001.00	CASH	475,133.25	105,423.05	71,916.08	508,640.22
003.00	CERTIFICATES OF DEPOSIT	150,111.00	0.00	66.00	150,045.00
	WATER FUND	<u>625,244.25</u>	<u>105,423.05</u>	<u>71,982.08</u>	<u>658,685.22</u>
Fund 661	EQUIPMENT POOL FUND				
001.00	CASH	62,277.07	28,154.32	27,633.11	62,798.28
	TOTAL - ALL FUNDS	<u>3,084,182.55</u>	<u>2,057,763.17</u>	<u>2,100,609.96</u>	<u>3,041,335.76</u>

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 12/31/2019
 % Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2018		2019		% BDGT USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 101 - GENERAL FUND						
000 - GENERAL		3,670,410.00	3,684,189.55	3,777,149.36	3,927,663.00	96.17
209 - ASSESSING		76.00	75.50	50.00	10.00	500.00
215 - CLERK		62.00	62.67	315.20	315.00	100.06
260 - FINANCE DEPT AND/OR ABA GENERAL		600.00	817.00	1,717.50	1,680.00	102.23
276 - CEMETERY		87,447.00	89,746.80	53,935.27	48,500.00	111.21
345 - PUBLIC SAFETY		85,173.00	36,163.93	94,856.26	85,930.44	110.39
422 - CODE ENFORCEMENT		93,150.00	97,037.93	112,834.77	117,500.00	96.03
442 - CITY MAINTENANCE		0.00	0.00	59,050.00	74,200.00	79.58
444 - TREE TRIMMING		0.00	0.00	18,226.00	18,226.00	100.00
448 - STREET LIGHTING		0.00	0.00	96,127.00	96,127.00	100.00
758 - ALBION RIVER/BIKE TRAIL		76,319.00	76,318.91	25,000.00	22,700.00	110.13
775 - PARKS		2,400.00	2,390.00	11,694.40	11,694.00	100.00
778 - HOLLAND PARK TRANSFORMATION PROJECT		4,704.00	4,704.16	96.00	0.00	100.00
930 - TRANSFER IN		10,000.00	10,000.00	10,000.00	10,000.00	100.00
TOTAL REVENUES		4,030,341.00	4,001,506.45	4,261,051.76	4,414,545.44	96.52
101 - CITY COUNCIL		54,055.00	40,841.67	29,833.78	44,360.00	67.25
172 - CITY MANAGER		98,480.00	81,391.09	150,051.70	153,353.00	97.85
209 - ASSESSING		48,300.00	45,879.40	44,850.77	47,650.00	94.13
210 - ATTORNEY		110,400.00	113,825.22	140,767.42	141,250.00	99.66
215 - CLERK		129,375.00	129,168.66	110,912.57	122,375.00	90.63
226 - HUMAN RESOURCES		29,579.00	25,642.52	18,566.70	18,587.00	99.89
260 - FINANCE DEPT AND/OR ABA GENERAL		371,682.00	320,111.78	480,332.14	505,065.00	95.10
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		151,370.00	136,844.10	72,718.21	75,040.00	96.91
276 - CEMETERY		172,126.00	153,552.73	157,808.37	173,535.00	90.94
345 - PUBLIC SAFETY		2,110,452.26	2,038,292.18	2,057,437.75	2,131,846.39	96.51
422 - CODE ENFORCEMENT		194,817.00	176,629.64	271,247.57	270,070.00	100.44
442 - CITY MAINTENANCE		64,182.00	48,279.07	132,488.59	136,750.00	96.88
444 - TREE TRIMMING		20,615.00	15,399.10	28,077.94	32,555.00	86.25
447 - ENGINEERING		28,737.00	22,140.42	16,416.29	22,060.00	74.42
448 - STREET LIGHTING		169,500.00	161,667.43	244,352.22	241,127.00	101.34
526 - EPA LANDFILL		8,600.00	9,803.12	24,182.06	21,750.00	111.18
758 - ALBION RIVER/BIKE TRAIL		76,319.00	76,318.91	29,771.71	22,700.00	131.15
775 - PARKS		226,335.00	209,545.17	237,140.20	253,415.00	93.58
778 - HOLLAND PARK TRANSFORMATION PROJECT		4,704.00	47.68	186.68	4,460.00	4.19
895 - GENERAL APPROPRIATION		136,650.00	128,297.34	149,143.72	160,475.00	92.94
TOTAL EXPENDITURES		4,206,278.26	3,933,677.23	4,396,286.39	4,578,423.39	96.02
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		4,030,341.00	4,001,506.45	4,261,051.76	4,414,545.44	96.52
TOTAL EXPENDITURES		4,206,278.26	3,933,677.23	4,396,286.39	4,578,423.39	96.02
NET OF REVENUES & EXPENDITURES		(175,937.26)	67,829.22	(135,234.63)	(163,877.95)	82.52

