



# CITY OF ALBION CITY COUNCIL MEETING AGENDA

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

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

COUNCIL-MANAGER  
GOVERNMENT

Council members and  
other officials normally in  
attendance.

**Garrett Brown**  
Mayor

**Maurice Barnes, Jr.**  
Council Member  
1<sup>st</sup> Precinct

**Lenn Reid**  
Council Member  
2<sup>nd</sup> Precinct

**Sonya Brown**  
Mayor Pro-Tem  
Council Member  
3<sup>rd</sup> Precinct

**Marcola Lawler**  
Council Member  
4<sup>th</sup> Precinct

**Jeanette Spicer**  
Council Member  
5<sup>th</sup> Precinct

**Andrew French**  
Council Member  
6<sup>th</sup> Precinct

**Sheryl L. Mitchell**  
City Manager

**The Harkness Law Firm**  
Atty Cullen Harkness

**Jill Domingo**  
City Clerk

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

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

## AGENDA

### COUNCIL MEETING Monday, March 19, 2018

7:00 P.M.

#### PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. CITY MANAGER REPORT
- VII. PRESENTATIONS
  - A. Proclamation for National Vietnam War Veterans Recognition Day
  - B. Arbor Day Proclamation
- VIII. PUBLIC HEARINGS-River Trail II Expansion Grant
  - A. Request Approval Resolution # 2018-08, Resolution Authorizing Michigan Natural Resources Trust Fund Grant Application for Albion River Trail Expansion II (RCV)
- IX. 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.)
- X. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
  - A. Approval Regular Session Minutes, March 5, 2018
  - B. Approval Special Session Minutes, March 12, 2018
  - C. Approval Special Session Minutes, March 13, 2018
  - D. Approval for Knights of Columbus Annual Statewide Tootsie Roll Drive on March 23, 24 & 25<sup>th</sup>, 2018



# CITY OF ALBION CITY COUNCIL MEETING AGENDA

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## XI. ITEMS FOR INDIVIDUAL DISCUSSION

- A. Discussion Ordinance # 2018-02, An Ordinance to Amend Chapter 30, Article II, Section (s) 30-26 through 30-28, 30-30 through 30-36. to Add Sections 30-37 through 30-39 to Article II of Chapter 30
- B. Request Approval Resolution # 2018-09, A Resolution to Approve Amendment to Schedule of Fees to Include New Cemetery Fees (RCV)
- C. Discussion-Medical Marihuana Dispensaries
- D. Discussion-Community Development Corporations
- E. Request Approval for Quote/Proposal for Pre-Demolition & Asbestos Inspection for 608 Austin Avenue (RCV)
- F. Request Approval of Land Lease Agreement with NEW PAR, a Delaware Partnership d/b/a/ Verizon Wireless (RCV)
- G. Discussion/Approval of Project Rising Tide Communities-Joint Memorandum of Understanding (RCV)
- H. Request Approval for Selection of Candidates for Interim City Manager Position (RCV)
- I. Request Approval of Albion-Marshall Connector Agreement and Authorization of Payment (RCV)

## XII. Future Agenda Items

## XIII. Motion to Excuse Absent Council Member(s)

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

## XV. ADJOURN



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

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

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**MEMO**

**TO:** Honorable Mayor and City Council  
**FR:** Sheryl L. Mitchell, City Manager  
**DA:** March 19, 2018  
**RE:** **Agenda Summary**

PUBLIC HEARING – River Trail II Expansion Grant

**A. Request Approval Resolution #2018-08, Resolution Authorizing Michigan Natural Resources Trust fund Grant Application for Albion River Trail Expansion II.** The resolution support the \$255,000 grant application titled “Albion River Trail Expansion II” to the Michigan Natural Resources Trust Fund for the development of the Albion River Trail Project, which will provide the City of Albion a unique opportunity to connect four regional trail system to the expanded Albion River Trail: the Calhoun County Trail, the Great Lake-to-Lake Trail, the Iron Belle Trail, and the North Country national Scenic Trail.

ITEMS FOR INDIVIDUAL DISCUSSION

**A. Discussion Ordinance #2018-02, An Ordinance to Amend Chapter 30, article II, sections 30-26 through 30-28, 30-30 through 30-36, to Add Sections 30-37-30-39 to Article II of Chapter 30.** – The Cemetery Sexton and Department of Public Services have recommended updated the Cemetery Ordinance to provide for the proper and reasonable maintenance, appearance, and use of the cemetery owned and controlled by the City.

**B. Request Approval Resolution #2018-09, A Resolution to Approve Amendment to Schedule of Fees to Include New Cemetery Fees** The cemetery ordinance has been recently amended to include significantly more detail and to outline the various services provided by the cemetery. As a result of these amendments, the City schedule of fees needs to be updated to reflect the cemetery services for which various fees may be charged. As such, it is recommended that the attached fees be adopted and integrated into the City of Albion’s schedule of fees.

**C. Discussion – Medical Marihuana Dispensaries.** This item was requested by Council Member Brown at the March 5, 2018 meeting.

**D. Discussion – Community Development Corporations.** This item was requested by Mayor Brown. A community development corporation is a not-for-profit organization incorporated to provide programs, offer services and engage in other activities that promote and support community development. Additional information is in the council packet.

- E. Request Approval for Quotes/Proposal for Pre-Demolition & Asbestos Inspection for 608 Austin Avenue.** In response to the request from Council, the Director of Planning, Building and Code Enforcement has provided a proposal for Pre-Demolition Asbestos Inspection and Hazardous Materials Assessment Services for the Commercial/Residential Structures located at 608 Austin Avenue.

COST SUMMARY FOR PROJECT Fees for the tasks outlined in proposal are presented below:

- Mobilization, Field work, Samples, and Report \$1,800, Includes up to 50 Asbestos Bulk Samples/Layers.
- Additional Bulk Samples/Layers (greater than 50) \$15 each.
- Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond PSI's control, will be invoiced on a time and expense basis. A Schedule of Services and Fees is enclosed and incorporated by reference. Additional work will not be performed without prior authorization.

- F. Request approval of Land Lease Agreement with NEW PAR, a Delaware partnership d/b/a/ Verizon Wireless.** Verizon (NEW PAR) is interested in leasing city owned property (1000 N. Brownswood) in order to erect a cell tower. The initial term is for 5 years, with options to extend for up to 4 additional 5-year terms. The rental was originally requested to start at \$12,000. City Manager successfully negotiated for the City to receive \$14,400 the first year, with increases built in for each 5-year extension. Since the tower is being erected on city property, a zoning permit is not required. Per city ordinance a zoning permit is not required since tower will be erected. Verizon will require a separate address for tower location, The Director of Planning, Building & Code Enforcement will follow up with assessor to assign an address for cell tower on leased land.

- G. Discussion / Approval of Project Rising Tide Communities – Joint Memorandum of Understanding.** The Memorandum of Understanding (MOU) is between the Michigan Department of Talent and Economic Development ("TED") and the City of Albion. Through the Program, TED is looking to provide technical assistance to assist in developing a strong foundation for community, economic, and talent development. The TED Project Rising Tide team is partnering with the Albion to evaluate and make recommendations based on the Community's stakeholders and vision and to develop an Action Plan under the Program with specific, achievable goals that will lead to sustainable talent, community, and economic development. The responsibilities for TED and the City of Albion are outlined in the MOU. The MOU is effective for one (1) year.

- H. Request Approval for Selectin of Candidates for Interim City Manager Position.** City Council held a special meeting on March 13, 2018 and approved posting to receive applications from internal and external candidates to fill the Interim City Manager position. The deadline was set at Friday, March 16<sup>th</sup> at 5:00pm. Top candidates are to be selected and scheduled for an interview.

- I. Request Approval of Albion-Marshall Connector Agreement and Authorization of Payment.** The agreement is between the Cities of Albion and Marshall for the operations of the bus connector service. The annual shortfall in operation funds is approximately \$30,000. Community partners and grants are stepping forward to commit to \$3,000 for 3 years for the sustainable operation of the service. It is anticipated that in 3 years, the plans for a county-wide transit system can be brought before the voters for consideration.

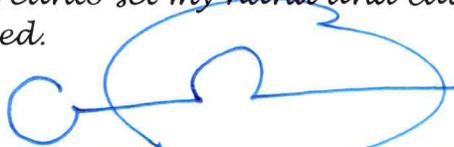
## Proclamation for National Vietnam War Veterans Recognition Day

March 29, 2018

- WHEREAS: The United States President each year proclaims March 29<sup>th</sup> as National Vietnam War Veterans Recognition Day; and
- WHEREAS: We embrace our responsibility to help our Vietnam veterans and their families heal from the heavy toll of war. We remember the more than 58,000 whose names are memorialized on a black granite wall in our Nation's capital for having borne the heaviest cost of war; and
- WHEREAS: We also pay tribute to the brave patriots who suffered as prisoners of war, and we stand steadfast in our commitment not to rest until we account for the 1,253 heroes who have not yet returned to American soil; and
- WHEREAS: We ask all Americans to offer each of our Vietnam veterans and their families a thank you on behalf of the Nation, both privately and during public ceremonies and programs across our country; and
- WHEREAS: We cherish this opportunity to recall, with humility, the sacrifices our veterans made for our freedom and our Nation's strength.

**NOW, THEREFORE, BE IT RESOLVED**, I, Garrett Brown, Mayor of the City of Albion, do hereby proclaim March 29<sup>th</sup>, 2018 as National Vietnam War Veterans Recognition Day in Albion and resolve to never forget to recognize all veterans of the Vietnam War for their service and sacrifice, and to provide them with the heartfelt acknowledgement and gratitude that they and their families so richly deserve.

*In witness whereof, I have hereunto set my hand and caused the seal of this city to be affixed.*



Garrett Brown, Mayor

March 29, 2018



**ARBOR DAY PROCLAMATION**

**Whereas,** In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; **and**

**Whereas,** This special day, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; **and**

**Whereas,** Arbor Day is now observed throughout the Nation and the world; **and**

**Whereas,** Trees can reduce the erosion of our precious topsoil by abating wind and water, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; **and**

**Whereas,** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; **and**

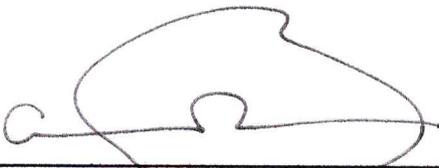
**Whereas,** The Pioneers and our forefathers knowing the necessity and value of trees, brought trees with them on their long, hard journey and these trees are living legacies in our community; **and**

**Whereas,** Trees in The City of Albion will increase property values, enhance the economic vitality of business areas, beautify our community and are a source of joy and spiritual renewal; **and**

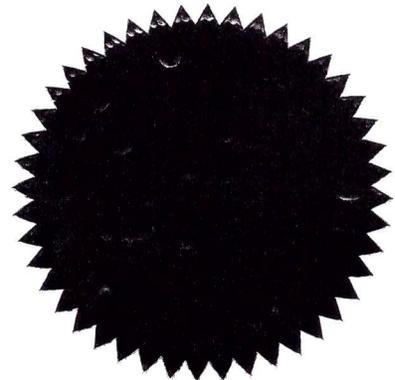
**Whereas,** The City of Albion has realized the importance of the urban forest and has been instrumental in enhancing the management of this precious resource; **and**

***Now, Therefore, I, Garrett Brown, Mayor of the City of Albion, do hereby proclaim April 25, 2017 as Arbor Day in the City of Albion, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and promote the well-being of this and future generations.***

***In witness whereof I have hereunto set my hand and caused the seal of this city to be Affixed.***

Mayor 

Date April 25, 2017



**City of Albion**  
**NOTICE OF PUBLIC HEARING ON THE PROPOSED**  
**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**  
**TRUST FUND GRANT APPLICATION FOR THE ALBION RIVER TRAIL**  
**EXPANSION II PROJECT**

City of Albion will conduct a public hearing at their regularly scheduled meeting on March 19, 2018 at 7:00 p.m. at City of Albion, City Hall, 2<sup>nd</sup> Floor Council Chambers, 112 W. Cass Street, Albion, MI 49224 for the proposed Michigan Department of Natural Resources Trust Fund Grant Application for the 'Albion River Trail Expansion II' project on The City Council will decide whether or not to approve a resolution allowing the City of Albion to submit the grant application to the Michigan Department of Natural Resources.

The proposed "Albion River Trail Expansion II" project will extend the existing Albion River Trail from where it crosses Albion Road north along the east side of Albion Road to Austin Avenue where it will extend west through McAuliffe Park and along the south side of Austin Avenue to 27 Mile Road/Industrial Boulevard. Copies of the project proposal are available for inspection by the public during regular business hours (8:00 am to 5:00 pm, Monday through Friday) in the City Clerk's office, 112 West Cass Street, Albion, Michigan and online at [www.cityofalbionmi.gov](http://www.cityofalbionmi.gov).

City of Albion  
Jill Domingo, City Clerk  
517-629-7864

Resolution 2018-08

**Resolution Authorizing Michigan Natural Resources Trust Fund Grant Application  
for Albion River Trail**

WHEREAS, the City of Albion supports the submission of an application titled “Albion River Trail Expansion II” to the Michigan Natural Resources Trust Fund for the development of the Albion River Trail Project, which will provide the City of Albion a unique opportunity to connect four regional trail system to the expanded Albion River Trail: the Calhoun County Trail, the Great Lake-to-Lake Trail, the Iron Belle Trail, and the North Country national Scenic Trail; and

WHEREAS, the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and

WHEREAS, the proposed application is supported by the Community’s 5-Year Approved Comprehensive Plan Phase I.

NOW THEREFORE BE IT RESOLVED: The City of Albion hereby authorizes submission of a Michigan Natural Resources Trust Fund application for \$255,000.

Motion by Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, to approve the foregoing resolution.

I hereby certify that the above resolution was adopted on March 19, 2018 in a regular session of the Albion City Council and this is a true copy of that resolution.

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_

Jill Domingo, City Clerk

City of Albion  
Council Session Minutes  
March 5, 2018

I. CALL TO ORDER

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

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

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

ABSENT: All members were present.

STAFF PRESENT:

Sheryl Mitchell, City Manager; Stacey Levin, Assistant City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Scott Kipp, Chief Public Safety; Jim Lenardson, Director Public Services; Tom Mead, Finance Director and John Tracy, Director Planning, Building & Code Enforcement.

V. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Mayor Brown.

VI. CITY MANAGER REPORT

City Manager Mitchell updated the Council on the following items:

- Albion Legislative Day - A meeting with legislators and administrators in Lansing is being scheduled for March 14, 2018. The Mayor and Council Members are invited to participate in the planning session on March 8th and Legislative Day on March 14th
- Council Goal Setting Session - Was attempting to look at a date the week of March 5th. Only heard from 2 council members. Is there a preferred date for scheduling this work session?

- Council Rules - asked for Council availability the week of March 12th\_ Three council members have indicated they are available on Monday, March 12th at 7pm. Does council wish to schedule the meeting for this date?
- MML 16/50 Initiative - MML has invited me to participate in this new initiative. The 16/50 Initiative name was developed to highlight that although the general population of women in the state of Michigan is 50.8% [2], a mere 16% of Michigan municipal managers are women. The focus on the unique skills and challenges that women bring to and face in the profession, the 16/50 Initiative will work to deliver impactful education and awareness to remove barriers for women seeking the highest level of the profession and provide exclusive professional development opportunities.
- MSU Extension - Civic Democracy Project - The next planning meeting is scheduled for March 23rd at 1 pm. Everyone is welcomed to attend.
- Zoning Re-Write - The next meeting is scheduled for March 15 at 7pm.
- Greater Albion Chamber of Commerce & Visitors Bureau - The Annual Meeting and Awards Ceremony is March 21st at 6pm at Duck Lake Country Club. Tickets are \$35.
- Albion Marshall Connector Meeting - Scheduled for March 27 at 11am at Marshall City Hall.

## VII. PRESENTATIONS

### A. Oath of Office-PSO Officer Collin Morgan

Chief Kipp introduced Public Safety Officer Collin Morgan and gave a brief background. Chief Kipp stated we were able to hire PSO Morgan due to the Community Policing grant the City received.

Clerk Domingo administered the oath of office to PSO Morgan.

PSO Morgan's girlfriend and son pinned his badge.

## VIII. PUBLIC HEARINGS-None

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

Comments were received from Lonnie Brewer, 1200 Hillside Rd, Apt. 9; Mike Bearman, 11016 29 Mile Rd; John Face, 812 N. Eaton St; Moleda Johnson, 902 Boyd Dr; Lavishia McDonald, 309 Crandall St and Shinetta Brewer, 1319 Hillside Rd.

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

#### A. Approval Regular Session Minutes-February 20, 2018

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

XI. ITEMS FOR INDIVIDUAL DISCUSSION

- A. Discussion/Approval of Agreement to Convey Property After Demolition (Dalrymple School Property) (RCV)

Comments were received from Council Members French and Brown; Mayor Brown; Krista Trout-Edwards, Calhoun County Land Bank Director and Brian Wensauer, Calhoun County Treasurer.

French moved, Brown supported, CARRIED, To Approve Agreement to Convey Property After Demolition (Dalrymple School Property) as presented. (7-0, rcv)

- B. Request Approval Ordinance # 2018-03, An Ordinance to Amend Article V of Chapter 22, Section 22-205, of the Albion Code of Ordinances, Medical Marihuana Facilities License Applications Evaluation (RCV)

Comments were received from Mayor Brown and Attorney Harkness.

French moved, Brown supported, CARRIED, To Approve Ordinance # 2018-03, An Ordinance to Amend Article V of Chapter 22, Section 22-205, of the Albion Code of Ordinances, Medical Marihuana Facilities License Applications Evaluation as presented. (7-0, rcv)

- C. Request Approval Resolution # 2018-06, To Approve the Awarding of Water Tower Repainting Bid to Seven Brothers Painting, Inc. (RCV)

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

French moved, Lawler supported, CARRIED, to Approve Resolution # 2018-06, To Approve the Awarding of Water Tower Repainting Bid to Seven Brothers Painting, Inc. as presented. (7-0, rcv)

- D. Request Approval Resolution # 2018-07, To Set Medical Marihuana License Fees (RCV)

Comments were received from Council Member French and Attorney Harkness.

