



CITY OF ALBION CITY COUNCIL MEETING AGENDA

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

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

COUNCIL-MANAGER
GOVERNMENT

Council members and
other officials normally in
attendance.

REVISED AGENDA

COUNCIL MEETING

Monday, September 18, 2017

6:00 P.M.

Garrett Brown
Mayor

Maurice Barnes, Jr.
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Sonya Brown
Mayor Pro-Tem
Council Member
3rd Precinct

Marcola Lawler
Council Member
4th Precinct

Jeanette Spicer
Council Member
5th Precinct

Andrew French
Council Member
6th Precinct

Sheryl L. Mitchell
City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

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

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

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. CLOSED SESSION- The City Manager requests a Closed Session under the Open Meetings Act (Section 15.268 (c), P.A. 267 of 1976, as amended) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- VI. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VII. PUBLIC HEARING
 - A. Vacating an Alley & Easements and Sale of Property in Block 52, W. Ash St., Parcels #51-001-092-10 and 51-001-092-20 to Albion Malleable Brewing
 - B. Request Approval of Vacating an Alley & Easements and Sale of Property in Block 52, W. Ash St., Parcel #51-001-092-10 & 51-001-092-20 to Albion Malleable Brewing (RCV)
 1. Approval of Buy and Sell Agreement – Alley
 2. Approval of Buy and Sell Agreement – Sidewalk
 3. Approval of Easement Agreement – Alley
 4. Approval of Easement Agreement – Sidewalk
 5. Right of First Refusal-Alley
 6. Right of First Refusal-Sidewalk



CITY OF ALBION

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

- VIII. PRESENTATIONS
 - A. Oath of Office-PSO Officer Tiffany Bruckner

- 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 Study Session Minutes, August 31, 2017
 - B. Approval Regular Session Minutes, September 5, 2017
 - D. Approval of Assembly Permit & Sound Amplification for Morgan Leadbetter, Kappa Alpha Theta's for a Kickball Tournament at Victory Park Ballfields on September 30, 2017 from 9:30 a.m. – 7:00 p.m.
 - E. Approval of Assembly Permit & Sound Amplification for St. John Parish use of Victory Park Large Pavilion for Mass & Picnic Lunch on September 24, 2017 from 9:00 a.m. – 5:00 p.m.
 - F. Approval of Assembly Permit for The Big Read for use of Holland Park on September 30, 2017 from 8:00 a.m. – 6:00 p.m.

- XI. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval Tentative Agreement for Albion Clerical Alliance (ACA) (RCV)
 - B. Request Approval for Discharge of Mortgage
 - C. Discussion-Quote for Repair at Rieger Park

- XII. City Manager Report

- XIII. Future Agenda Items

- XIV. Motion to Excuse Absent Council Member(s)

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

- XVI. ADJOURN

PUBLIC NOTICE

CITY OF ALBION

The Albion City Council will hold a public hearing on Monday, September 18, 2018 at 7:00 p.m., in the City Council Chambers at City Hall, 112 W. Cass St., Albion, MI 49224, regarding the vacating of an alley and sale of property in Block 52.

The alley (approximately 0.01 acres of land located near the intersection of W. Ash St. and S. Superior St - Commonly known as: Parcel Number: 51-001-092-20) and other property (Commonly known as: Parcel Number: 51-001-092-10) are abutting the location for the forthcoming Albion Malleable Brewing Company, LLC. development. In order for this development to move forward, this alley must be vacated and additional property sold to allow for the combination of the various parcels.

The abutting landowners to the alley and other property will be vested with title respectively to that portion of the vacated alley and other property. This conveyance is subject to easements, building, and use restrictions of record. If the Grantee elects to sell the land described herein, Grantor shall have a right of first refusal with respect to the purchase of the land, at the then fair market value, as determined by the City Assessor.

Jill Domingo

City Clerk

**BUY AND SELL AGREEMENT
ALLEY**

1. **BUYER'S OFFER.** The undersigned ALBION MALLEABLE BREWING COMPANY, LLC, located at 2055 Aberdeen Ct., Rochester, MI 48306, hereinafter called the (Buyer), hereby offers to buy approximately 0.01 acres of land located near the intersection of W. Ash St. and S. Superior St. (the property), County of Calhoun, Michigan, legally described on attached Exhibit A, which is hereby incorporated by reference, subject to any existing building and use restrictions, zoning ordinances, and easements, if any, for the sum of Three Hundred and Twenty-Five (\$325.00) dollars, from the CITY OF ALBION, a Michigan municipal corporation, located at 112 W. Cass St., Albion, MI 49224, hereinafter called the (Seller).

2. **PROPERTY TAXES AND ASSESSMENTS:** The Seller shall be responsible for all real estate taxes before the date of closing and Buyer shall be responsible for all real estate taxes and or assessments on and after the date of closing. Seller shall pay all assessments; or all installments of any assessment coming due prior to the date of closing.

3. **SALE TO BE CLOSED** on or before October 31, 2017.

4. **AT CLOSING** the Seller shall deliver and the Buyer shall accept possession of said property. Buyer shall make payment of the agreed upon sum to the Seller on or before April 30, 2017.

5. **CONDITION OF PREMISES:** Buyer represents that it has had the opportunity to inspect the property and accepts the property in its "AS IS" present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement. The Seller specifically disclaims any and all warranties and makes no representations whatsoever relating to environmental conditions and any other defects which may exist on the property. Seller further disclaims any and all warranties of fitness for a particular purpose.