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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GL NUMBER	DESCRIPTION	2018		2019		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 202 - MAJOR STREETS FUND						
000 - GENERAL		750,327.00	739,779.68	845,335.68	833,449.00	101.43
487 - M-99 TRUNKLINE		133,234.00	62,919.48	51,010.91	55,000.00	92.75
TOTAL REVENUES		883,561.00	802,699.16	896,346.59	888,449.00	100.89
454 - ACT 51 NON-MOTORIZED		0.00	0.00	2,319.20	105,000.00	2.21
461 - MAINTENANCE		417,766.00	364,295.74	312,432.35	350,048.00	89.25
465 - TRAFFIC SERVICES		3,183.00	683.93	711.61	3,073.00	23.16
467 - WINTER MAINTENANCE		53,365.00	31,143.18	28,831.25	49,250.00	58.54
486 - I-94 TRUNKLINE		40,577.00	25,589.29	25,233.53	36,705.00	68.75
487 - M-99 TRUNKLINE		33,587.00	22,723.15	24,350.00	36,552.00	66.62
488 - M-199 TRUNKLINE		19,257.00	12,728.49	10,356.75	19,050.00	54.37
965 - TRANSFER OUT		193,000.00	193,000.00	193,000.00	193,000.00	100.00
TOTAL EXPENDITURES		760,735.00	650,163.78	597,234.69	792,678.00	75.34
Fund 202 - MAJOR STREETS FUND:						
TOTAL REVENUES		883,561.00	802,699.16	896,346.59	888,449.00	100.89
TOTAL EXPENDITURES		760,735.00	650,163.78	597,234.69	792,678.00	75.34
NET OF REVENUES & EXPENDITURES		122,826.00	152,535.38	299,111.90	95,771.00	312.32

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GL NUMBER	DESCRIPTION	2018		2019		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 203 - LOCAL STREETS FUND						
000 - GENERAL		326,819.00	329,660.74	302,008.81	288,395.00	104.72
930 - TRANSFER IN		190,000.00	190,000.00	190,000.00	190,000.00	100.00
TOTAL REVENUES		516,819.00	519,660.74	492,008.81	478,395.00	102.85
461 - MAINTENANCE		376,332.00	340,998.09	361,080.79	427,621.00	84.44
465 - TRAFFIC SERVICES		7,127.00	1,413.30	408.40	6,965.00	5.86
467 - WINTER MAINTENANCE		57,950.00	33,462.90	19,691.22	34,750.00	56.67
965 - TRANSFER OUT		3,000.00	3,000.00	3,000.00	3,000.00	100.00
TOTAL EXPENDITURES		444,409.00	378,874.29	384,180.41	472,336.00	81.34
Fund 203 - LOCAL STREETS FUND:						
TOTAL REVENUES		516,819.00	519,660.74	492,008.81	478,395.00	102.85
TOTAL EXPENDITURES		444,409.00	378,874.29	384,180.41	472,336.00	81.34
NET OF REVENUES & EXPENDITURES		72,410.00	140,786.45	107,828.40	6,059.00	1,779.64

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GL NUMBER	DESCRIPTION	2018		2019		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	AMENDED BUDGET	NORMAL (ABNORMAL)	
Fund 208 - RECREATION FUND						
780 - RECREATION		142,636.00	151,726.04	187,861.00	195,322.39	103.97
TOTAL REVENUES		142,636.00	151,726.04	187,861.00	195,322.39	103.97
780 - RECREATION		153,687.00	138,936.60	177,669.00	173,223.90	97.50
TOTAL EXPENDITURES		153,687.00	138,936.60	177,669.00	173,223.90	97.50
Fund 208 - RECREATION FUND:						
TOTAL REVENUES		142,636.00	151,726.04	187,861.00	195,322.39	103.97
TOTAL EXPENDITURES		153,687.00	138,936.60	177,669.00	173,223.90	97.50
NET OF REVENUES & EXPENDITURES		(11,051.00)	12,789.44	10,192.00	22,098.49	216.82