French moved, Brown supported, CARRIED, To Approve Resolution # 2018-07, To Set Medical Marihuana License Fees as presented. (7-0, rcv)

- E. Request Approval 2017 Planning Commission Report (RCV)

Comments were received from City Manager Mitchell.

French moved, Reid supported, **CARRIED**, to Approve 2017 Planning Commission Report as presented. (7-0, rcv)

F. Request Approval of Demolition of 608 Austin Avenue from Solid Waste Funds (RCV)

Comments were received from Council Members Barnes, Brown, French and Spicer and Director of Planning, Building & Code Enforcement Tracy.

*Council Member French asked to postpone Approval of Demolition of 608 Austin Avenue from Solid Waste Funds until additional information can be obtained.*

Comments were received from Council Members Barnes, Spicer and Brown and Director of Planning, Building & Code Enforcement Tracy.

**French moved, Spicer supported, CARRIED, to Postpone Approval of Demolition of 608 Austin Avenue from Solid Waste Funds until additional information can be obtained. (7-0, vv)**

*Council Member Brown asked to amend the motion to Postpone Approval of Demolition of 608 Austin Avenue from Solid Waste Funds until additional information can be obtained and add having an environmental assessment done on the property with cost of environmental assessment being taken from the solid waste fund.*

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

Additional comments were received from Director of Planning, Building & Code Enforcement Tracy stating he will try to have the environmental assessment done for the next Council meeting.

**Brown moved, French supported, CARRIED, to Approve Postponement of Demolition of 608 Austin Avenue from Solid Waste Funds until additional information can be obtained and an environmental assessment done on the property with cost of the environmental assessment being taken from the solid waste fund. (7-0, rcv)**

G. Request Approval of MML Registration Fees for Council Members (RCV)

Comments were received from Mayor Brown.

French moved, Brown supported, CARRIED, to Approve MML Registration Fees for Council Members as presented. (7-0, rcv)

H. Request Approval Boards & Commissions Initial Appointment (RCV)

- Albert Amos, Planning Commission, Initial Appointment, Term to Expire 12-31-2020

Comments were received from Council Members French, Spicer, Barnes, Reid, Brown and Lawler; Mayor Brown and City Manager Mitchell.

Council Member Brown called for Point of Order to stay on topic of appointment of Albert Amos to the Planning Commission.

Spicer moved, Brown supported, CARRIED, to Albert Amos, Planning Commission, Initial Appointment, Term to Expire 12-31-2020 as presented. (4-3, rcv) (Reid, French and Barnes dissenting).

I. Request Approval of Engagement Agreement with Attorney Scott Smith of Dickinson Wright in Connection with the Review of Council Rules of Procedure (RCV)

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

Brown moved, Spicer supported, CARRIED, to Approve Engagement Agreement with Attorney Scott Smith of Dickinson Wright in Connection with the Review of Council Rules of Procedure as presented. (6-1, rcv) (Barnes dissenting).

J. Discussion-Discussion Regarding Project Rising Tide Kickoff and Invitations

Mayor Brown stated the Project Rising Tide Program is an initiative to provide communities with the tools they need to design and build a successful economic framework. It supports the development of vibrant, thriving communities to attract business investment and talent by creating a sustainable path toward economic stability and growth. The initial meeting will be a roundtable discussion with the Governor and a panel of community members and stakeholders.

Council Member French asked Mayor Brown for clarification on how the initial list was comprised.

Mayor Brown stated he solicited names from City Manager Mitchell, EDC Director Depez and the Council. Once the names were submitted, Mayor Brown compiled the list. He tried to prioritize community voices with demographics, no redundancies, to allow space for reasonable disagreements and a broad understanding of the EDC and downtown corridor. This is an opportunity for community members to have a voice.

Council Member Barnes asked to be removed from the list to allow Amy Depez, EDC Director to be a part of the meeting.

Council Member Lawler felt the list was carefully put together and appreciated the opportunity for input. It was a good job.

Council Member Spicer is excited at the prospect of the meeting to help Leaders of the Community to assess what type of assistance is needed. Feels this is moving in a positive direction for Albion.

City Manager Mitchell stated there are two (2) levels of participation. The panel group is able to communicate with the Governor while others will be in the audience. There is a limited number of seats for the meeting. She stated Mayor Brown had checked with Attorney Scott Smith and it was the Council's decision to affirm the list of potential panelists. You may not want to have too many representatives from small businesses and feels it is imperative that EDC Amy Depez is on the panel instead of in the audience.

Council Member Spicer asked if the meeting will be videotaped? That is uncertain but the media will be at the meeting.

Mayor Brown stated he has chosen the Planning Commission Chair; EDC Chair; DDA Chair and ARC Chair as representation. He was being cautious in not having too many representatives from one project.

Barnes, moved, Spicer supported, CARRIED, to Approve the List for the Project Rising Tide Initial Round Table Meeting with the Governor with the Addition of EDC Director Amy Depez as a Panelist. (7-0, rcv)

#### K. Discussion-Community Development Organizations

Mayor Brown asked to postpone this discussion until further information is received by the Council.

French moved, Brown supported, CARRIED, to **Postpone** Discussion of Community Development Organizations until further information is received by the Council. (7-0, vv)

#### L. Discussion-Neighborhood Planning Council

City Manager Mitchell stated Andrew Texel, AmeriCorps Vista member is moving forward with the Neighborhood Planning Council which are groups of citizens who reside in the same neighborhood who meet to discuss, plan, and take action on issues and opportunities in their neighborhood. NPCs can act as a platform for neighborhood residents to voice their opinions to Albion city staff, elected officials, and other stakeholders in the community. Mr. Texel will be setting up individual meetings with the Mayor and Council to discuss questions and concerns they may have. A resolution will be introduced at the next Council meeting. An all precinct meeting will be held in April. Some of the discussion items will be what are the elements of the re-zoning, what type of housing developments are needed, neighborhood policing, rehabilitation and beautification. This initiative will provide feedback for the Mayor and Council to find ways to move forward.

The Neighborhood Planning Council membership is open to everyone in all precincts. The Mayor and Council Members are ex-officio members.

Comments were received from Council Member French and Mayor Brown.

XII. Future Agenda Items

- Council Member Brown asked to have a discussion on medical marijuana dispensaries added to the next agenda.
- City Attorney Harkness asked for discussion on an amendment to the Cemetery ordinance added the next agenda.
- Mayor Brown asked for a discussion on community development corporations added to the next agenda.

*Mayor Brown asked to have the Council Goal Setting Study Session on Monday, March 12, 2018 at 7:00 p.m. in the Council Chambers.*

*The consensus of the Council is to set Monday, March 12, 2018 at 7:00 p.m. in the Council Chambers as the Council Goal Setting Study Session.*

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

No action was necessary as all members were present.

XIV. 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 Lavada Weeks, 917 Luther Dr; Clarissa Lewis, 712 Hoaglin Dr; Victoria Williams, 707 Orchard Dr; Robbie Patterson, 412 E. Porter St; Gary Tompkins, Calhoun County Commissioner; Mike Bearman, 11016 29 Mile Rd; Ronnie Sims, 710 W. Erie St; AL Smith, 1209 Adams St; Louis Theriot, 803 S. Superior

St; Lonnie Brewer, 1200 Hillside Rd Apt 9; Lashea Brewer, 309 Booth Dr; Wanda Kemp, 703 Valhalla Dr and Mayor Brown.

XV. ADJOURNMENT

Brown moved, Spicer supported, CARRIED, to ADJOURN Regular Council Session. (7-0, vv).

Mayor Brown adjourned the Regular Session at 9:10 p.m.

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Date

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Jill Domingo  
City Clerk

City of Albion  
Special Session Minutes  
March 12, 2018

I. CALL TO ORDER

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

II. ROLL CALL

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

ABSENT: All members were present.

STAFF PRESENT:

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

III. 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).

No public comments were received.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. Approval/Acceptance of Resignation of City Manager Sheryl Mitchell (RCV)

City Manager Mitchell read her resignation aloud.

Comments were received from Council Members Lawler, French, Reid, Brown and Spicer and Mayor Brown. Mayor Brown and all members of the Council Commended City Manager Mitchell for the wonderful job she has done in Albion with her professionalism and enthusiasm. They wished her well and stated how much she will be missed.

City Manger Mitchell stated her contract states she must give four weeks' notice. She has asked the Council to accept three weeks' notice with her last day as March 31, 2018.

Council Member French made a motion to *AMEND* Original Motion and Add Acceptance of Three Weeks' Notice for City Manager Mitchell with Her Last Day as March 31, 2018.

French moved, Barnes supported, CARRIED, to Amend Approval/Acceptance of Resignation of City Manger Sheryl Michell and Add with Acceptance of Three Weeks' Notice and Her Last Day as March 31, 2018. (7-0, vv)

French moved, Barnes supported, CARRIED, to Approve/Acceptance of Resignation of City Manager Sheryl Mitchell with Acceptance of Three Weeks' Notice and Her Last Day as March 31, 2018. (7-0, rcv)

B. Goal Setting Session

Mayor Brown asked to have this agenda item postponed.

Council Member French asked to have the goal setting session postponed and replaced with the Management Transition.

Mayor Brown stated you cannot change the agenda of a special meeting.

Council Member Brown asked to amend Council Member French's motion to Postponing the Goal Setting Session until April 9<sup>th</sup>. 2018.

French moved, Brown supported, CARRIED, to Postpone the Goal Setting Session until April 9<sup>th</sup>, 2018. (7-0, vv)

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

No public comments were received.

VI. ADJOURNMENT

Brown moved, Spicer supported, CARRIED, to ADJOURN Special Session. (7-0, vv).

Mayor Brown adjourned the Regular Session at 7:15 p.m.

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Date

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Jill Domingo  
City Clerk

City of Albion  
City Council Special Meeting  
March 13, 2018

I. Call To Order

Mayor Garrett Brown opened the special session at 7:00 p.m.

II. Moment of Silence

III. Pledge of Allegiance

IV. Roll Call

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

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

V. Mayor and Council Member Comments

No comments were received.

VI. 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.)

No public comments were received.

VII. Items for Individual Discussion

A. Approve Selection Process for Interim City Manager

Mayor Brown asked for a motion to approve the City Manager Selection Process for Interim City Manager by posting internally and externally for five (5) business days. Posting would close on Tuesday, March 20<sup>th</sup>, 2018 at 5:00 p.m.

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

Council Member Brown asked for point of order to stay on topic of approving the selection process for the Interim City Manager.

Council Member French asked to **AMEND** the Motion to Post Internally for 36 Hours Until 9:00 a.m. Thursday, March 15, 2018 and If No Internal Applications Were Received, the Job Would Then be Posted Externally for five (5) days ending on March 22<sup>nd</sup>, 2018

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

Council Member Barnes called for Point of Order for the process of whether amendment is a debatable issue.

Mayor Brown ruled the process of the amendment is a debatable issue.

Council Member French asked to Call the Question on the Amendment currently on the table.

French moved, Barnes supported, CARRIED, to **Call the Question** to **AMEND** the Motion to Post Internally for 36 Hours Until 9:00 a.m. Thursday, March 15, 2018 and If No Internal Applications Were Received, the Job Would Then be Posted Externally for five (5) days ending on March 22<sup>nd</sup>, 2018. (7-0, rcv)

French moved, Barnes supported, **FAILS**, to **AMEND** the Motion to Post Internally for 36 Hours Until 9:00 a.m. Thursday, March 15, 2018 and If No Internal Applications Were Received, the Job Would Then be Posted Externally for five (5) days ending on March 22<sup>nd</sup>, 2018. (3-4, rcv) (Brown, Lawler, Spicer and Mayor Brown dissenting).

Council Member Lawler asked to have a shorter time period for receiving applications/resumes.

Council Member Brown made a motion to **AMEND** the motion to Approve the City Manager Selection Process for Interim City Manager Both Internally and Externally and add with a Deadline of Friday, March 16, 2018 at 5:00 p.m.

Comments were received from Council Member Barnes.

Brown moved, Spicer supported, CARRIED, to **AMEND** the motion to Approve the City Manager Selection Process for Interim City Manager Both Internally and Externally with a Submission and add with a Deadline of Friday, March 16, 2018 at 5:00 p.m. (5-2, rcv) (Barnes and Reid dissenting)

Council Member Barnes asked for Point of Order.

Spicer moved, Lawler supported, CARRIED, To Approve the City Manager Selection Process for Interim City Manager Both Internally and Externally with a Submission Deadline of Friday, March 16, 2018 at 5:00 p.m. (6-1, rcv) (Barnes dissenting).

Mayor Brown asked to have the posting both in the newspaper and on the City's website.

VIII Motion to Excuse Absent Council Member (s) (VV)

No action was necessary as all members were present.

IX. 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 Julia Mulkey, 751 Mercury Dr; Karen Yankie, 104 Irwin Avenue; Juanita Solis-Kidder, 1211 Edwards St; LaVada Weeks, 917 Luther Dr; Bill Dobbins, 15901 E. Michigan Avenue; Mary Humphries, 311 Washington St and Council Member Barnes.

X. Adjournment

Brown moved, French supported, CARRIED, to adjourn special council session. (7-0 vv)

Mayor Brown adjourned the meeting at 8:00 p.m.

Signed:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jill Domingo  
City Clerk



Meeting  
Second and Fourth  
Thursday  
Of Every Month  
at 8:00 P.M.

# Knights of Columbus

FATHER OLK COUNCIL No. 5255

Albion, Michigan 49224

One of the most popular and successful programs conducted by the Knights of Columbus state and local councils for the benefit of people with Intellectual Disabilities is the Tootsie Roll fund-raiser in which councils collect donations outside of stores and businesses.

On March 23, 24, and 25 the Albion Council of the Knights of Columbus, once again will be soliciting financial support from the public for people with intellectual disabilities. This year represents the Knights 48<sup>th</sup> annual statewide tootsie roll drive.

I am sure you realize the importance that we, the Knights, place in this project. Therefore, we are asking your permission to solicit on these days.

Sincerely,

Greg Polnasek, Chairperson, Father Oak Council 5255

PO Box 181

Albion, MI 49224

Phone: 517-630-0174

*Hi Sheryl!  
Thanks & so  
glad you stayed!*

I \_\_\_\_\_ hereby give Albion Council #5255 Knights of Columbus, permission to solicit on our premises for the people with Intellectual Disabilities on March 23, 24, and 25<sup>th</sup>, 2018.

**CITY OF ALBION  
ORDINANCE #2018-02**

AN ORDINANCE TO AMEND CHAPTER 30, ARTICLE II, SECTION(S) 30-26 through 30-28, 30-30 through 30-36, TO ADD SECTIONS 30-37 through 30-39 to ARTICLE II OF CHAPTER 30.

**Purpose and Finding:**

The Albion City Council recognizes and concludes that the proper and reasonable maintenance, appearance, and use of the cemetery owned and controlled by the City is an important function of the City. It is also important that burials, disinterments, and other matters associated with a municipal cemetery are handled in a respectful and proper way in order to promote the health, safety, and welfare of the community. The Albion City Council believes this ordinance to be in the best interests of the City.

**THE CITY OF ALBION ORDAINS:**

**30-26: Definitions**

“Cemetery” shall mean Riverside Cemetery, as established, and any other public cemetery owned, managed or controlled by the city.

“Cemetery Plot” shall mean an area in Riverside Cemetery sufficient to accommodate one burial space for one deceased person. It shall consist of a land area of at least thirty-eight (38) inches wide and ninety-six (96) inches in length.

“Cemetery Half Plot” shall mean an area in Riverside Cemetery sufficient to accommodate one burial space for one deceased infant, the burial of cremains, or the burial of pets (excluding livestock). It shall consist of a land area of at least thirty-eight (38) inches wide and forty-eight (48) inches long.

“Cemetery Sexton” shall mean a city official appointed by the City Manager who is primarily responsible for cemetery operations within the City of Albion.

“City” shall mean the City of Albion.

“Monument” shall be defined as any marker, memorial, mausoleum, statue or similar item which exceeds thirty (30) inches in height above normal ground level or which has a ground surface area exceeding thirty (30) inches in width (or forty-eight (48) inches in width for a double marker), with an overall height of no more than thirty (30) inches above ground level, including the foundation.

“Plot” shall mean a cemetery plot or a cemetery half plot.

### 30-27: Sale of Plots

- a. Plots shall be sold by the City for the purpose of burial for the purchaser of a cemetery plot, or his or her immediate family. No sale shall be made to funeral directors or others, except for those acting as an agent for an eligible purchaser.
- b. All sales and transfers of plots shall be made on a Burial Right Certificate approved by the City Council and signed by a designated City official, which grants a right of burial only and does not convey any other title or right to the cemetery plot or burial space sold. Such forms shall be signed by the City Clerk or City Official, and shall constitute a permit when approved.
- c. Plots may be sold by the City to any resident or taxpayer of the City. The Cemetery Sexton/City Clerk is hereby granted the authority to vary the aforesaid restriction on sales where the purchaser discloses sufficient personal reason for burial within the City through previous residence in the City or relationship to persons interred in the cemetery. Any such decision by the Sexton/City Clerk (either granting or denying such variance) may be overturned by the City Manager pursuant to Section 30-39.
- d. At the time of purchase from the City, each plot shall be assigned the name of the specific person who shall be interred in that cemetery plot upon death. Each such person must either be a resident or taxpayer of the City, or be a member of the immediate family of a qualified purchaser. If the owner of a plot desires to effectuate a name change regarding the assigned plot, that person must complete the designated form and pay the fee associated with transferring a plot.
- e. Plots are nontransferable without prior written approval by the City, but may be sold back for the price designated by the City.
- f. The City Council shall have the authority to place a limit on the number of plots sold to a particular person, as well as such person's family and relatives. Furthermore, the City shall have the absolute right and discretion to determine whether a particular plot or plots will be sold to a specific person and where such cemetery plot or plots will be located. Such decision shall be based upon reasonable factors, including, but not limited to, the number of vacant plots available and whether family or relatives of the person seeking to purchase a plot or plots are buried adjacent or nearby the plot or plots requested.
- g. The City shall have the right to correct any errors that may be made concerning interments, disinterments, or in the description, transfer or conveyance of any plot, either by canceling the permit for a particular vacant plot or plots and substituting and conveying in lieu thereof another vacant plot or plots in a similar location within the cemetery or by refunding the money paid for the plot to the purchaser or the successor of the purchaser. In the event that an error involves the interment of the remains of any person, the City shall have the right to remove and transfer the remains so interred to another plot in a similar location in the cemetery in accordance with law.

### **30-28: Purchase Price for Plots and Charges**

- a. Each plot cost shall be defined in a fee schedule that is approved by City Council. A portion of this fee will go into the cemetery perpetual care fund. The lawful owner of any plot within the City shall promptly provide the City with any change in that owner's mailing address and contact information.
- b. All charges shall be paid to the City Finance Director.
- c. The City Council may by resolution modify fee schedule in subsection (a) to accommodate increased costs and needed reserve funds for cemetery maintenance and acquisition.
- d. The City may charge reasonable fees for the opening and closing of any plot, prior to and following a burial therein, and including the interment of ashes. Such fees shall be set from time to time by resolution of the City Council, defined in a fee schedule, and payable to the City.
- e. No plot shall be opened or closed except under the direction and control of the cemetery Sexton or such other individual as is designated by the City Council. The Sexton shall be given at least forty-eight (48) hours prior notice of when such grave opening or closing will occur. This subsection shall not apply to any grave opening, disinterment, or similar matter which is done pursuant to a valid court order or under the supervision and direction of local or state health department authorities.

### **30-30: Memorials, Markers, or Mausoleums**

- a. All markers and memorials must be comprised of stone or other equally durable composition and shall face the same direction as the markers and memorials around them. Any marker or memorial must also be in line with the other markers in that row, unless authorized by the sexton or city official.
- b. Only one (1) up-right marker or memorial shall be permitted per cemetery plot, or one marker or memorial in total where two adjoining plots share that one marker or memorial, however additional flush mount markers may be allowed on that space if room allows.
- c. Markers shall be no more than thirty (30) inches in width (or forty-eight (48) inches in width for a double marker), with an overall height of no more than thirty (30) inches above ground level, including the foundation.
- d. Individual markers for cremains shall be flush with the ground and shall be no more than twelve (12) inches by twenty-four (24) inches in size. Any marker on a half grave space must be a flush mount type, unless authorized by the Sexton or a city official.
- e. Any Persons wishing to place a monument that exceeds the above listed dimensions, must have prior authorization from the City

- f. The footing or foundation upon which any marker or memorial must be placed shall be constructed by the City, or such person(s) as may be designated by the City Council.
- g. Should any monument or memorial become unsightly, broken, moved off its proper site, dilapidated or a safety hazard, the City shall have the right, at the expense of the owner of the plot, to correct the condition or remove the same. The City shall make reasonable attempts to contact the owner of the plot prior to any such work beginning.
- h. The maintenance, repair and upkeep of a cemetery memorial, marker, urn or similar item is the sole responsibility of the heirs or family of the person buried at that location. The City has no responsibility or liability regarding the repair, maintenance or upkeep regarding any such marker, memorial, urn or similar item.

### 30-31: Interment Regulations

- a. Only one (1) person shall be buried in a plot, except for a parent and infant child or two (2) children buried at the same time when approved by the City.
- b. As many as 6 cremations may be placed in a grave space depending on space available in said grave, this will be determined by the Sexton or City Official.
- c. The City shall be given at least 48 hours notice in advance of any funeral to allow for the opening of the plot. The opening and closing of plots shall be done only by the City or such person or persons as are designated by the City.
- d. The appropriate form issued by the City for the cemetery plot involved, together with appropriate identification of the person to be buried therein and the burial-transit permit from the health department, shall be presented to either the Cemetery Sexton or the City Clerk (or designated City official) prior to interment. In the event such permit or form has been lost or destroyed, the City Clerk must be satisfied, from his or her records, that the deceased person to be buried in the plot is an authorized and appropriate person for that space before any interment is commenced or completed.
- e. If a winter burial cannot occur due to inclement weather, frozen ground or similar condition, the deceased person may be kept in winter storage until a spring burial can occur. There must be a storage authorization form completed and filed. Written permission by the next of kin or authorized agent must be obtained prior to winter storage. All such winter storage costs shall be paid by the estate of the deceased person or the person's next of kin.
  - i. The City is not responsible for winter storage of a body.
  - ii. The City may charge additional fees for winter burials.
  - iii. No winter burials shall occur without the prior consent of the Cemetery Sexton or city official.

- f. Cremains must be buried in a non-biodegradable container approved by the City in a plot or in a columbarium that has been installed by the City within the cemetery.
- g. No cremains shall be scattered or dispersed within the cemetery without prior consent of the Sexton.
- h. All burials shall be within a standard concrete vault, that complies all applicable Federal, State, and local laws, installed or constructed in each plot before interment. The City shall have the discretion to allow vaults of other suitable materials to be used.

### **30-32: Disinterment Regulations**

- a. No disinterment or digging up of an occupied grave shall occur until and unless any and all permits, licenses and written authorizations required by law for such disinterment or digging up of an occupied grave have been obtained from any applicable state or county agency, governmental unit or official, and a copy of the same has been filed with the City.
- b. The City Council shall have the authority to refuse to allow a disinterment or the digging up of an occupied grave (and to refuse to issue a City disinterment permit for the same) if the disinterment or digging up of an occupied grave is not done pursuant to a court order or does not have a reasonable basis.

### **30-33: Grounds Maintenance**

- a. Flower pots, urns and grave blankets may be placed and maintained in line with head stones of graves no earlier than April 1 and must be removed no later than November 1 of each year. Decorations will be permitted for holidays falling outside of these dates, but only for one (1) week prior and one (1) week following the holiday. Veteran flags and flag holders shall be governed by the Veteran's Administration rules and guidelines.
- b. No grading, leveling or excavating within a cemetery shall be allowed without the prior permission of the Cemetery Sexton or city official. Furthermore, no tree, shrub, landscaping or similar plantings shall occur without the prior permission of the Sexton.
- c. No flowers, shrubs, trees or vegetation of any type shall be planted outside of an urn. Any of the foregoing items planted without City approval shall be removed by the City or the Sexton.
- d. The City reserves the right to remove or trim any existing trees, plants or shrubs located within a cemetery in the interest of maintaining proper appearance and use of the cemetery.
- e. Mounds, bricks, blocks and any borders that hinder the free use of a lawn mower or other gardening apparatus are prohibited.

- f. The Sexton shall have the right and authority to remove and dispose of any and all growth, emblems, displays, containers and other items that through decay, deterioration, damage or otherwise become or are unsightly, a source of litter or a maintenance problem.
- g. Surfaces other than earth or sod are prohibited.
- h. All refuse of any kind or nature including, but not limited to, dried flowers, wreaths, papers and plastic flower containers must be removed from the cemetery within ten (10) days after a burial.
- i. No glass containers or items are allowed.
- j. Except for markers, memorials, flowers, and urns expressly allowed by this Ordinance, and flags as authorized by law, no other item (including, but not limited to, ornaments, signs, trellises, statues, benches, landscaping, bricks, stones, grave border materials or other structures) shall be installed or maintained within the cemetery, nor shall any grading, digging, mounding or similar alteration of the ground or earth occur except as authorized by this Ordinance or by the City.

**30-34: Forfeiture of Vacant Plots or Burial Spaces, Repurchase of Plots**

- a. Plots or burial spaces sold after the effective date of this Ordinance and remaining vacant for twenty-five (25) years or more from the date of their sale shall automatically revert to the City upon the occurrence of the following events:
  - i. Notice shall be sent by the City Clerk by first-class mail to the last known address of the last owner of record informing him/her of the expiration of the 25-year period and that all rights with respect to said plots or spaces will be forfeited if he/she does not affirmatively indicate in writing to the City Clerk within sixty (60) days from the date of mailing of such notice of his/her desire to retain such burial rights.
  - ii. No written response to said notice indicating a desire to retain the plots or burial spaces in question is received by the City Clerk from the last owner of record of said plots or spaces, or his/her heirs or legal representative, within sixty (60) days from the date of mailing of said notice.
- b. The City may repurchase any plot from the owner for a price set by the City Council, upon the written request of said owner or his or her legal heirs or representatives.

**30-35: Records**

- a. The City Clerk and/or the Sexton shall maintain records concerning all burials, plots, issuance of burial permits and any other records of the City related to

Riverside Cemetery, and the same shall be open to public inspection at all reasonable business hours.

### **30-36: Cemetery Hours**

- a. Unless otherwise specified by the City Council by resolution, Riverside Cemetery shall be opened from dawn to dusk. During closed hours, no person shall be present in the cemetery. Such prohibition on being present in the cemetery during the time when the cemetery is closed shall not apply to the Cemetery Sexton, any City official, a person accompanied by the Sexton or other City official, or any law enforcement or firefighting official when engaged in the lawful duties of any such office or position.
- b. The Cemetery Office hours will be Monday through Friday from 7am-3:30pm, except on holiday.

### **30-37: Prohibited Activities and Penalties**

- a. The following prohibitions shall apply within Riverside Cemetery:
  - i. No vehicles shall be permitted to drive on lawns or cemetery plots in the cemetery.
  - ii. There shall be no entry or presence in the cemetery by any person when the cemetery is closed or outside of authorized times.
  - iii. There shall be no headstones, ornaments, vases, plastic flowers, fences, benches, trellises, statues, signs or any other item placed, kept, installed or maintained in the cemetery except those expressly allowed by this Ordinance.
  - iv. There shall be no digging, grading or mounding unless expressly authorized by this Ordinance.
  - v. There shall be no driving of an automobile, truck or any vehicle on any portion of a cemetery except the designated roads or drives.
  - vi. There shall be no off-road motorcycles, snowmobiles, four-wheelers, go-carts or similar vehicles.
  - vii. There shall be no gathering of persons in excess of 50 people without prior City approval (except during or incidental to a funeral occurring concurrent with burial).
  - viii. There shall be no disinterment or grave openings unless approved by the City.
  - ix. There shall be no possession or consumption of any alcoholic beverage.
  - x. There shall be no picnicking without prior City approval.

- xi. There shall be no music, playing of any radio, or the use of any amplification device or similar item, except pursuant to a military ceremony or a funeral.
  - xii. There shall be no solicitation or peddling of services or goods or any signs or placards advertising any goods or services.
  - xiii. There shall be no littering or dumping.
  - xiv. There shall be no unlawful interference with or disruption of a lawful funeral or funeral procession.
  - xv. There shall be no private signs, lighting, moving displays or changeable copy on a sign.
  - xvi. There shall be no fires, candles or open flames without prior approval from the Sexton or a City official.
  - xvii. No children under twelve (12) years of age shall be allowed in the cemetery unless accompanied by an adult and are properly supervised by an adult.
  - xviii. There shall be no exceeding of posted speed limits.
  - xix. There shall be no loose domestic animals of any kind or unleashed pets allowed within the cemetery grounds. However, this prohibition shall not apply to dogs assisting handicapped persons.
  - xx. No firearms or archery arrows shall be discharged or shot; except a military or other veterans organization who may carry arms for the purpose of firing over the grave at the burial of a member.
  - xxi. Cremains or ashes of a deceased person shall not be scattered or dispersed without prior approval from the Sexton or city official.
  - xxii. There shall be no dumping, vandalizing or tipping over of any lawful garbage container or receptacle.
- b. Each day during which any violation continues shall be deemed to constitute a separate offense.
  - c. Unless otherwise set forth herein, a violation of any section of Chapter 30 shall constitute a misdemeanor punishable by up to 90 days in jail, up to \$500 in fines, or both.
  - d. The following violations of Chapter 30 shall constitute a municipal civil infraction, with a first offense being punishable by a fine of \$100, a second offense being punishable by a fine of \$200.00, and any subsequent offense punishable by a fine of \$500.00:
    - a. 30-37(a)(i)
    - b. 30-37(a)(ii)
    - c. 30-37(a)(iii)
    - d. 30-37(a)(iv)

- e. 30-37(a)(v)
- f. 30-37(a)(vi)
- g. 30-37(a)(vii)
- h. 30-37(a)(x)
- i. 30-37(a)(xi)
- j. 30-37(a)(xii)
- k. 30-37(a)(xiii)
- l. 30-37(a)(xiv)
- m. 30-37(a)(xv)
- n. 30-37(a)(xvi)
- o. 30-37(a)(xvii)
- p. 30-37(a)(xviii)
- q. 30-37(a)(xix)
- r. 30-37(a)(xxii)

**30-38: Cemetery Sexton**

- a. The City shall appoint a Cemetery Sexton, who shall serve at the discretion of the City Manager.
- b. The Cemetery Sexton shall be primarily responsible for the enforcement and administration of this Ordinance.
- c. The following city officials shall be authorized to assist the Cemetery Sexton with the enforcement and administration of this Ordinances when necessary:
  - a. City Manager;
  - b. Director of Public Services;
  - c. Deputy Director of Public Services;
  - d. City Clerk;
  - e. Any Albion Department of Public Safety Officer;
- d. The Cemetery Sexton shall have such duties and obligations with regard to the cemetery as may be specified from time to time by the City Manager, Director of Public Services and/or Deputy Director of Public Services.

**30-39: Appeals to the City Manager**

- a. Any party aggrieved by any interpretation or decision made by the Cemetery Sexton, agent or contractor pursuant to this Ordinance, as well as any matter relating to the cemetery, rights to a plot, or other matter arising pursuant to this Ordinance, shall have the right to appeal that determination/decision or matter to

the City Manager. Any such appeal shall be in writing and shall be filed with the City Clerk within thirty (30) days of the date of the decision, determination or other matter being appealed from. The decision of the City Manager on any such appeal shall be final.

Repealer: All other ordinances in conflict or inconsistent with this ordinance are hereby repealed.

Severability: The provisions of this Ordinance are deemed to be severable and should any provision, section, or party thereof be declared to be invalid, the remainder of the ordinances shall continue in full force and effect.

This Ordinance shall take effect after publication on May 2, 2018.

First Reading:  
March 19, 2018

Second Reading & Adoption:  
April 2, 2018

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

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

\_\_\_\_\_  
Jill Domingo  
City Clerk

\_\_\_\_\_  
Garrett Brown,  
Mayor

**Resolution #2018-09**

A RESOLUTION TO APPROVE AMENDMENT TO SCHEDULE OF FEES TO  
INCLUDE NEW CEMETERY FEES

**Purpose and Finding:** The cemetery ordinance has been recently amended to include significantly more detail and to outline the various services provided by the cemetery. As a result of these amendments, the City schedule of fees needs to be updated to reflect the cemetery services for which various fees may be charged. As such, it is recommended that the attached fees be adopted and integrated into the City of Albion's schedule of fees.

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

**RESOLVED**, that the City Council hereby approves and adopted the attached schedule of fees (dated August 21, 2017) for cemetery services and to the extent possible, the attached schedule shall be integrated into the City's schedule of fees for City services.

Date: March 19, 2018

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

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

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

I certify that this resolution was adopted by the City Council of the City of Albion on March 19, 2018.

\_\_\_\_\_  
Jill Domingo  
City Clerk

**City of Albion  
Riverside Cemetery  
Fee Schedule  
21-August-2017**

**Grave Charges**

**Resident:**

Full Burial Plot (38"X96")	\$600
Half Burial Plot (38"X48")	\$450
Columbarium Niche	\$450

**Non-Resident:**

Full Burial Plot (38"X96")	\$1200
Half Burial Plot (38"X48")	\$900
Columbarium Niche	\$900

**Notes:**

- a) To be considered a resident of Albion, purchasers' principle domicile must be within the City limits.
- b) Former City Council members and Mayors may purchase up to two(2) burial plots at the residential price even if they no longer reside within the city.
- c) Veterans whose principle domicile is within the city may purchase their burial plot for 10% of the normal cost, regardless if it is a full, half, or columbarium
- d) Half burial plots are for small children, infants, cremations, or pets (excluding Livestock) within a designated area of the cemetery.
- e) Burial Plots may be reserved and paid for over the period of one(1) year from the date of sale. However a burial cannot take place in the plot until it is paid in full. A Burial Right Certificate will not be issued until the plot is paid in full. If a burial plot is not paid in full within one(1) year, it will be considered forfeit and returned to the City to be resold to the public. Any money paid up to that point will be returned to the purchaser.
- f) Burial plots may be sold back to the city for the price that it was originally purchased for.
- g) Burial plots must be assigned to the specific name of who will be interred in each plot at the time of purchase. Assignments will be made on 'Change of Name Designation' form.

**City of Albion  
Riverside Cemetery  
Fee Schedule  
21-August-2017**

**Burial Plot Transfers:**

Resident to non-resident (excluding immediate family)	\$600
All other transfers	\$50

Notes:

- a) Immediate family will be: spouse, parent, parent-in-law, children, and step children.

**Grave Opening/Closing**

<b>Type of Opening/Closing</b>	<b>Mon-Fri</b>	<b>Saturday</b>	<b>Sunday/Holiday</b>
Full Burial (adult)	\$600	\$900	\$1200
Half Burial (infant, child, pet)	\$300	\$450	\$600
Cremation	\$200	\$300	\$400
Cremation with Vault	\$300	\$450	\$600
Scatter of Cremation	\$150	\$200	\$300
Columbaria	\$300	\$450	\$600
Disinterment	\$900	\$1350	\$1800
Disinterment of Cremation	\$500	\$750	\$1000

Notes:

- a) An additional fee of \$100 per burial may be charged during the winter months. This will be determined by the Sexton or a City Official.
- b) An addition fee of \$100 per hour will be charged anytime a service last past 3pm and a cemetery employee must remain. This will be charged in thirty(30) minute intervals.
- c) An additional fee of \$100 per hour will be charged anytime a service last longer than three(3) hours on a Saturday, Sunday, or holiday. This will be charged in thirty(30) minute intervals.