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GL NUMBER	DESCRIPTION	2018		2019		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 226 - SOLID WASTE FUND						
000 - GENERAL		251,488.00	266,269.81	274,298.15	280,565.00	97.77
TOTAL REVENUES		<u>251,488.00</u>	<u>266,269.81</u>	<u>274,298.15</u>	<u>280,565.00</u>	<u>97.77</u>
523 - LEAF PICKUP		16,205.00	0.00	15,449.43	10,023.00	154.14
524 - TREE DUMP		16,020.00	5,314.50	7,347.69	10,730.00	68.48
528 - SOLID WASTE		145,355.00	122,779.26	124,945.03	151,358.00	82.55
965 - TRANSFER OUT		25,500.00	25,500.00	25,500.00	36,500.00	69.86
TOTAL EXPENDITURES		<u>203,080.00</u>	<u>153,593.76</u>	<u>173,242.15</u>	<u>208,611.00</u>	<u>83.05</u>
Fund 226 - SOLID WASTE FUND:						
TOTAL REVENUES		251,488.00	266,269.81	274,298.15	280,565.00	97.77
TOTAL EXPENDITURES		<u>203,080.00</u>	<u>153,593.76</u>	<u>173,242.15</u>	<u>208,611.00</u>	<u>83.05</u>
NET OF REVENUES & EXPENDITURES		48,408.00	112,676.05	101,056.00	71,954.00	140.45

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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GL NUMBER	DESCRIPTION	2018		2019		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 265 - DRUG LAW ENFORCEMENT FUND						
000 - GENERAL		12,830.00	6,821.15	5,912.58	5,898.84	100.23
400 - FED DRUG LAW ENFOR - REIMBUR		25,000.00	28,884.17	57,120.82	52,551.00	108.70
930 - TRANSFERS IN		0.00	0.00	14,393.43	14,393.00	100.00
TOTAL REVENUES		<u>37,830.00</u>	<u>35,705.32</u>	<u>77,426.83</u>	<u>72,842.84</u>	<u>106.29</u>
333 - DRUG LAW ENFORCEMENT		29,264.00	27,696.09	37,562.92	33,901.48	110.80
400 - FED DRUG LAW ENFOR - REIMBUR		10,982.00	11,377.88	41,051.85	42,801.10	95.91
TOTAL EXPENDITURES		<u>40,246.00</u>	<u>39,073.97</u>	<u>78,614.77</u>	<u>76,702.58</u>	<u>102.49</u>
Fund 265 - DRUG LAW ENFORCEMENT FUND:						
TOTAL REVENUES		37,830.00	35,705.32	77,426.83	72,842.84	106.29
TOTAL EXPENDITURES		<u>40,246.00</u>	<u>39,073.97</u>	<u>78,614.77</u>	<u>76,702.58</u>	<u>102.49</u>
NET OF REVENUES & EXPENDITURES		(2,416.00)	(3,368.65)	(1,187.94)	(3,859.74)	30.78

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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GL NUMBER	DESCRIPTION	2018		2019		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 275 - ALBION BUILDING AUTHORITY FUND						
000 - GENERAL		4,743.00	4,857.09	4,769.47	4,819.00	98.97
264 - EDC BUILDING		137,439.00	137,439.34	0.00	0.00	0.00
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		1,512.00	1,512.00	1,260.00	1,512.00	83.33
271 - FIRE/AMBULANCE BUILDING		34,450.00	36,000.00	28,967.80	28,968.00	100.00
273		1.00	1.00	1.00	1.00	100.00
TOTAL REVENUES		178,145.00	179,809.43	34,998.27	35,300.00	99.15
260 - FINANCE DEPT AND/OR ABA GENERAL		7,090.00	5,929.56	6,233.56	7,334.00	85.00
264 - EDC BUILDING		17,190.00	16,965.64	297.24	297.00	100.08
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		1,945.00	1,931.37	1,976.68	2,005.00	98.59
267 - 201 MARKET PLACE		0.00	0.00	0.00	140.00	0.00
270 - 101 N GALE ST		30,000.00	26,700.00	0.00	0.00	0.00
271 - FIRE/AMBULANCE BUILDING		29,250.00	22,617.19	18,661.76	26,600.00	70.16
273 - 112 E ERIE ST		12,400.00	10,600.54	5,653.34	5,851.00	96.62
TOTAL EXPENDITURES		97,875.00	84,744.30	32,822.58	42,227.00	77.73
Fund 275 - ALBION BUILDING AUTHORITY FUND:						
TOTAL REVENUES		178,145.00	179,809.43	34,998.27	35,300.00	99.15
TOTAL EXPENDITURES		97,875.00	84,744.30	32,822.58	42,227.00	77.73
NET OF REVENUES & EXPENDITURES		80,270.00	95,065.13	2,175.69	(6,927.00)	31.41

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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GL NUMBER	DESCRIPTION	2018		2019		% BDGT USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 277 - ABA SEC 8 MAPLE GROVE						
000 - GENERAL		450,400.00	471,362.45	460,966.77	438,279.00	105.18
TOTAL REVENUES		<u>450,400.00</u>	<u>471,362.45</u>	<u>460,966.77</u>	<u>438,279.00</u>	<u>105.18</u>
701 - ABA SEC 8 MAPLE GROVE		368,450.00	313,659.44	782,311.23	849,503.00	92.09
905 - DEBT SERVICE - BONDS		64,750.00	64,750.00	61,500.00	61,750.00	99.60
TOTAL EXPENDITURES		<u>433,200.00</u>	<u>378,409.44</u>	<u>843,811.23</u>	<u>911,253.00</u>	<u>92.60</u>
Fund 277 - ABA SEC 8 MAPLE GROVE:						
TOTAL REVENUES		450,400.00	471,362.45	460,966.77	438,279.00	105.18
TOTAL EXPENDITURES		<u>433,200.00</u>	<u>378,409.44</u>	<u>843,811.23</u>	<u>911,253.00</u>	<u>92.60</u>
NET OF REVENUES & EXPENDITURES		17,200.00	92,953.01	(382,844.46)	(472,974.00)	80.94

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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GL NUMBER	DESCRIPTION	2018		2019		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 367 - SIDEWALK PROGRAM FUND						
000 - GENERAL		23,906.00	25,689.59	4,505.86	7,750.00	58.14
TOTAL REVENUES		<u>23,906.00</u>	<u>25,689.59</u>	<u>4,505.86</u>	<u>7,750.00</u>	<u>58.14</u>
443 - SIDEWALK PROGRAM		23,856.00	0.00	2,954.93	41,000.00	7.21
TOTAL EXPENDITURES		<u>23,856.00</u>	<u>0.00</u>	<u>2,954.93</u>	<u>41,000.00</u>	<u>7.21</u>
Fund 367 - SIDEWALK PROGRAM FUND:						
TOTAL REVENUES		23,906.00	25,689.59	4,505.86	7,750.00	58.14
TOTAL EXPENDITURES		<u>23,856.00</u>	<u>0.00</u>	<u>2,954.93</u>	<u>41,000.00</u>	<u>7.21</u>
NET OF REVENUES & EXPENDITURES		50.00	25,689.59	1,550.93	(33,250.00)	4.66

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GL NUMBER	DESCRIPTION	2018		2019		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 590 - SEWER FUND						
000 - GENERAL		1,215,326.00	1,238,544.36	1,248,593.68	1,214,512.00	102.81
536 - WATER UTILITY OPERATIONS		0.00	2,250.00	0.00	0.00	0.00
546 - MEDC GRANT - DIGESTER, PUMP, ETC.		99,352.00	97,102.67	250,000.00	250,000.00	100.00
TOTAL REVENUES		1,314,678.00	1,337,897.03	1,498,593.68	1,464,512.00	102.33
536 - SEWER UTILITY OPERATIONS		1,348,808.00	1,326,798.41	1,393,409.92	1,424,648.00	97.81
542 - WWTP ENERGY IMPROVEMENTS		7,800.00	8,143.14	8,305.98	8,265.00	100.50
546 - MEDC GRANT - DIGESTER, PUMP, ETC.		400,000.00	0.25	2,291.00	2,300.00	99.61
906 - DEBT SERVICE - LOANS		0.00	0.00	2,046.71	2,047.00	99.99
965 - TRANSFER OUT		148,400.00	148,400.00	149,115.00	149,115.00	100.00
TOTAL EXPENDITURES		1,905,008.00	1,483,341.80	1,555,168.61	1,586,375.00	98.03
Fund 590 - SEWER FUND:						
TOTAL REVENUES		1,314,678.00	1,337,897.03	1,498,593.68	1,464,512.00	102.33
TOTAL EXPENDITURES		1,905,008.00	1,483,341.80	1,555,168.61	1,586,375.00	98.03
NET OF REVENUES & EXPENDITURES		(590,330.00)	(145,444.77)	(56,574.93)	(121,863.00)	46.43