**City of Albion  
Riverside Cemetery  
Fee Schedule  
21-August-2017**

- d) Holidays are: New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day.
- e) As many as six(6) cremations may be placed on a full burial plot, in addition to a full burial. This of course is dependent on many factors including but not limited to: location of trees and shrubs, size of cremation urns, and depth of burial vault. However, only one upright marker is allowed per burial plot. Additional flush markers may be placed on the burial plot as long as they do not interfere with the normal care of the plot.

**Foundations**

New foundation	\$0.53 per square inch
Removal of foundation	\$0.53 per square inch

\*There will be a minimum charge of \$45 per foundation regardless of size

Notes:

- a) All up-right markers and monuments will be set on a poured concrete or precast concrete foundation in line with the other markers in that row.
- b) All flush-mount markers and monuments must also be on a poured or precast concrete foundation. These markers do not have to be in line, but they must not interfere with the normal care of a burial plot.
- c) The construction and placement of all foundations will be handled by the City.
- d) Foundations must be paid in full before they can be set in place.

**\*All fees and charges are determined time to time by City Council resolution\***



(<http://democracycollaborative.org/>)

## Overview (/resource-type/overview)

# Community Development Corporations (CDCs)

Community Development Corporations (CDCs) are nonprofit, community-based organizations focused on revitalizing the areas in which they are located, typically low-income, underserved neighborhoods that have experienced significant disinvestment. While they are most commonly celebrated for developing affordable housing, they are usually involved in a range of initiatives critical to community health such as economic development, sanitation, streetscaping, and neighborhood planning projects, and oftentimes even provide education and social services to neighborhood residents.

CDCs play a critical role in building community wealth for several key reasons:

- They anchor capital in communities by developing residential and commercial property, ranging from affordable housing to shopping centers and even businesses.
- At least one-third of a CDC's board is typically composed of community residents, allowing for the possibility of direct, grass-roots participation in decision-making.
- CDCs' work to enhance community conditions oftentimes involves neighborhood organizing, a process critical for empowering residents and gaining political power.

### History

Motivated to action following a tour of Brooklyn's marginalized Bedford-Stuyvesant neighborhood in 1966, Senator Robert Kennedy proposed supporting CDCs to catalyze community-based physical, economic, and social programs aimed at improving neighborhood conditions. Believing in the model's potential, the Ford Foundation and federal government invested millions each in such organizations—investments that enabled these enterprises to flourish across the country as people sought new ways to fight urban poverty.

**Community-wealth.org houses the most up-to-date collection of resources focused on CDCs and their role in community wealth building. Below is a glimpse of the rich array of materials you will find as you explore our site:**

Our **Support Organizations (/strategies/panel/cdcs/support.html)** section features major organizations working to advance community development work across the nation. Here, you can find out more information about those assisting CDCs, including three important intermediaries: LISC (Local Initiatives Support Coalition), Enterprise Community Partners, and NeighborWorks America.

### Key Facts & Figures

(based on the last two industry surveys [2006, 2010])

## More on Community Development Corporations (CDCs)...

### Overview

(/strategies/panel/cdcs/index.html)

### Support Organizations

(/strategies/panel/cdcs/support.html)

### Models and Best Practices

(/strategies/panel/cdcs/models.html)

### Research Resources

(/strategies/panel/cdcs/research.html)

### Articles and Publications

(/strategies/panel/cdcs/articles.html)

### Toolbox (/content/community-development-corporation-cdc-tools)

## Featured in Community Development Corporations (CDCs):

Video: Building a regenerative community on Pine Ridge (/content/building-regenerative-community-pine-ridge)

Infographic: The Impact of Community Development Corporations (/content/infographic-impact-community-development-corporations)

Community Wealth Cities (/strategies/cw-cities/index.html)

Community Wealth Graphics (/infographics)

Community Wealth Interviews (/c-w-interviews)

Community Wealth Map (/map)

Community Wealth Videos (/videos)

Anchor Institutions (/strategies/panel/anchors/index.html)

The Cleveland Model (/content/cleveland-model-how-evergreen-cooperatives-are-building-community-wealth)

Community Development Corporations (CDCs) (/strategies/panel/cdcs/index.html)

Community



Social Enterprise  
</strategies/panel/social-enterprise/index.html>



State and Local Investments  
</strategies/panel/state-local/index.html>

Transit Oriented Development  
</strategies/panel/tod/index.html>

University & Community Partnerships  
</strategies/panel/universities/index.html>

Worker Cooperatives  
</content/worker-cooperatives>

Number	4,600 located across all 50 states (2006)
Average annual housing production	96,000 units (2010)
Average annual commercial space production	7.41 million square feet (2010)
Jobs created by CDC activity per year	75,000 (2006)
CDCs that have equity investments in business operations	17% (2006)
CDCs that operate one or more businesses	21% (2006)

**Our Best Practices**

[Calendar \(/calendar/upcoming\\_events\)](#)

[Blog \(/blog\)](#)

[Map \(/map\)](#)

Featured from the directory: New Community Corporation (</content/new-community-corporation>)

Publication: Collective Strength: The \$3.3 Billion Impact of Philadelphia Community Development Corporations (</content/collective-strength-33-billion-impact-philadelphia-community-development-corporations>)

[\(/strategies/panel/cdcs/models.html\)](/strategies/panel/cdcs/models.html) section showcases exemplary CDCs from across the country working to affect positive, sustainable change. For instance, one such organization is New Community Corporation (<http://community-wealth.org/content/new-community-corporation>) in Newark, New Jersey. One of the largest CDCs in the U.S., it employs more than 600 community residents, manages 2,000 housing units, and serves more than 50,000 community residents a year through its comprehensive healthcare, social service, job training, education, and arts programs.

Our **Research Resources** (</strategies/panel/cdcs/research.html>) section highlights some of the best web-based resources focused on community development. For example, the LISCC Online Resource Library is a searchable database through which users can access and download hundreds of publications.

Our **Articles and Publications** (</strategies/panel/cdcs/articles.html>) section includes links to a diverse selection of articles, reports, papers, and books focused on community development. One such report is Karen Black's Collective Strength: The \$3.3 Billion Impact of Philadelphia Community Development Corporations (<http://community-wealth.org/content/collective-strength-33-billion-impact-philadelphia-community-development-corporations>) (December 2012), which provides a clear snapshot of the potential of CDCs to affect positive community change by documenting the collective economic impact of CDCs within Philadelphia.

Our **Tool Box** (</content/community-development-corporation-cdc-tools>) features top-notch resources designed to help on-the-ground practitioners working in the community development field. For instance, the NACEDA Communications Toolkit (<http://community-wealth.org/content/naceda-communications-toolkit>) is a guide specifically designed to help community development practitioners describe and promote their work to a diverse range of stakeholders.

And, lastly, our **Policy Guide** (<http://community-wealth.org/strategies/policy-guide/index.html>) provides an overview of related federal initiatives and programs that can help practitioners leverage resources and increase their impact. For example, Community Development Block Grants (CDBG) (<http://community-wealth.org/strategies/policy-guide/cdbg.html>) have been a critical source of funds for expanding CDC activities.

**About**

- Mission (</about/vision-mission.html>)
- Contact (<http://democracycollaborative.org/contact>)
- Search (</search-ex>)

**Resources**

- Strategies and Models (</strategies/index.html>)
- Support Organizations (<http://community-wealth.org/content/support-organizations>)

**Stay up to date**

**Strategies and models:**

- Anchor Institutions (</strategies/panel/anchors/index.html>)
- The Cleveland Model (</content/cleveland-model-how-evergreen-cooperatives>)



Proposal Number: 0166-238320  
March 9, 2018

Professional Service Industries, Inc.  
37483 Interchange Drive  
Farmington Hills, Michigan 48335-1026  
Tel: +1-248-957-9911  
Fax: +1-248-957-9909

Mr. John Tracy  
Director of Planning, Building, Code Enforcement  
City of Albion  
112 West Cass Street  
Albion, Michigan 49224-1731

Regarding: Proposal for Pre-Demolition Asbestos Inspection and  
Hazardous Materials Assessment Services  
Commercial/Residential Structures  
608 Austin Avenue  
Albion, Calhoun County, Michigan 49224-1196  
Proposal Number: 0166-238320

Dear Mr. Tracy:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal to conduct a Pre-Demolition, Asbestos/Hazardous Material (HazMat) Assessment at the subject property. Presented below is a review of provided project information, the proposed scope of services, our proposed schedule, and fee.

## **PROJECT INFORMATION**

PSI obtained project information from the following sources:

- A Real Estate Summary Sheet dated March 8, 2018.

Based on the information identified above, PSI understands that the subject property is approximately 0.22-acres in size, measuring approximately 72 feet (frontage along Austin Avenue) by 132 feet. The property is developed with three contiguous commercial/residential structures. PSI also understands that the northern structure is one-story in height, and approximately 428 square feet in size. The center structure is two-stories in height, and approximately 864 square feet in size. The south structure is 1.5-stories in height, and approximately 826 square feet in size. Together the three commercial/residential structures are approximately 2,118 square feet in size. The construction date is unknown.

## **ASBESTOS / HAZMAT ASSESSMENT SCOPE OF SERVICES**

The purpose of the scope of work is to perform a pre-demolition asbestos assessment of the pre-fabricated fiberglass shelter building. This assessment is intended to identify all asbestos-containing material (ACM) as required by the United States (US) Environmental Protection Agency (EPA) National





Emission Standards for Hazardous Air Pollutants (NESHAP) and the US Occupational Safety and Health Administration (OSHA). Additional information relative to friability, quantity, and condition is provided to assist the owner or his representative in the appropriate decisions involved with planning the demolition or renovation. Regulations pertaining to asbestos pre-renovation assessments include 40 Code of Federal Regulations (CFR) Part 61 (EPA NESHAP) and 29 CFR 1926.1101 (OSHA Asbestos in Construction).

- PSI will provide State of Michigan Accredited Asbestos Inspector(s), working under the direction of an PSI Principal Consultant (PC), to perform a walk-through evaluation of accessible and/or exposed areas within the subject site.

#### Record Document Review

Drawings, floor plans, historical data, laboratory reports, or other documents provided to PSI or made available on site will be evaluated for the general design and layout of the facility as well as to assist in the identification of ACM or suspect ACM. Other documents such as maintenance records, operation logs, etc. provided to PSI or made available on site will also be reviewed. Where laboratory analysis of materials is consistent with current regulatory requirements, PSI shall incorporate such test results into our current evaluation of the building.

#### On-Site Visual Evaluation

PSI will perform a visual evaluation focusing on identification of suspect ACM. Suspect ACM shall be grouped into homogeneous areas on the basis of color, texture, use, and apparent construction era. Each homogeneous area shall be given a unique identifying description to assist the user in identifying the ACM within the building, structure, or area.

The locations, quantities, and conditions of each homogeneous area of ACM, as well as an assessment of friability for each ACM shall be recorded on a room by room (or area by area) basis. A hand pressure test shall be used to determine friability.

Quantification of identified ACM that are accessible and exposed will be conducted using visual estimation by a certified asbestos inspector. This visual estimation shall be performed in accordance with generally accepted practices in the asbestos industry. These values shall be sufficiently accurate for the purpose of documenting the presence of asbestos within its space for the purpose of identifying abatement control conditions or for general policy considerations. Actual quantities may differ between visually estimated values and physical measurements.

#### Intrusive Evaluations

The inspection team shall select representative areas to perform an intrusive evaluation of void spaces within the building or structure. Such inspections shall be made by creating an opening of sufficient size to determine the presence, condition, and estimated quantity of suspect ACM within. Void spaces which may be evaluated include locations of suspected pipe or Heating, Ventilation, Air Conditioning (HVAC) chases, wall cavities where fireproofing or other ACM is suspected, above finished ceiling systems where



ACM is likely to exist, within pipe trenches, or within other concealed locations. Although PSI shall make an attempt to identify all areas of ACM, an exhaustive investigation of void spaces is not included in the scope of services for this project. PSI will not enter any confined spaces.

Restoration of systems and finishes to pre-existing conditions shall not be provided. The client may retain the services of an independent contractor or provide maintenance personnel to provide patching of intrusive evaluation locations. In the event that the client elects to provide patching, PSI shall coordinate activities with the owner's representative, provided that the intrusive evaluations may be scheduled while PSI is on site for the balance of the assessment activities.

#### Photographic Documentation

Photographic images will be collected to document site conditions identified by the inspection team. Photographic documentation shall be used illustrate construction type, space characteristics, or to assist material identification.

#### Homogeneous Area Sampling

PSI shall collect representative samples of each homogeneous area of suspect ACM by coring through the material to the base substrate. At a minimum, three samples shall be collected for each homogeneous area of suspect thermal system insulation, samples of surfacing materials shall be collected in accordance with the Asbestos Hazard Emergency Response Act (AHERA) 3-5-7 rule, and miscellaneous materials shall be collected in a manner sufficient to determine whether the material is an ACM. Sample locations shall be randomly chosen to the extent possible; however, PSI shall preferentially collect samples from hidden or obscure locations. PSI shall additionally, attempt to collect samples from areas of pre-existing damage. Sample core locations shall be encapsulated following sample extraction with a liquid spray encapsulant. Patching and/or restoring of sample locations shall not be provided. Homogeneous areas that are not sampled, due to limitations in the scope of services, shall be identified as assumed ACM and listed as assumed ACM in PSI's Asbestos Assessment Report. Roofing Materials and exterior building materials will be sampled as part of this assessment.

#### Laboratory Analysis

Samples shall be submitted to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory, which is accredited for the analysis of asbestos bulk samples under the NVLAP. Samples of thermal surfacing insulation (TSI) and miscellaneous materials shall be analyzed on a first positive stop basis. Analysis shall be performed by Polarized Light Microscopy (PLM), EPA Method 600/R-93-116 (Asbestos in Bulk Building Materials). For materials with low concentrations of asbestos, a point count quantification of asbestos concentrations may be performed for an additional fee. PSI will provide this additional analysis only with the written authorization of the client via a change order.

#### HAZMAT Assessment

During PSI's asbestos assessment, the field inspectors will review the interior of the buildings for items or devices that typically contain PCBs (i.e., fluorescent light ballasts or electric transformers) or elemental mercury (i.e., fluorescent and high intensity discharge lamps, thermostats, water heaters, furnaces and



ranges, manometers, pressure gauges, float and level switches) refrigeration/cooling units (CFC containing equipment). PSI will note the general location and quantity of the items and in the final report.

## **REPORT**

A report of our findings will be prepared for each building and one electronic copy shall be provided. The report will be reviewed by an PSI Principal Consultant who specializes in asbestos sampling and pre-demolition/renovation asbestos and HazMat assessments.

The report will include our observations along with data, photographs, drawings, tables, etc. as required to document our findings. The report will also include research findings, analytical results, Computer Aided Diagram (CAD) sample location plans, assessment rationale, and conclusions regarding the asbestos containing materials.

## **SCHEDULE**

PSI proposes to deliver the Asbestos / HazMat Assessment Report ESA reports within approximately fifteen business days of site work authorization. Completion of the project may be affected by access to the property, the availability of information, and other factors.

## **PROJECT TEAM**

PSI's project team will include State of Michigan accredited asbestos inspector(s). PSI's project teams have performed pre-demolition environmental assessments on thousands of structures including airports, military bases, schools, industrial facilities, and hospitals.

## **COST SUMMARY FOR PROJECT**

The fees for the tasks outlined above are presented below.

Mobilization, Field work, Samples, and Report Includes up to 50 Asbestos Bulk Samples/Layers	<b>\$1,800</b>
Additional Bulk Samples/Layers (greater than 50)	\$15 each

Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond PSI's control, will be invoiced on a time and expense basis. A Schedule of Services and Fees is enclosed and incorporated by reference. Additional work will not be performed without prior authorization.

## **AUTHORIZATION**

To execute this proposal, please sign and complete the proposal authorization and instructions for payment below, and return one copy of this proposal to our office. We will proceed with the work upon receipt of proposal authorization. PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.



The sampling methods used by PSI in performing its services may result in the disturbance or dispersal of mold spores. The client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or reoccurrence of mold amplification.

PSI appreciates the opportunity to provide environmental consulting services for your project and looks forward to working with you. PSI provides additional consulting services, which include geotechnical engineering and consulting, construction materials testing and inspection services, roof consulting and inspection services, pavement and asphalt testing services, and specialty engineering and testing.

If you have any questions, please feel free to call us at 248.957.9911 to discuss this proposal or any of the services listed above.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Nick G. George, REPA  
Project Scientist  
Environmental Professional  
[nick.george@psiusa.com](mailto:nick.george@psiusa.com)

W. James Boland  
Department Manager  
Environmental Services  
Principal Consultant  
[james.boland@psiusa.com](mailto:james.boland@psiusa.com)

Attachments: Proposal Authorization & Payment Instructions  
Contact Information Sheet  
PSI General Conditions  
Services Flyer



Proposal Number: 0166-238320

City of Albion

March 9, 2018

Page 6 of 11

## ATTACHMENTS



## PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS

### Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

_____	_____		
Authorized By (please print)	Signature		
_____	_____		
Title	Firm		
_____			
Address			
_____			
_____	_____	_____	_____
City	State	Zip Code	Telephone
_____		_____	
Date	Purchase Order No. / Project Tracking No. (if applicable)		

### Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

_____	_____		
Firm	Attention		
_____	_____		
Address	Title		
_____	_____	_____	_____
City	State	Zip Code	Telephone
_____			
Authorizing Party's Relationship to Invoice Payment Party			

### Reliance Parties

Please include the following additional parties in the reliance for the report:

---



**CONTACT INFORMATION SHEET**

Please provide contact information for the parties below (if known) and return to PSI along with the signed and completed Proposal Authorization & Payment Instructions and User Questionnaire.