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GL NUMBER	DESCRIPTION	2018		2019		% BDGT USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 591 - WATER FUND						
000 - GENERAL		930,714.00	952,652.17	986,027.47	960,455.00	102.66
548 - WATERTOWER PAINTING PROJECT		500,000.00	500,000.00	0.00	0.00	0.00
TOTAL REVENUES		1,430,714.00	1,452,652.17	986,027.47	960,455.00	102.66
536 - WATER UTILITY OPERATIONS		1,059,059.00	1,047,971.16	1,191,058.97	1,222,628.00	97.42
540 - WELLHEAD PROTECTION		500.00	0.00	0.00	500.00	0.00
548 - WATERTOWER PAINTING PROJECT		568,200.00	0.00	0.00	0.00	0.00
906 - DEBT SERVICE - LOANS		0.00	0.00	5,123.14	5,123.00	100.00
965 - TRANSFER OUT		11,450.00	11,450.00	231,800.00	231,800.00	100.00
TOTAL EXPENDITURES		1,639,209.00	1,059,421.16	1,427,982.11	1,460,051.00	97.80
Fund 591 - WATER FUND:						
TOTAL REVENUES		1,430,714.00	1,452,652.17	986,027.47	960,455.00	102.66
TOTAL EXPENDITURES		1,639,209.00	1,059,421.16	1,427,982.11	1,460,051.00	97.80
NET OF REVENUES & EXPENDITURES		(208,495.00)	393,231.01	(441,954.64)	(499,596.00)	88.46

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GL NUMBER	DESCRIPTION	2018		2019		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2018 NORMAL (ABNORMAL)	YTD BALANCE 12/31/2019 NORMAL (ABNORMAL)	AMENDED BUDGET	
Fund 661 - EQUIPMENT POOL FUND						
000 - GENERAL		271,252.00	323,267.55	327,608.42	303,087.00	108.09
TOTAL REVENUES		<u>271,252.00</u>	<u>323,267.55</u>	<u>327,608.42</u>	<u>303,087.00</u>	<u>108.09</u>
770 - EQUIPMENT POOL		315,761.00	297,641.60	300,472.49	332,081.00	90.48
905 - DEBT SERVICE - BONDS		93.00	93.30	0.00	0.00	0.00
965 - TRANSFER OUT		17,850.00	17,850.00	31,528.43	31,528.00	100.00
TOTAL EXPENDITURES		<u>333,704.00</u>	<u>315,584.90</u>	<u>332,000.92</u>	<u>363,609.00</u>	<u>91.31</u>
Fund 661 - EQUIPMENT POOL FUND:						
TOTAL REVENUES		271,252.00	323,267.55	327,608.42	303,087.00	108.09
TOTAL EXPENDITURES		<u>333,704.00</u>	<u>315,584.90</u>	<u>332,000.92</u>	<u>363,609.00</u>	<u>91.31</u>
NET OF REVENUES & EXPENDITURES		(62,452.00)	7,682.65	(4,392.50)	(60,522.00)	7.26
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		9,531,770.00	9,568,245.74	9,509,155.00	9,532,041.28	99.76
TOTAL EXPENDITURES - ALL FUNDS		<u>10,241,287.26</u>	<u>8,615,821.23</u>	<u>9,997,522.69</u>	<u>10,710,934.97</u>	<u>93.34</u>
NET OF REVENUES & EXPENDITURES		(709,517.26)	952,424.51	(488,367.69)	(1,178,893.69)	41.43