**PRIMARY USER CONTACT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

**SECONDARY USER CONTACT (if any)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

**CURRENT OWNER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

**KEY SITE MANAGER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

**CURRENT FACILITY OPERATOR**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

**PAST OWNER OR OPERATOR**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

**OTHER PARTIES LIKELY TO HAVE MATERIAL INFORMATION REGARDING PROPERTY OR VES**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



### GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

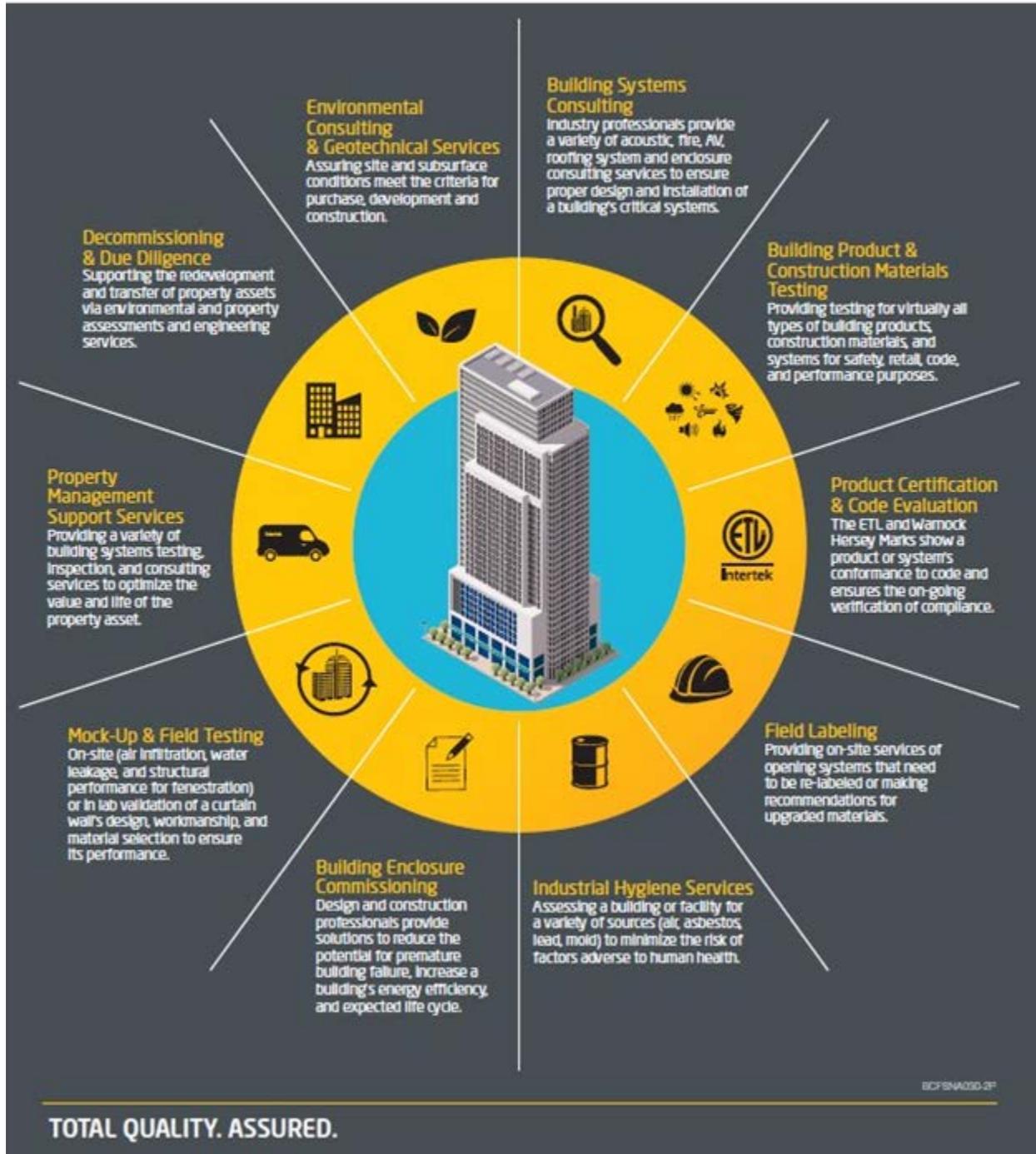
NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



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SITE NAME: Albion South  
SITE NUMBER: MI-2755  
ATTY/DATE 01-23-18

**LAND LEASE AGREEMENT**

**THIS LAND LEASE AGREEMENT** (the "**Agreement**") made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **CITY OF ALBION**, a Michigan municipality, with its principal offices located at 112 West Cass Street, Albion, Michigan 49224, hereinafter designated "**LESSOR**", and **NEW PAR**, a Delaware partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "**LESSEE**". The LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

**WITNESSETH**

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

**1. GRANT.** In accordance with this Agreement, LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR the Premises (as hereinafter defined) and LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("**Use**") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 1000 North Brownswood Drive, in the City of Albion, Calhoun County, Michigan (the "**Property**"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "**Premises**" are a portion of the Property, are approximately 2,475 square feet, and are shown on Exhibit "B", attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

**2. INITIAL TERM.** This Agreement shall be effective as of the date of execution and delivery by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "**Commencement Date**" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

**3. EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then-current term. The initial term and all extensions shall be collectively referred to herein as the "**Term**".

**4. RENTAL.**

(a) (i) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$14,400.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 112 West Cass Street, Albion, Michigan 49224, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(ii) The annual rental for the first 5-year extension term shall be \$15,120.00; the annual rental for the second 5-year extension term shall be \$15,876.00; the annual rental for the third 5-year extension term shall be \$16,669.80; and the annual rental for the fourth 5-year extension term shall be \$17,503.29.

(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

**5. ACCESS; SERVICES.** LESSOR hereby grants to LESSEE and LESSEE shall have the non-exclusive right and easement for the purpose of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises, and for the purpose of the installation, operation and maintenance of LESSEE's communications equipment, over or along a 30-foot wide easement and right-of-way and a 6-foot wide easement and right-of-way, which shall be depicted on Exhibit "B", and such other easements and rights-of-way as hereinafter described and needed (collectively, the "**Easements**"). LESSEE may also use the Easements exclusively for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right and easement to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

**6. CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

**7. IMPROVEMENTS.** The communications equipment, including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements, shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

**8. GOVERNMENT APPROVALS.** LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

**9. TERMINATION.** LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (a) any applications for such Government Approvals should be

finally rejected; (b) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (c) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) LESSEE determines any structural analysis is unsatisfactory; (e) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

**10. INDEMNIFICATION.** Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

**11. INSURANCE.** The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

**12. LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

**13. INTERFERENCE.**

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then-existing equipment of LESSEE.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR (at (517) 629-5535), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

**14. REMOVAL AT END OF TERM.** Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

**15. HOLDOVER.** If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

**16. RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("**LESSOR's Notice**"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in

which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

**17. RIGHTS UPON SALE.** Should LESSOR, at any time during the Term, decide (a) to sell or otherwise transfer all or any part of the Property, or (b) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

**18. LESSOR'S TITLE.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

**19. ASSIGNMENT.** Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (a) any entity in which the Party directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in the Party; or (c) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

**20. NOTICES.** Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Albion  
112 West Cass Street  
Albion, Michigan 49224  
Attention: City Manager

LESSEE: NEW PAR  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

**21. SUBORDINATION AND NON-DISTURBANCE.** Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the agreement of the encumbering party ("**Lender**") that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (a) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (b) agrees to attorn to Lender if Lender becomes the owner of the Property and (c) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

**22. DEFAULT.** It is a "**Default**" if (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 10 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 10 days and diligently pursue the cure to

completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

**23. REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

**24. ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("**EH&S Laws**"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

**25. CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

**26. CONDEMNATION.** If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

**27. APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property in compliance with all applicable federal laws, applicable laws of the State of Michigan, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to

the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits). LESSOR and LESSEE further agree that any and all disputes, claims, lawsuits, or causes of action, arising out of this lease, shall be exclusively litigated in the state or federal courts covering Calhoun County, State of Michigan.

**28. TAXES.**

(a) LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

**29. NON-DISCLOSURE.** The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

**30. MOST FAVORED LESSEE.** LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

**31. MISCELLANEOUS.** This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the State of Michigan, without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

**IN AGREEMENT WHEREOF,** the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**CITY OF ALBION**  
a Michigan municipality

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**LESSEE:**

**NEW PAR d/b/a Verizon Wireless**

By: Verizon Wireless (VAW), LLC,  
its Managing General Partner

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

***Legal Description of Overall Parcel***

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.

**Legal Descriptions of Premises and Easements**

Commencing at the South 1/4 corner of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan; thence N 01°17'44" E, 724.50 feet along the north-south 1/4 line of said Section 34; thence S 88°42'16" E, 665.40 feet to the POINT OF BEGINNING:

thence S 86°34'58" E, 55.00 feet;  
thence S 03°25'02" W, 45.00 feet;  
thence N 86°34'58" W, 55.00 feet;  
thence N 03°25'02" E, 45.00 feet to the POINT OF BEGINNING;

being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan; containing 2,475 square feet or 0.057 acres of land, more or less;

Together with a 30-foot wide easement for ingress, egress and public utilities, the centerline of said easement is described as follows:

Commencing at the South 1/4 corner of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan; thence N 01°17'44" E, 724.50 feet along the north-south 1/4 line of said Section 34; thence S 88°42'16" E, 665.40 feet; thence S 86°34'58" E, 55.00 feet; thence S 03°25'02" W, 45.00 feet; thence N 86°34'58" W, 28.00 feet to the POINT OF BEGINNING:

thence S 03°25'02" W, 127.00 feet  
thence S 86°34'58" E, 105.00 feet;  
thence S 24°52'16" E, 43.51 feet;  
thence S 01°47'15" W, 40.00 feet;  
thence S 88°12'45" E, 245.00 feet to the POINT OF ENDING;

being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan; except any part, deeded, or used for public road purposes;

And together with a 6 foot wide easement for public utilities, the centerline of said easement is described as follows:

Commencing at the South 1/4 corner of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan; thence N 01°17'44" E, 724.50 feet along the north-south 1/4 line of said Section 34; thence S 88°42'16" E, 665.40 feet; thence S 86°34'58" E, 55.00 feet; thence S 03°25'02" W, 45.00 feet; thence N 86°34'58" W, 28.00 feet; thence S 03°25'02" W, 5.00 feet to the POINT OF BEGINNING:

thence N 86°34'58" W, 32.00 feet to a POINT "A"  
thence S 03°25'02" W, 50.00 feet;  
thence S 01°47'31" W, 140.00 feet to the POINT OF ENDING;

being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan;

And re-commencing at the aforementioned POINT "A";

thence N 03°25'02" E ,82.00 feet;

thence N 17°07'42" E, 45.00 feet to the south right-of-way line of the Michigan Central Railroad and the  
POINT OF ENDING;

being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan.

**EXHIBIT "B"**  
**SITE PLAN OF THE PREMISES**

Please see attached.

**MEMORANDUM OF LAND LEASE AGREEMENT**

**THIS MEMORANDUM OF LAND LEASE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **CITY OF ALBION**, a Michigan municipality, with its principal offices located at 112 West Cass Street, Albion, Michigan 49224, hereinafter designated "**LESSOR**", and **NEW PAR**, a Delaware partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "**LESSEE**". LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "**Agreement**") on \_\_\_\_\_, 2018, for an initial term of 5 years, commencing on the Commencement Date, as defined in the Agreement and as hereinafter described. The Agreement shall automatically be extended for four additional 5-year terms unless the LESSEE terminates it at the end of the then-current term by giving the LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then-current term. The initial term and all extensions shall be collectively referred to as the "**Term**".

2. LESSOR owns that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "**Property**"), located at 1000 North Brownswood Drive, in the City of Albion, Calhoun County, Michigan, described as the "Overall Parcel" in **Exhibit "A"**, attached hereto and made a part hereof. Pursuant to and in consideration of the rental and other agreements set forth in the Agreement, LESSOR hereby leases to LESSEE a portion of the Property, being described as an approximately 2,475 square foot parcel (the "**Premises**"). Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in the Agreement).

3. Pursuant to and in consideration of the rental and other agreements set forth in the Agreement, LESSOR also hereby grants to LESSEE the rights, easements and rights-of-way over or along a 30-foot wide easement and right-of-way and a 6-foot wide easement and right-of-way, which shall be de-

scribed and depicted on Exhibit "B", and such other easements and rights-of-way as hereinafter described and needed (collectively, the "**Easements**"), for the following purposes: (a) non-exclusive ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises, (b) exclusive installation, operation and maintenance of LESSEE's communications equipment, and (c) exclusive installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR also agrees to grant LESSEE or the provider the right and easement to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR.

4. The Agreement was effective as of the date of execution and delivery by both Parties. The term of the Agreement begins on the first day of the month following the Commencement Date. The "**Commencement Date**" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

5. LESSEE has the right of first refusal to purchase the Premises during the Term of the Agreement.

6. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE, as though fully set forth herein.

7. The sole purpose of this Memorandum is to give notice of the Agreement and all of its terms, covenants and conditions. This Memorandum shall not modify in any manner the terms, conditions or intent of the Agreement. The Parties acknowledge and agree that this Memorandum is not intended nor shall it be used to interpret the Agreement or determine the intent of the Parties under the Agreement.

**IN WITNESS WHEREOF**, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:**

**CITY OF ALBION**

a Michigan municipality

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSEE:**

**NEW PAR d/b/a Verizon Wireless**

By: Verizon Wireless (VAW), LLC,  
its Managing General Partner

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSOR'S ACKNOWLEDGMENT**

STATE OF MICHIGAN            )  
                                          ) SS.  
COUNTY OF CALHOUN         )

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, on \_\_\_\_\_, 2018, by the Manager of the **CITY OF ALBION**, a Michigan municipality, on behalf of the municipality.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in Calhoun County  
My commission expires:





**EXHIBIT "A"**  
**(Legal Descriptions)**

***Legal Description of Overall Parcel***

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 North-

west 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.

***Legal Descriptions of Premises and Easements***

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thence S 86°34'58" E, 55.00 feet;  
thence S 03°25'02" W, 45.00 feet;  
thence N 86°34'58" W, 55.00 feet;  
thence N 03°25'02" E, 45.00 feet to the POINT OF BEGINNING;

being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan; containing 2,475 square feet or 0.057 acres of land, more or less;

Together with a 30-foot wide easement for ingress, egress and public utilities, the centerline of said easement is described as follows:

Commencing at the South 1/4 corner of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan; thence N 01°17'44" E, 724.50 feet along the north-south 1/4 line of said Section 34; thence S 88°42'16" E, 665.40 feet; thence S 86°34'58" E, 55.00 feet; thence S 03°25'02" W, 45.00 feet; thence N 86°34'58" W, 28.00 feet to the POINT OF BEGINNING:

thence S 03°25'02" W, 127.00 feet  
thence S 86°34'58" E, 105.00 feet;  
thence S 24°52'16" E, 43.51 feet;  
thence S 01°47'15" W, 40.00 feet;  
thence S 88°12'45" E, 245.00 feet to the POINT OF ENDING;

being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan; except any part, deeded, or used for public road purposes;

And together with a 6 foot wide easement for public utilities, the centerline of said easement is described as follows:

Commencing at the South 1/4 corner of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan; thence N 01°17'44" E, 724.50 feet along the north-south 1/4 line of said Section 34; thence S 88°42'16" E, 665.40 feet; thence S 86°34'58" E, 55.00 feet; thence S 03°25'02" W, 45.00 feet; thence N 86°34'58" W, 28.00 feet; thence S 03°25'02" W, 5.00 feet to the POINT OF BEGINNING:

thence N 86°34'58" W, 32.00 feet to a POINT "A"  
thence S 03°25'02" W, 50.00 feet;  
thence S 01°47'31" W, 140.00 feet to the POINT OF ENDING;

being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan;

And re-commencing at the aforementioned POINT "A";

thence N 03°25'02" E ,82.00 feet;

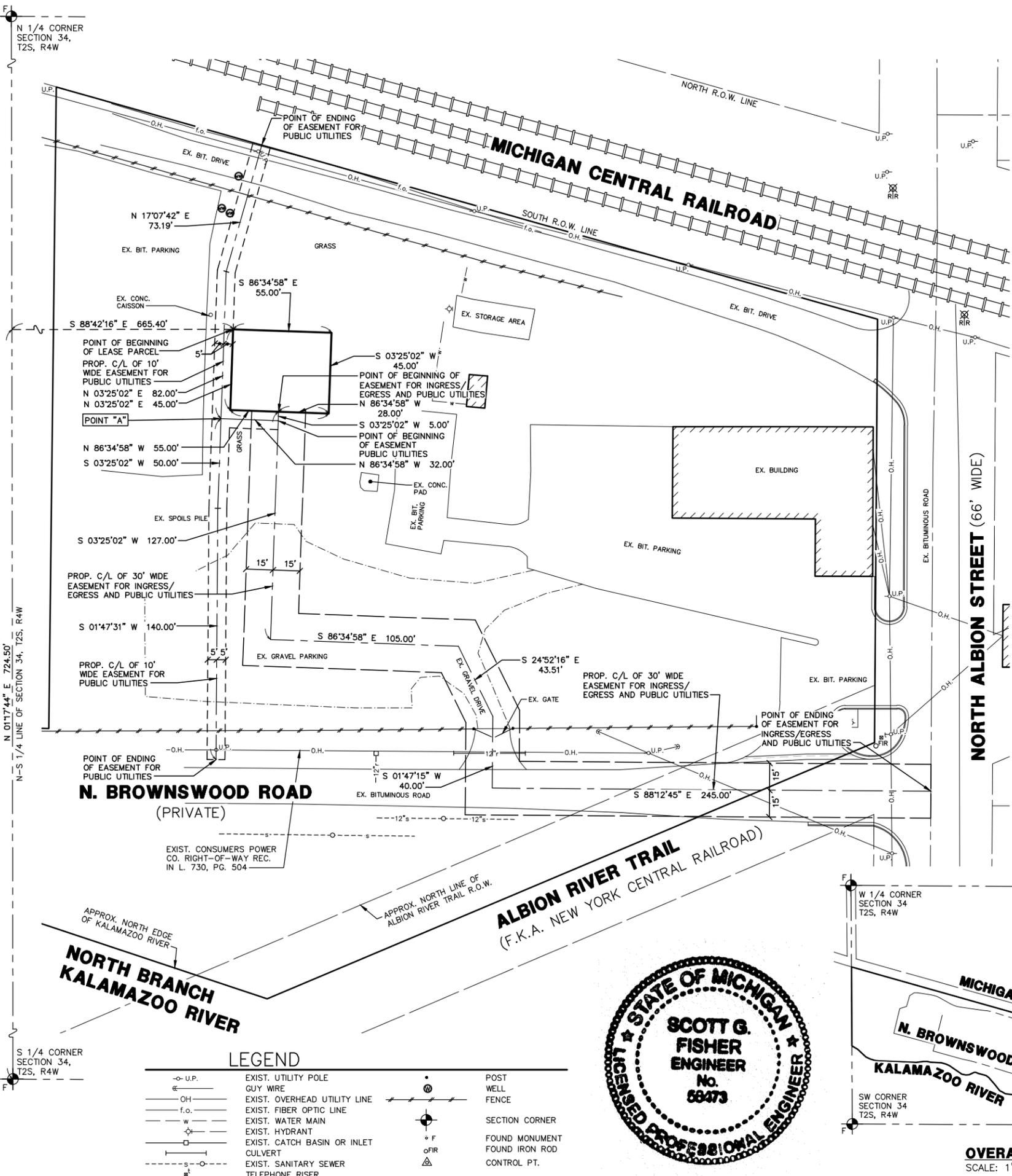
thence N 17°07'42" E, 45.00 feet to the south right-of-way line of the Michigan Central Railroad  
and the POINT OF ENDING;

being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albion, Calhoun County, Michigan.

**EXHIBIT "B"**  
**(Survey and Site Plan)**

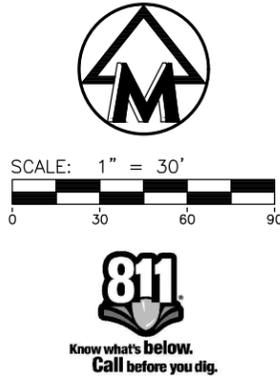
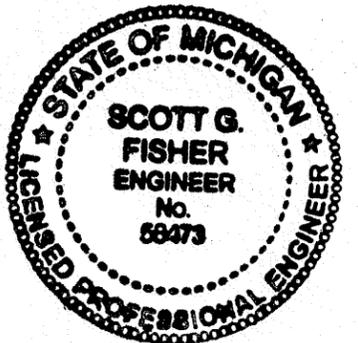
Please see attached.

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**LEGEND**

	EXIST. UTILITY POLE		POST WELL FENCE
	GUY WIRE		SECTION CORNER
	EXIST. OVERHEAD UTILITY LINE		FOUND MONUMENT
	EXIST. FIBER OPTIC LINE		FOUND IRON ROD
	EXIST. WATER MAIN		CONTROL PT.
	EXIST. HYDRANT		
	EXIST. CATCH BASIN OR INLET		
	EXIST. CULVERT		
	EXIST. SANITARY SEWER		
	TELEPHONE RISER		



**LEGAL DESCRIPTION OF OVERALL PARCEL**  
(Taken from Title Commitment)

The land referred to in this Commitment, situated in the County of Calhoun, City of Albin, State of Michigan, is 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 Albin Street; thence Northerly along the West 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 885.65 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 Albin 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 Albin, 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 Albin Street; thence South 1°44.5' West parallel with Albin 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 Albin 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 Albin Street; thence North along the West line of Albin 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 Albin 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.

**VICINITY SKETCH**  
SCALE: 1"=2000'

**LOCATION**  
LONGITUDE 84° 45' 48.5"  
LATITUDE 42° 14' 55.8"

**LEGAL DESCRIPTION OF LEASE PARCEL**

Commencing at the South 1/4 corner of Section 34, T2S, R4W, City of Albin, Calhoun County, Michigan; thence N 01°17'44" E 724.50 feet along the north-south 1/4 line of said Section 34; thence S 88°42'16" E 665.40 feet to the POINT OF BEGINNING:

thence S 86°34'58" E 55.00 feet;  
thence S 03°25'02" W 45.00 feet;  
thence N 86°34'58" W 55.00 feet;  
thence N 03°25'02" E 45.00 feet to the POINT OF BEGINNING; being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albin, Calhoun County, Michigan; containing 2,475 square feet or 0.057 acres of land, more or less; and subject to easements and restrictions of record, if any;

Together with a 30 foot wide easement for ingress, egress and public utilities, the centerline of said easement is described as follows:

Commencing at the South 1/4 corner of Section 34, T2S, R4W, City of Albin, Calhoun County, Michigan; thence N 01°17'44" E 724.50 feet along the north-south 1/4 line of said Section 34; thence S 88°42'16" E 665.40 feet; thence S 86°34'58" E 55.00 feet; thence S 03°25'02" W 45.00 feet; thence N 86°34'58" W 28.00 feet to the POINT OF BEGINNING:

thence S 03°25'02" W 127.00 feet  
thence S 86°34'58" E 105.00 feet;  
thence S 24°52'16" E 43.51 feet;  
thence S 01°47'15" W 40.00 feet;  
thence S 88°12'45" E 245.00 feet to the POINT OF ENDING; being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albin, Calhoun County, Michigan; except any part, dedeed, or used for public road purposes; and subject to easements and restrictions of record, if any;

And together with a 6 foot wide easement for public utilities, the centerline of said easement is described as follows:

Commencing at the South 1/4 corner of Section 34, T2S, R4W, City of Albin, Calhoun County, Michigan; thence N 01°17'44" E 724.50 feet along the north-south 1/4 line of said Section 34; thence S 88°42'16" E 665.40 feet; thence S 86°34'58" E 55.00 feet; thence S 03°25'02" W 45.00 feet; thence N 86°34'58" W 28.00 feet; thence S 03°25'02" W 5.00 feet to the POINT OF BEGINNING:

thence N 86°34'58" W 32.00 feet to a POINT "A"  
thence S 03°25'02" W 50.00 feet;  
thence S 01°47'31" W 140.00 feet to the POINT OF ENDING; being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albin, Calhoun County, Michigan; subject to easements and restrictions of record, if any;

Re-commencing at the aforementioned POINT "A";

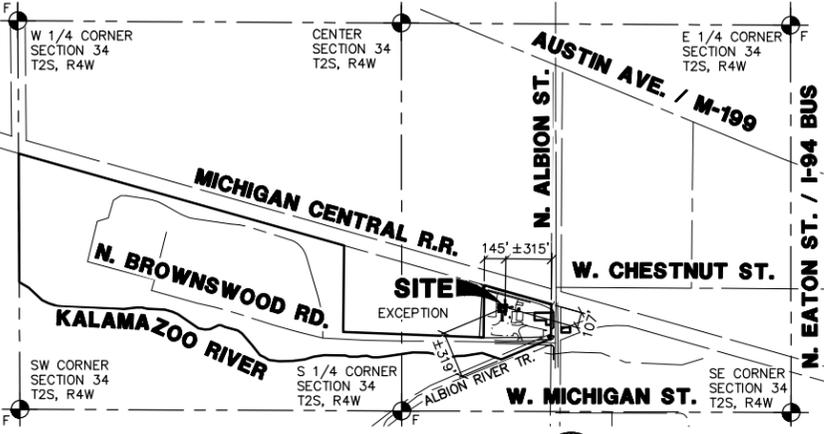
thence N 03°25'02" E 82.00 feet;  
thence N 17°07'42" E 45.00 feet to the south right-of-way line of the Michigan Central Railroad and the POINT OF ENDING; being a part of the Southeast 1/4 of Section 34, T2S, R4W, City of Albin, Calhoun County, Michigan; subject to easements and restrictions of record, if any.

**NOTE**  
Rotate all bearings 01°39'16" counter-clockwise to obtain bearings based on True North as determined from global positioning system (GPS).

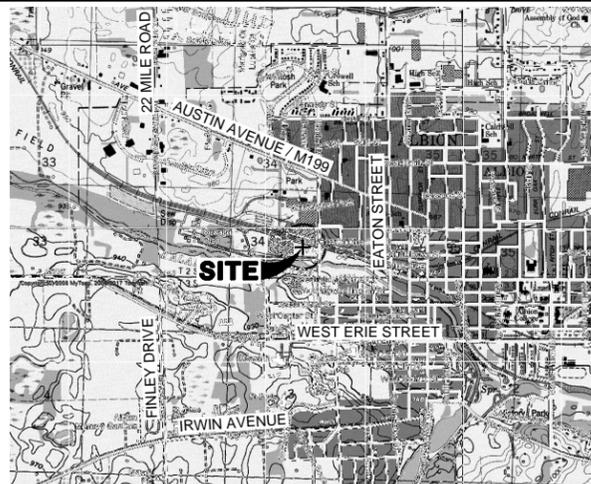
**PROPERTY INFORMATION**

TAX PARCEL: #51-001-907-00  
OWNER: CITY OF ALBIN  
112 WEST CASS STREET  
ALBIN, MICHIGAN 49224  
CELL SITE ADDRESS:  
NORTH BROWNSWOOD ROAD  
ALBIN, MICHIGAN 49224

PREPARED BY:  
MIDWESTERN CONSULTING, L.L.C.  
*Scott G. Fisher*  
SCOTT G. FISHER P.E. #58473



**OVERALL PARCEL SKETCH**  
SCALE: 1"=600'



**MIDWESTERN CONSULTING**  
3815 Plaza Drive Ann Arbor, Michigan 48108  
(734) 995-0200 • www.midwesternconsulting.com  
Land Development • Land Survey • Instrumental • Municipal  
Wireless Communications • Transportation • Landfill Services

**APPLICANT/LESSEE:**  
NEW PAR. A DELAWARE PARTNERSHIP  
d/b/v VERIZON WIRELESS  
24242 NORTHWESTERN HIGHWAY  
SOUTHFIELD, MICHIGAN 48075  
PHONE: (248) 915-3000

**COMMUNICATION SITE**  
SITE #2755 - "ALBION SOUTH"  
CITY OF ALBIN, CALHOUN COUNTY, MICHIGAN  
LEASE EXHIBIT

**1**

DATE: 1/20/18  
SHEET 1 OF 1  
JOB No. **04093-2755C**  
REV. DATE  
CADD: TES  
ENG: SGF  
PK: JAF  
TECH: PEK  
DWG: 2755C-001  
1/20/18



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**AFFIDAVIT REGARDING MINERALS**

STATE OF MICHIGAN                    )  
                                                  )SS.  
COUNTY OF CALHOUN                )

The undersigned, \_\_\_\_\_, the \_\_\_\_\_  
\_\_\_\_\_ of **THE CITY OF ALBION**, a Michigan municipal corporation (the "*City*"),  
being first duly sworn, deposes, states and represents as follows, as of the date of this instrument:

1. I am 18 years of age or older, and am legally competent and duly authorized to make this Affidavit on behalf of the City.
2. The City is the owner of the property described in attached Exhibit A (the "*Property*").
3. The City is aware of Oil and Gas Lease, dated October 26, 1959, recorded in Liber 786, Page 463, of the Official Records of the Calhoun County Register of Deeds (the "*OG Lease*").
4. Based on the best of the City’s knowledge, including, without limitation, search of relevant records:
  - a. no drilling operations are now in progress from the Property or from any other property of which the City is aware that is part of a drilling or other unit which includes any portion of the Property;

b. there is no lease, drilling, production, pool, unit or operation that permits or is engaged in the drilling or excavation for or the production of oil, gas, sulfur, hydrogen or any other mineral or extractable substance (collectively, "Minerals") from the Property;

c. the City has not received any royalties or payments under the OG Lease from the production of Minerals from the Property or for any shut-in wells or underground storage operations on the Property or other lands or for any other reason under the OG Lease; and

d. there have been no payments to the City of any rentals or other sums and there have been no notices that would in either case extend either the commencement date of drilling or extraction or the term of the OG Lease.

5. The OG Lease has terminated.

6. The City understands and agrees that: (a) this Affidavit will be relied upon by New Par, d/b/a Verizon Wireless ("*Lessee*"), in entering into a Water Tower Lease Agreement with the City (the "*Proposed Lease*") and in making substantial capital investment in the premises demised under the Proposed Lease and the access and utility easements granted under the Proposed Lease (the land and easements are together called the "*Leased Premises*"), and (b) Lessee is relying on the assurance that Lessee's use and enjoyment of the Leased Premises will not be hindered or interfered with as a result of the OG Lease.

**THE CITY OF ALBION,**  
a Michigan municipal corporation

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

Its: \_\_\_\_\_

The foregoing instrument was acknowledged before me in Calhoun County, on \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of **THE CITY OF ALBION**, a Michigan municipal corporation, on behalf of the City.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in Calhoun County  
My commission expires:

This instrument drafted by and,  
when recorded, return to:  
Robert A. LaBelle  
Williams Williams Rattner & Plunkett, P.C.  
380 North Old Woodward Ave., Suite 300  
Birmingham, MI 48009

## EXHIBIT A

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.



**Project Rising Tide Communities  
Joint Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) by and between the Department of Talent and Economic Development (“TED”), 300 North Washington Square, Lansing, Michigan and the City of Albion, Michigan (“Community”), jointly referred to as the “Parties” and individually as the “Party” (“Effective Date”).

The Community is interested in working with TED under the Project Rising Tide Program (“Program”) to receive assistance from the Program in developing a successful economic framework to promote a sustainable path toward economic stability and growth (“Action Plan”).

Through the Program, TED is looking to provide technical assistance for communities interested in developing a strong foundation for community, economic, and talent development. The TED Project Rising Tide team is interested in partnering with the Community to evaluate and make recommendations for the Community based on the Community’s stakeholders and vision and to develop an Action Plan under the Program with specific, achievable goals that will lead to sustainable talent, community, and economic development.

Therefore, the above entities have come together in a strategic collaboration to achieve the above stated goals. This collaboration is based on the following understandings:

**Community Responsibilities**

1. Identifying a primary Program contact who will serve as the lead contact and provide overall technical support for all aspects of this project on behalf of the Community.
2. Provide adequate staff personnel to attend trainings, perform research collection and assessment of current practices of the Community, respond in a timely manner to TED Project Rising Tide team questions, and to implement Action Plans.
3. Work with TED Project Rising Tide team to complete Redevelopment Ready Communities® (“RRC”) Self-Evaluations in a timely manner.
4. Provide monthly updates to the Community’s elected governing body on status of Program progress.
5. Provide progress reports to TED Project Rising Tide team on a quarterly basis.
6. Establish a Project Rising Tide Steering Committee to lead the Community’s revitalization efforts.
7. Demonstrate efforts/coordinate with existing PRT communities in the same region to identify ways in which their existing participation in the Program may have collaborative benefits for the Community.

TED Responsibilities

1. Provide general training on the Program.
2. Provide general technical support to the primary Program contact of the Community and Steering Committee to design and build successful economic framework.
3. Provide general technical support to complete the RRC Self-Evaluation.
4. Work with Community to develop an Action Plan to implement revitalization efforts.
5. Assist with outreach to other state agencies and stakeholder groups to implement successful economic framework.

This MOU sets forth the intent of the Parties only and does not, and is not intended to, impose any binding obligations on the Parties nor shall it be the basis for any legal claims or liabilities by or among the Parties. Any liability of the Parties, whether in contract, tort or under any other legal or equitable theory, arising out of or in connection with this MOU shall be explicitly excluded. Neither Party shall be entitled to claim compensation for any expenses or losses incurred in bad faith if the intention of this MOU cannot be reached entirely or in part.

This MOU constitutes the entire agreement between the Parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all Parties, by the issuance of a written amendment, signed and dated by all the Parties.

This MOU may be signed in multiple copies and in counterparts which, when taken together, shall constitute the executed MOU. Faxed or scanned copies shall be considered an original.

This MOU is effective until the one year anniversary of the Effective Date, unless terminated earlier. However, either Party may terminate the MOU by providing notice in writing to the other Party thirty (30) days in advance of the termination.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective authorized representatives.

\_\_\_\_\_  
Garrett Brown, Mayor  
City of Albion

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department of Talent and Economic Development

\_\_\_\_\_  
Date



## **ALBION-MARSHALL CONNECTOR AGREEMENT**

This Agreement is entered into pursuant to the Urban Cooperation Act (hereinafter "UCA"), MCL 124.501 et. Seq., this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Albion, a Michigan municipal corporation, with offices at 112 Cass Street, Albion, Michigan 49224 (hereinafter "Albion") and the City of Marshall, a Michigan municipal corporation, with offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (hereinafter "Marshall").

WHEREAS Albion and Marshall are public agencies as defined in the UCA;

WHEREAS Marshall and Albion wish to, pursuant to Section 4 of the UCA, share certain powers which each might exercise separately;

WHEREAS Marshall and Albion, as allowed by the UCA, wish to collaborate in the provision of local public transportation in the form of the Albion-Marshall Connector;

WHEREAS, Marshall, currently administers the Albion-Marshall Connector for the mutual benefit of the citizens of Albion and Marshall; and

WHEREAS, Albion wishes to contract with Marshall for the continued provision of public transportation services as set forth herein;

WHEREAS, Marshall and Albion are seeking the necessary funding to continue the Albion-Marshall Connector service up until a potential County-wide transportation service is offered.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

### **1. Obligations of Marshall.**

1.1 The City of Marshall shall provide the following public transportation services to Albion during the term of the Agreement, including the following:

a. Continued operation of the Albion-Marshall Connector, providing transportation for citizens of Albion and Marshall, between the cities of Albion and Marshall;

1.2 Maintain no-fault insurance coverage on any and all vehicles used for the Albion-Marshall Connector;

### **2. Term.**

2.1 This agreement shall be effective for a term commencing on July 1<sup>st</sup>, 2018 and shall remain in full force and effect until June 30, 2021 or as long as funds remain available. If the City of Marshall finds that the funds will not extend through June 30, 2021, the City of Marshall will contact the Albion City Manager as soon as possible to discuss the funding situation. This agreement may be extended or renewed upon mutual agreement of the parties.

### **3. Payment For Services.**

3.1 The parties acknowledge and agree that the annual cost to Marshall to provide the Albion-Marshall Connector is approximately Thirty-Thousand (\$30,000.00) Dollars more than the revenue generated by operation of the service from all sources, including fees generated through fares collected from riders. To cover this short-fall in revenue, the parties agree as follows:

3.2 Albion will pay to Marshall the sum of Three Thousand (\$3,000.00) dollars per year for a period of three (3) years for the operation of the Albion-Marshall Connector, unless this agreement is otherwise terminated as provided herein.

3.3 Albion shall further coordinate with other local funding organizations to obtain funding for the additional Twenty-Seven Thousand (\$27,000.00) Dollars, or such other amount as the parties may agree to in writing, necessary to operate the Albion-Marshall Connector.

3.4 Marshall may, but is not required to separately fundraise, or assist Albion with fundraising or grant preparation to fulfill this obligation. Either party may identify funding opportunities that may be pursued jointly, or separately, as may be appropriate, but nothing in this Agreement shall obligate either party to pursue any specific funding opportunity, particularly if pursuing that funding opportunity would result in an additional, direct cost to either party.

3.5 At least annually, on or before June 30, and concurrently with Marshall's budgetary process, the parties agree to review Marshall's financial records to determine the difference, during the preceding twelve months between the total expenditures and revenues received by Marshall from state and federal funding and farebox revenues, for the purpose of adjusting the amount of additional funds to be raised by Albion according to paragraph 3.3, above.

3.6 Should either party determine, in their sole discretion, that the additional revenue contributions required by Paragraphs 3.2 and 3.3 above have not been, or are not like to be, raised by Albion and paid to Marshall, this agreement may be immediately terminated by written notice of the terminating party to the other party.

3.7 If this agreement is terminated pursuant to Section 3.6, or Section 4 below, after all expenses incurred before termination are paid, any remaining contributions actually paid to the City of Marshall under Paragraphs 3.2 and 3.3 above, will be returned to the entity or person making those contributions on a pro-rata contribution basis.

3.8 All funds paid to Marshall under Paragraphs 3.2 and 3.3 above shall be used solely for the operation of the Albion-Marshall Connector.

3.9 Any funds paid directly to the Marshall, but clearly earmarked in writing by the payee for the operation of the Albion-Marshall connector, shall be credited by Marshall to Albion's obligation under Paragraph 3.3, above.

3.10 To the extent funds are received that exceed Albion's obligation under Paragraph 3.3 above, Albion's obligation described in paragraph 3.1 may, at the written option of Albion, be used to reduce up to, but not to exceed the full amount of Albion's annual payment obligation in Paragraph 3.2. The remaining excess funds, and any portion which Albion does not elect to use to reduce its Paragraph 3.2 contribution shall be added to a Albion-Marshall Connector fund balance and used only for the operation of the Albion-Marshall Connector.

**4. Termination of Agreement.**

4.1 If Marshall fails to fulfill in a timely and proper manner its obligation under this agreement, or shall violate any of the covenants, agreements and stipulations herein, Albion shall give Marshall written notice of such breach, and in the event that Marshall has not remedied such breach within thirty (30) days, Albion, within its sole discretion, shall have the right to terminate this Agreement. Such termination, in the event that the breach has not been remedied, shall take immediate effect upon the expiration of the thirty (30) day notice period.

4.2 Either party may terminate this Agreement at any time, with or without cause, if it is their decision that termination is in the party's best interests. The terminating party will provide no less than ninety (90) days written notice to the other party.

4.3 Payment will be made for all services provided under this agreement up to and including the effective date of the termination of services.

**5. General Terms and Conditions.**

5.1 This Agreement constitutes the complete expression of the agreement between Marshall and Albion on the subjects contained herein and there are no other oral or written agreements or understandings between the entities concerning these subjects. Any prior agreements or understandings on the matters addressed in this Agreement are hereby rescinded, revoked or terminated.

5.2 This Agreement shall be interpreted under the laws of the State of Michigan. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

5.3 Any notices pursuant to this Agreement shall be sent to the parties and shall be directed to the persons and addresses stated below:

City of Marshall  
City Manager  
323 West Michigan Avenue  
Marshall, MI 49068

City of Albion  
City Manager  
112 Cass Street  
Albion, MI 49224

5.4 Marshall warrants and represents that its personnel who will perform the services under this Agreement are fully qualified and have all required licenses and/or certifications to perform the services described herein. Marshall further represents and agrees that its relationship to Albion and its performance under this contract is that of an independent contractor. It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of Marshall shall not be deemed or construed to be the employee or agent of Albion for any purpose whatsoever. Marshall employee(s) providing services to Albion hereunder shall not be entitled to compensation in the form of salaries, or any type of fringe benefits by Albion. At all times, the personnel provided by Marshall will be covered by Marshall's workers' compensation coverage.

5.5 Marshall agrees, to the extent allowed by law, to indemnify Albion for any and all claims, actions, damages, liability, costs, and expenses, including attorney fees, incurred primarily as a result of the actions or inactions of Marshall's elected and appointed officials, employees, officers

and agents. Albion agrees, to the extent allowed by law, to indemnify Marshall for any and all claims, actions, damages, liability, costs, and expenses, including attorney fees, incurred primarily as a result of the actions or inactions of Albion's elected and appointed officials, employees, officers and agents.

5.6 Marshall and Albion herein agree that this agreement may not be modified except in writing, signed by both parties.

5.7 Marshall, its employees, officers, or agents, shall not discriminate against any persons within the City of Albion regarding employment, housing, public accommodations, and public services on the basis of age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight, pursuant to City of Albion Ordinance.

By the signatures executed below, the parties agree to the terms of this Agreement and the signatories represent that they have the authority to execute this Agreement on behalf of the party for which they have signed.

City of Marshall,

City of Albion,

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_, 2018

\_\_\_\_\_, 2018

**INFORMATION  
ONLY**

**From:** Sheryl Mitchell  
**Sent:** Tuesday, March 13, 2018 9:40 AM  
**To:** Jill Domingo  
**Subject:** JiFW: Larry Williams Letter

Jill,

Please include as information for the March 19<sup>th</sup> agenda packet.

**Sheryl L. Mitchell, DBA, MSA**

Albion City Manager  
112 West Cass Street  
Albion, MI 49224

[smitchell@cityofalbionmi.gov](mailto:smitchell@cityofalbionmi.gov)

517.629.7172 (office)

517.629.4168 (fax)



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**From:** Merrilyn McMiller [mailto:mmcmiller@marshallpublicschools.org]

**Sent:** Tuesday, March 13, 2018 8:53 AM

**To:** Sheryl Mitchell <smitchell@cityofalbionmi.gov>

**Subject:** Fwd: Larry Williams Letter

I just wanted you to know how much we appreciate our partnership with the recreation department!

Merrilyn

**NONE OF US ARE PERFECT...BUT I MANAGE MY IMPERFECT WELL!!!**

**Merrilyn McMiller, Intervention Specialist**

**Marshall Opportunity High School "with an alternative education"**

**225 E. Watson st.**

**Albion, Michigan 49224**

**Phone: 517-629-9421 ext.7102**

**Fax: 517-630-3305**

----- Forwarded message -----

From: **Emily Budlong** <[eeb15@albion.edu](mailto:eeb15@albion.edu)>

Date: Tue, Mar 13, 2018 at 8:45 AM

Subject: Larry Williams Letter

To: Merrilyn McMiller <[mmcmiller@marshallpublicschools.org](mailto:mmcmiller@marshallpublicschools.org)>

Mr. Larry Williams,

Thank you for always supporting Marshall Opportunity High School while being the Albion Recreational Director. Our partnership with you is incredibly important to both our staff and students, as numerous times you have gone above and beyond to help make the students have the best experience possible. As we continue this journey working with you, we hope that you know just how much your presence at this school makes an impact.

Best Wishes,

Marshall Opportunity High School Staff and Students

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**ALBION**



# Building Albion's Future



**BIG ALBION PLAN** Aimed at transforming 22+ buildings in the historic downtown business district into business-ready white-boxed commercial space and upper-floor living space.

★ In partnership with Albion Reinvestment Corporation (ARC), a public charity, and the New Albion Impact Group, an impact investing group.

### BUILDING ON RECENT SUCCESS

- Recently completed Courtyard by Marriott
- Albion's first microbrewery (opening in Spring 2018 after a \$1 million renovation)
- The Bohm Theatre's 2nd boutique screen
- \$1.7M Peabody Block project—supported by \$800K in CDBG

**HOW YOU CAN HELP** Vocal support of The Big Albion Plan as a critical building block in Albion's reemergence. Albion will be applying for Community Revitalization Program funds and Targeted Redevelopment Area designation through the Michigan Strategic Fund.



**OPPORTUNITY ZONES** All four of Albion's Census Tracts are eligible to be nominated as Opportunity Zones.

Establishing Albion's 4 Census Tracts as Opportunity Zones will be critical to supporting our ongoing efforts – including the recent nomination of Albion as a Rising Tide Community.

**HOW YOU CAN HELP** Encourage the Governor to nominate all 4 of Albion's Census Tracts as Opportunity Zones.



**COMMUNITY VENTURES** Albion will submit a proposal when the statewide RFP is announced.

**HOW YOU CAN HELP** Once submitted, your vocal support of our proposal will be critical.



**ALBION-MARSHALL CONNECTOR** Critical resource for many of Albion's residents to access healthcare and employment, but will soon have exhausted its funding.

Until the county-wide transportation system is in place (feasibility study is currently underway & implementation is 2 to 3 years away), the connector needs \$160,000 (\$40,000 per year for the 4 years) – to ensure access to medical care and jobs continues to be available and grow.

**HOW YOU CAN HELP** \$160,000 in critical stop-gap funds for health and employment related transportation.



**CAMPGROUND/TRAILHEAD** Albion is located at the hub of all three statewide trail networks—the North Country National Scenic Trail, the Great Lake to Lake Trail, and the Iron Belle Trail.

A \$400,000 1.2-mile long expansion of the trail system in Albion was completed in 2017 and Calhoun County was granted acquisition funds from the MNRTF for the creation of a 65-acre campground just south of Albion to bolster future tourism appeal and the associated economic benefit.

**HOW YOU CAN HELP** Vocal support to continue the project when Calhoun County submits a grant request for development support to the MNRTF and a \$500,000 appropriation to accelerate the project.

For more information, contact the Albion Economic Development Corporation: **517-629-3926**

FROM 01/01/2018 TO 01/31/2018

FUND: 101 202 203 208 226 265 275 277 367 450 452 590 591 661 711

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 01/01/2018	Total Debits	Total Credits	Ending Balance 01/31/2018
Fund 101	GENERAL FUND				
001.00	CASH	(41,340.84)	487,337.42	377,887.64	68,108.94
002.00	CASH - INCOME TAX ACCOUNT	753,854.31	91,194.15	400,000.00	445,048.46
003.00	CERTIFICATES OF DEPOSIT	149,873.50	0.00	0.00	149,873.50
004.00	PETTY CASH	100.00	0.00	0.00	100.00
004.02	PETTY CASH - CHANGE DRAWER	400.00	0.00	0.00	400.00
005.00	HRA ACCOUNT FOR EMPLOYEES	50.00	5,400.00	0.00	5,450.00
007.00	CASH PARK FENCE	17,501.64	0.00	0.00	17,501.64
017.00	INVESTMENTS	306,872.89	0.00	0.00	306,872.89
	GENERAL FUND	1,187,311.50	583,931.57	777,887.64	993,355.43
Fund 202	MAJOR STREETS FUND				
001.00	CASH	342,113.91	53,664.86	72,551.22	323,227.55
017.00	INVESTMENTS	100,261.23	0.00	0.00	100,261.23
	MAJOR STREETS FUND	442,375.14	53,664.86	72,551.22	423,488.78
Fund 203	LOCAL STREETS FUND				
001.00	CASH	175,437.27	16,354.55	24,787.99	167,003.83
Fund 208	RECREATION FUND				
001.00	CASH	101,101.54	3,273.64	10,111.70	94,263.48
Fund 226	SOLID WASTE FUND				
001.00	CASH	193,622.90	0.00	11,365.90	182,257.00
017.00	INVESTMENTS	52,489.62	0.00	0.00	52,489.62
	SOLID WASTE FUND	246,112.52	0.00	11,365.90	234,746.62
Fund 265	DRUG LAW ENFORCEMENT FUND				
001.00	CASH	14,191.34	500.00	4,335.82	10,355.52
Fund 275	ALBION BUILDING AUTHORITY FUND				
001.01	FUND CASH ACCOUNT	116,615.25	2,293.79	2,910.24	115,998.80
004.00	PETTY CASH	276.76	0.00	0.00	276.76
	ALBION BUILDING AUTHORITY FUND	116,892.01	2,293.79	2,910.24	116,275.56
Fund 277	ABA SEC 8 MAPLE GROVE				
001.01	FUND CASH ACCOUNT	181,061.53	88,223.67	78,228.49	191,056.71
002.00	CASH - CAPITAL PROJECTS RESERV	411,566.82	5,892.88	0.00	417,459.70
008.00	CASH-SECURITY DEPOSIT	25,487.19	276.73	263.00	25,500.92
	ABA SEC 8 MAPLE GROVE	618,115.54	94,393.28	78,491.49	634,017.33
Fund 367	SIDEWALK PROGRAM FUND				
001.00	CASH	290,288.45	0.00	2,632.16	287,656.29
017.00	INVESTMENTS	150,391.82	0.00	0.00	150,391.82
	SIDEWALK PROGRAM FUND	440,680.27	0.00	2,632.16	438,048.11
Fund 450	STREET IMPROVEMENTS FUND				
001.00	CASH	19,861.88	0.00	1,291.36	18,570.52
017.00	INVESTMENTS	250,653.09	0.00	0.00	250,653.09
	STREET IMPROVEMENTS FUND	270,514.97	0.00	1,291.36	269,223.61
Fund 452	MDOT RECONSTRUCTION FUND				
001.00	CASH	153,176.71	0.00	0.00	153,176.71
Fund 590	SEWER FUND				
001.00	CASH	131,446.92	117,031.30	368,279.67	(119,801.45)

FROM 01/01/2018 TO 01/31/2018

FUND: 101 202 203 208 226 265 275 277 367 450 452 590 591 661 711

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 01/01/2018	Total Debits	Total Credits	Ending Balance 01/31/2018
017.00	INVESTMENTS	305,535.79	0.00	0.00	305,535.79
	SEWER FUND	436,982.71	117,031.30	368,279.67	185,734.34
Fund 591	WATER FUND				
001.00	CASH	215,076.81	70,004.57	76,864.33	208,217.05
003.00	CERTIFICATES OF DEPOSIT	549,273.50	0.00	0.00	549,273.50
006.00	RESTRICTED CASH - BOND RESERVE	61,990.00	0.00	0.00	61,990.00
017.00	INVESTMENTS	355,823.03	0.00	0.00	355,823.03
	WATER FUND	1,182,163.34	70,004.57	76,864.33	1,175,303.58
Fund 661	EQUIPMENT POOL FUND				
001.00	CASH	214,594.90	18,732.00	31,759.39	201,567.51
Fund 711	CEMETERY TRUST FUND				
001.00	CASH	37,398.29	0.00	0.00	37,398.29
002.04	MONROE MAUSOLEUM TRUST	7,295.17	0.00	0.00	7,295.17
003.00	CERTIFICATES OF DEPOSIT	149,849.50	0.00	0.00	149,849.50
017.00	INVESTMENTS	52,489.62	0.00	0.00	52,489.62
	CEMETERY TRUST FUND	247,032.58	0.00	0.00	247,032.58
	TOTAL - ALL FUNDS	5,846,682.34	960,179.56	1,463,268.91	5,343,592.99

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 01/31/2018  
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2017	END BALANCE	YTD BALANCE	2018	% BDGT USED
		AMENDED BUDGET	12/31/2017 NORMAL (ABNORMAL)	01/31/2018 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 101 - GENERAL FUND						
000 - GENERAL		3,478,812.00	3,475,805.99	86,517.48	3,577,865.00	2.42
209 - ASSESSING		5.00	5.00	0.00	0.00	0.00
215 - CLERK		37.00	36.60	27.20	100.00	27.20
260 - FINANCE DEPT AND/OR ABA GENERAL		350.00	2,360.50	65.00	500.00	13.00
276 - CEMETERY		60,000.00	69,312.74	2,708.84	80,000.00	3.39
345 - PUBLIC SAFETY		52,527.80	59,670.82	2,537.50	81,773.00	3.10
422 - CODE ENFORCEMENT		93,308.00	95,873.72	4,235.87	96,300.00	4.40
758 - ALBION RIVER/BIKE TRAIL		401,200.00	223,514.08	300.00	0.00	100.00
775 - PARKS		2,625.00	2,625.00	220.00	2,750.00	8.00
778 - HOLLAND PARK TRANSFORMATION PROJECT		84,531.00	84,531.05	0.00	25,000.00	0.00
930 - TRANSFER IN		10,000.00	10,000.00	0.00	10,000.00	0.00
<b>TOTAL REVENUES</b>		<b>4,183,395.80</b>	<b>4,023,735.50</b>	<b>96,611.89</b>	<b>3,874,288.00</b>	<b>2.49</b>
101 - CITY COUNCIL		41,460.00	37,474.62	348.00	45,255.00	0.77
172 - CITY MANAGER		113,791.00	108,068.92	4,478.85	141,268.00	3.17
209 - ASSESSING		51,050.00	46,834.14	3,819.80	50,050.00	7.63
210 - ATTORNEY		93,025.00	92,982.41	7,389.35	95,375.00	7.75
215 - CLERK		90,030.00	87,872.84	2,779.79	132,175.00	2.10
226 - HUMAN RESOURCES		24,330.00	24,309.99	2,105.13	24,925.00	8.45
260 - FINANCE DEPT AND/OR ABA GENERAL		318,180.00	292,686.68	10,517.82	369,465.00	2.85
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		96,445.00	84,542.68	798.20	71,450.00	1.12
276 - CEMETERY		174,520.00	159,187.40	3,078.44	164,494.00	1.87
345 - PUBLIC SAFETY		2,045,862.78	2,038,887.91	107,420.84	2,122,100.00	5.06
422 - CODE ENFORCEMENT		175,847.00	163,040.56	8,842.35	207,409.00	4.26
442 - CITY MAINTENANCE		197,821.00	191,590.79	3,357.60	60,423.00	5.56
444 - TREE TRIMMING		18,202.00	14,920.14	0.00	15,615.00	0.00
447 - ENGINEERING		10,886.00	10,738.67	185.07	9,653.00	1.92
448 - STREET LIGHTING		0.00	0.00	0.00	142,500.00	0.00
526 - EPA LANDFILL		8,600.00	8,284.51	0.00	8,800.00	0.00
758 - ALBION RIVER/BIKE TRAIL		401,200.00	222,611.87	0.00	0.00	0.00
775 - PARKS		212,222.00	211,484.85	5,661.62	213,758.00	2.65
776 - RIEGER PARK POND PROJECT		0.00	0.00	0.00	17,000.00	0.00
778 - HOLLAND PARK TRANSFORMATION PROJECT		84,531.00	80,826.89	0.00	25,000.00	0.00
895 - GENERAL APPROPRIATION		190,200.00	172,862.25	27,129.45	129,650.00	20.93
<b>TOTAL EXPENDITURES</b>		<b>4,348,202.78</b>	<b>4,049,208.12</b>	<b>187,912.31</b>	<b>4,046,365.00</b>	<b>4.64</b>
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		4,183,395.80	4,023,735.50	96,611.89	3,874,288.00	2.49
TOTAL EXPENDITURES		4,348,202.78	4,049,208.12	187,912.31	4,046,365.00	4.64
NET OF REVENUES & EXPENDITURES		(164,806.98)	(25,472.62)	(91,300.42)	(172,077.00)	53.06

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 01/31/2018  
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BDTG USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
Fund 202 - MAJOR STREETS FUND							
000 - GENERAL		640,612.00		674,684.21	0.00	700,170.00	0.00
487 - M-99 TRUNKLINE		37,000.00		64,254.41	0.00	40,000.00	0.00
TOTAL REVENUES		677,612.00		738,938.62	0.00	740,170.00	0.00
454 - ACT 51 NON-MOTORIZED		23,800.00		0.00	0.00	17,500.00	0.00
461 - MAINTENANCE		363,512.00		350,009.18	19,273.26	393,636.00	4.90
465 - TRAFFIC SERVICES		4,403.00		3,164.56	28.29	5,183.00	0.55
467 - WINTER MAINTENANCE		29,415.00		22,937.07	7,247.21	29,115.00	24.89
486 - I-94 TRUNKLINE		19,292.00		20,970.04	5,707.34	22,703.00	25.14
487 - M-99 TRUNKLINE		20,467.00		18,562.92	4,695.08	22,692.00	20.69
488 - M-199 TRUNKLINE		12,402.00		11,449.61	2,371.58	14,120.00	16.80
965 - TRANSFER OUT		203,000.00		203,000.00	0.00	193,000.00	0.00
TOTAL EXPENDITURES		676,291.00		630,093.38	39,322.76	697,949.00	5.63
Fund 202 - MAJOR STREETS FUND:							
TOTAL REVENUES		677,612.00		738,938.62	0.00	740,170.00	0.00
TOTAL EXPENDITURES		676,291.00		630,093.38	39,322.76	697,949.00	5.63
NET OF REVENUES & EXPENDITURES		1,321.00		108,845.24	(39,322.76)	42,221.00	93.14

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 01/31/2018  
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BDTG USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
Fund 203 - LOCAL STREETS FUND							
000 - GENERAL		207,170.00		228,196.53	0.00	232,262.00	0.00
930 - TRANSFER IN		200,000.00		200,000.00	0.00	190,000.00	0.00
TOTAL REVENUES		407,170.00		428,196.53	0.00	422,262.00	0.00
461 - MAINTENANCE		353,201.00		334,203.99	10,330.14	365,956.00	2.82
465 - TRAFFIC SERVICES		7,620.00		6,082.32	75.51	7,377.00	1.02
467 - WINTER MAINTENANCE		28,225.00		20,998.70	6,539.54	30,315.00	21.57
965 - TRANSFER OUT		3,000.00		3,000.00	0.00	3,000.00	0.00
TOTAL EXPENDITURES		392,046.00		364,285.01	16,945.19	406,648.00	4.17
Fund 203 - LOCAL STREETS FUND:							
TOTAL REVENUES		407,170.00		428,196.53	0.00	422,262.00	0.00
TOTAL EXPENDITURES		392,046.00		364,285.01	16,945.19	406,648.00	4.17
NET OF REVENUES & EXPENDITURES		15,124.00		63,911.52	(16,945.19)	15,614.00	108.53

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 01/31/2018  
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BDTG USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
Fund 208 - RECREATION FUND							
780 - RECREATION		140,991.00		160,166.11	2,628.04	160,665.00	1.64
782 - JUNIOR OPTMISTS - JOOI		50.00		50.00	0.00	0.00	0.00
TOTAL REVENUES		141,041.00		160,216.11	2,628.04	160,665.00	1.64
780 - RECREATION		137,495.00		122,518.83	6,495.60	160,387.00	4.05
782 - JUNIOR OPTMISTS - JOOI		500.00		424.34	0.00	0.00	0.00
TOTAL EXPENDITURES		137,995.00		122,943.17	6,495.60	160,387.00	4.05
Fund 208 - RECREATION FUND:							
TOTAL REVENUES		141,041.00		160,216.11	2,628.04	160,665.00	1.64
TOTAL EXPENDITURES		137,995.00		122,943.17	6,495.60	160,387.00	4.05
NET OF REVENUES & EXPENDITURES		3,046.00		37,272.94	(3,867.56)	278.00	1,391.21

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 01/31/2018  
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2017		2018		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	YTD BALANCE 01/31/2018 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 226 - SOLID WASTE FUND						
000 - GENERAL		237,000.00	273,492.78	(973.75)	221,400.00	(0.44)
TOTAL REVENUES		<u>237,000.00</u>	<u>273,492.78</u>	<u>(973.75)</u>	<u>221,400.00</u>	<u>(0.44)</u>
523 - LEAF PICKUP		35,440.00	13,888.82	0.00	19,935.00	0.00
524 - TREE DUMP		21,817.00	6,465.78	0.00	21,107.00	0.00
528 - SOLID WASTE		116,515.00	89,358.02	8,907.47	143,816.00	6.19
965 - TRANSFER OUT		25,500.00	25,500.00	0.00	25,500.00	0.00
TOTAL EXPENDITURES		<u>199,272.00</u>	<u>135,212.62</u>	<u>8,907.47</u>	<u>210,358.00</u>	<u>4.23</u>
Fund 226 - SOLID WASTE FUND:						
TOTAL REVENUES		237,000.00	273,492.78	(973.75)	221,400.00	0.44
TOTAL EXPENDITURES		<u>199,272.00</u>	<u>135,212.62</u>	<u>8,907.47</u>	<u>210,358.00</u>	<u>4.23</u>
NET OF REVENUES & EXPENDITURES		37,728.00	138,280.16	(9,881.22)	11,042.00	89.49

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 01/31/2018  
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BDTG USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
Fund 265 - DRUG LAW ENFORCEMENT FUND							
000 - GENERAL		27,349.96		27,771.94	500.00	22,950.00	2.18
400 - FED DRUG LAW ENFOR - REIMBUR		25,000.00		29,244.11	0.00	25,000.00	0.00
TOTAL REVENUES		52,349.96		57,016.05	500.00	47,950.00	1.04
333 - DRUG LAW ENFORCEMENT		73,475.23		76,389.05	1,316.00	32,250.00	4.08
400 - FED DRUG LAW ENFOR - REIMBUR		18,796.20		20,684.14	0.00	22,500.00	0.00
TOTAL EXPENDITURES		92,271.43		97,073.19	1,316.00	54,750.00	2.40
Fund 265 - DRUG LAW ENFORCEMENT FUND:							
TOTAL REVENUES		52,349.96		57,016.05	500.00	47,950.00	1.04
TOTAL EXPENDITURES		92,271.43		97,073.19	1,316.00	54,750.00	2.40
NET OF REVENUES & EXPENDITURES		(39,921.47)		(40,057.14)	(816.00)	(6,800.00)	12.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 01/31/2018  
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
Fund 275 - ALBION BUILDING AUTHORITY FUND							
000 - GENERAL		4,432.00		4,567.62	61.12	4,293.00	1.42
264 - EDC BUILDING		26,992.00		27,991.94	906.67	0.00	100.00
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		1,512.00		1,512.00	126.00	1,512.00	8.33
271 - FIRE/AMBULANCE BUILDING		30,000.00		36,000.00	1,200.00	32,000.00	3.75
273		0.00		1.00	0.00	0.00	0.00
TOTAL REVENUES		62,936.00		70,072.56	2,293.79	37,805.00	6.07
260 - FINANCE DEPT AND/OR ABA GENERAL		9,365.00		6,170.54	0.00	6,940.00	0.00
264 - EDC BUILDING		22,275.00		19,124.11	612.15	5,900.00	10.38
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		2,130.00		2,000.06	0.00	1,290.00	0.00
271 - FIRE/AMBULANCE BUILDING		25,000.00		15,710.68	1,659.44	25,600.00	6.48
273 - 112 E ERIE ST		1,813.00		1,614.93	54.75	1,900.00	2.88
TOTAL EXPENDITURES		60,583.00		44,620.32	2,326.34	41,630.00	5.59
Fund 275 - ALBION BUILDING AUTHORITY FUND:							
TOTAL REVENUES		62,936.00		70,072.56	2,293.79	37,805.00	6.07
TOTAL EXPENDITURES		60,583.00		44,620.32	2,326.34	41,630.00	5.59
NET OF REVENUES & EXPENDITURES		2,353.00		25,452.24	(32.55)	(3,825.00)	0.85

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
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GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
Fund 277 - ABA SEC 8 MAPLE GROVE							
000 - GENERAL		442,516.00		459,071.20	44,118.40	443,000.00	9.96
TOTAL REVENUES		<u>442,516.00</u>		<u>459,071.20</u>	<u>44,118.40</u>	<u>443,000.00</u>	<u>9.96</u>
701 - ABA SEC 8 MAPLE GROVE		376,525.00		329,423.84	12,098.88	347,250.00	3.48
905 - DEBT SERVICE - BONDS		62,488.00		62,487.50	0.00	64,750.00	0.00
TOTAL EXPENDITURES		<u>439,013.00</u>		<u>391,911.34</u>	<u>12,098.88</u>	<u>412,000.00</u>	<u>2.94</u>
<hr/>							
Fund 277 - ABA SEC 8 MAPLE GROVE:							
TOTAL REVENUES		442,516.00		459,071.20	44,118.40	443,000.00	9.96
TOTAL EXPENDITURES		<u>439,013.00</u>		<u>391,911.34</u>	<u>12,098.88</u>	<u>412,000.00</u>	<u>2.94</u>
NET OF REVENUES & EXPENDITURES		3,503.00		67,159.86	32,019.52	31,000.00	103.29

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
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GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
Fund 367 - SIDEWALK PROGRAM FUND							
000 - GENERAL		133,904.00		149,967.02	(2,632.16)	(3,500.00)	75.20
TOTAL REVENUES		<u>133,904.00</u>		<u>149,967.02</u>	<u>(2,632.16)</u>	<u>(3,500.00)</u>	<u>75.20</u>
443 - SIDEWALK PROGRAM		5,500.00		5,571.19	0.00	200,000.00	0.00
TOTAL EXPENDITURES		<u>5,500.00</u>		<u>5,571.19</u>	<u>0.00</u>	<u>200,000.00</u>	<u>0.00</u>
Fund 367 - SIDEWALK PROGRAM FUND:							
TOTAL REVENUES		133,904.00		149,967.02	(2,632.16)	(3,500.00)	75.20
TOTAL EXPENDITURES		<u>5,500.00</u>		<u>5,571.19</u>	<u>0.00</u>	<u>200,000.00</u>	<u>0.00</u>
NET OF REVENUES & EXPENDITURES		<u>128,404.00</u>		<u>144,395.83</u>	<u>(2,632.16)</u>	<u>(203,500.00)</u>	<u>1.29</u>

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 01/31/2018  
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
Fund 590 - SEWER FUND							
000 - GENERAL		1,135,186.00		1,212,197.24	95,772.47	1,140,800.00	8.40
544 - SAW GRANT PROJECT		635,494.00		479,353.78	0.00	0.00	0.00
546 - MEDC GRANT - DIGESTER, PUMP, ETC.		950,000.00		498,678.85	0.00	0.00	0.00
TOTAL REVENUES		<u>2,720,680.00</u>		<u>2,190,229.87</u>	<u>95,772.47</u>	<u>1,140,800.00</u>	<u>8.40</u>
536 - SEWER UTILITY OPERATIONS		1,341,789.00		1,188,314.97	31,851.68	1,319,962.00	2.41
542 - WWTP ENERGY IMPROVEMENTS		7,500.00		7,983.48	0.00	7,800.00	0.00
544 - SAW GRANT PROJECT		635,494.00		501,403.78	0.00	0.00	0.00
546 - MEDC GRANT - DIGESTER, PUMP, ETC.		950,000.00		852,981.92	0.00	0.00	0.00
965 - TRANSFER OUT		148,400.00		148,400.00	0.00	148,400.00	0.00
TOTAL EXPENDITURES		<u>3,083,183.00</u>		<u>2,699,084.15</u>	<u>31,851.68</u>	<u>1,476,162.00</u>	<u>2.16</u>
Fund 590 - SEWER FUND:							
TOTAL REVENUES		<u>2,720,680.00</u>		<u>2,190,229.87</u>	<u>95,772.47</u>	<u>1,140,800.00</u>	<u>8.40</u>
TOTAL EXPENDITURES		<u>3,083,183.00</u>		<u>2,699,084.15</u>	<u>31,851.68</u>	<u>1,476,162.00</u>	<u>2.16</u>
NET OF REVENUES & EXPENDITURES		<u>(362,503.00)</u>		<u>(508,854.28)</u>	<u>63,920.79</u>	<u>(335,362.00)</u>	<u>19.06</u>

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
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GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
Fund 591 - WATER FUND							
000 - GENERAL		917,170.00		959,872.66	74,453.59	918,250.00	8.11
TOTAL REVENUES		<u>917,170.00</u>		<u>959,872.66</u>	<u>74,453.59</u>	<u>918,250.00</u>	<u>8.11</u>
536 - WATER UTILITY OPERATIONS		971,968.00		944,864.92	34,765.29	998,520.00	3.48
540 - WELLHEAD PROTECTION		500.00		0.00	0.00	500.00	0.00
548 - WATERTOWER PAINTING PROJECT		0.00		7,360.42	0.00	0.00	0.00
905 - DEBT SERVICE-BONDS		3,974.00		3,224.00	0.00	0.00	0.00
965 - TRANSFER OUT		111,450.00		111,450.00	0.00	11,450.00	0.00
TOTAL EXPENDITURES		<u>1,087,892.00</u>		<u>1,066,899.34</u>	<u>34,765.29</u>	<u>1,010,470.00</u>	<u>3.44</u>
Fund 591 - WATER FUND:							
TOTAL REVENUES		917,170.00		959,872.66	74,453.59	918,250.00	8.11
TOTAL EXPENDITURES		<u>1,087,892.00</u>		<u>1,066,899.34</u>	<u>34,765.29</u>	<u>1,010,470.00</u>	<u>3.44</u>
NET OF REVENUES & EXPENDITURES		(170,722.00)		(107,026.68)	39,688.30	(92,220.00)	43.04

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 01/31/2018  
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GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
Fund 661 - EQUIPMENT POOL FUND							
000 - GENERAL		296,202.00		296,886.52	18,732.00	268,575.00	6.97
TOTAL REVENUES		<u>296,202.00</u>		<u>296,886.52</u>	<u>18,732.00</u>	<u>268,575.00</u>	<u>6.97</u>
770 - EQUIPMENT POOL		295,053.00		260,085.32	11,219.87	294,828.00	3.81
905 - DEBT SERVICE - BONDS		220.00		220.25	0.00	100.00	0.00
965 - TRANSFER OUT		17,850.00		17,850.00	0.00	17,850.00	0.00
TOTAL EXPENDITURES		<u>313,123.00</u>		<u>278,155.57</u>	<u>11,219.87</u>	<u>312,778.00</u>	<u>3.59</u>
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Fund 661 - EQUIPMENT POOL FUND:							
TOTAL REVENUES		296,202.00		296,886.52	18,732.00	268,575.00	6.97
TOTAL EXPENDITURES		<u>313,123.00</u>		<u>278,155.57</u>	<u>11,219.87</u>	<u>312,778.00</u>	<u>3.59</u>
NET OF REVENUES & EXPENDITURES		(16,921.00)		18,730.95	7,512.13	(44,203.00)	16.99

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 01/31/2018  
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2017		END BALANCE	YTD BALANCE	2018	% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2017 (ABNORMAL)	01/31/2018 (ABNORMAL)	ORIGINAL BUDGET	
TOTAL REVENUES - ALL FUNDS		10,271,976.76		9,807,695.42	331,504.27	8,271,665.00	4.01
TOTAL EXPENDITURES - ALL FUNDS		10,835,372.21		9,885,057.40	353,161.39	9,029,497.00	3.91
NET OF REVENUES & EXPENDITURES		(563,395.45)		(77,361.98)	(21,657.12)	(757,832.00)	2.86