6. **RIGHT OF FIRST REFUSAL:** Buyer and Seller herein agree that in the event Buyer decides to sell the property at a later date, Buyer shall give Seller a right of first refusal in the property. The Buyer and Seller herein shall simultaneously with the execution of this Buy-Sell Agreement execute a Right of First Refusal Agreement setting forth the details and scope of the right of first refusal.

7. **EASEMENT(S):** Buyer shall grant to seller an easement for public utilities for the subject property. The Buyer and Seller herein shall simultaneously with the execution of this Buy-Sell Agreement execute an Easement Agreement setting forth the details and scope of the easement.

8. **CLOSING COSTS:** Unless otherwise provided in this Agreement, it is agreed that Buyer shall pay any State transfer taxes and costs required to convey clear title. Unless otherwise provided in this Agreement, Seller shall pay the cost of recording the deed for the transfer of the property.

9. CHOICE OF LAW: This Agreement shall be interpreted under the laws of the State of Michigan. Any litigation, claim, dispute, lawsuit, or cause of action, arising from this Agreement shall be litigated exclusively in the courts for the County of Calhoun, Michigan.

10. NO ORAL MODIFICATION: No amendment or other variation of this Agreement shall be effective unless it is made in writing, is dated, and is signed by an authorized representative of each party.

11. SEVERABILITY: If any provision of this Agreement is declared illegal or unenforceable in a judicial proceeding, such provision shall be severed and inoperative, and the remainder of this Agreement will continue to be valid and enforceable.

12. OTHER DOCUMENTS: Buyer and Seller herein shall make best efforts to facilitate the execution and/or recordation of any and all other related documents described herein, including but not limited to: Easement Agreements and Rights of First Refusal.

13. RECEIPT is acknowledged by Buyer of a copy of this Agreement.

14. RECEIPT is acknowledged by Seller of a copy of this Agreement.

15. EFFECTIVE DATE: This agreement is effective upon signature by both parties.

BUYER'S ACCEPTANCE:

DATED: _____

WITNESSES:

DATED: _____

DATED: _____

SELLER'S ACCEPTANCE

DATED: _____

WITNESSES:

DATED: _____

DATED: _____

EXHIBIT A

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8 OF SAID PLAT OF THE VILLAGE (NOW CITY) OF ALBION; THENCE NORTH 00 DEGREES 7 MINUTES 34 SECONDS, 43 FEET ALONG THE WEST LINE OF SAID LOT 8; THENCE SOUTH 89 DEGREES 40 MINUTES 46 SECONDS EAST, 11 FEET; THENCE SOUTH 00 DEGREES 7 MINUTES 34 SECONDS WEST, 43 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST, 11 FEET TO THE POINT OF BEGINNING; SAID PARCEL

Commonly known as: Parcel Number: 51-001-092-10

**BUY AND SELL AGREEMENT
SIDEWALK**

1. **BUYER'S OFFER.** The undersigned ALBION MALLEABLE BREWING COMPANY, LLC, located at 2055 Aberdeen Ct., Rochester, MI 48306, hereinafter called the (Buyer), hereby offers to buy approximately 0.03 acres of land located near the intersection of W. Ash St. and S. Superior St. (the property), County of Calhoun, Michigan, legally described on attached Exhibit A, which is hereby incorporated by reference, subject to any existing building and use restrictions, zoning ordinances, and easements, if any, for the sum of four hundred forty-four (\$444.00) dollars, from the CITY OF ALBION, a Michigan municipal corporation, located at 112 W. Cass St., Albion, MI 49224, hereinafter called the (Seller).

2. **PROPERTY TAXES AND ASSESSMENTS:** The Seller shall be responsible for all real estate taxes before the date of closing and Buyer shall be responsible for all real estate taxes on and after the date of closing. Seller shall pay all assessments; or all installments of any assessment coming due prior to or in the year of closing.

3. **SALE TO BE CLOSED** on or before October 31, 2017.

4. **AT CLOSING** the Seller shall deliver and the Buyer shall accept possession of said property. Buyer shall make payment of the agreed upon sum to the Seller on or before May 30, 2017.

5. **CONDITION OF PREMISES:** Buyer represents that it has had the opportunity to inspect the property and accepts the property in its "AS IS" present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement. The Seller specifically disclaims any and all warranties for environmental conditions and any other defects that may exist on the property. Seller further disclaims any and all warranties of fitness for a particular purpose.

6. **RIGHT OF FIRST REFUSAL:** Buyer and Seller herein agree that in the event Buyer decides to sell the property at a later date, Buyer shall give Seller a right of first refusal in the property. The Buyer and Seller herein shall simultaneously with the execution of this Buy-Sell Agreement execute a Right of First Refusal Agreement setting forth the details and scope of the right of first refusal.

7. **EASEMENT(S):** Buyer shall grant to seller an easement for public utilities for the subject property. The Buyer and Seller herein shall simultaneously with the execution of this Buy-Sell Agreement execute an Easement Agreement setting forth the details and scope of the easement.

8. **CLOSING COSTS:** Unless otherwise provided in this Agreement, it is agreed that Buyer shall pay any State transfer taxes and costs required to convey clear title. Unless otherwise provided in this Agreement, Seller shall pay the cost of recording the deed.

9. CHOICE OF LAW: This Agreement shall be interpreted under the laws of the State of Michigan. Any litigation or other dispute arising from this Agreement shall be decided in the courts for the County of Calhoun, Michigan.

10. NO ORAL MODIFICATION: No amendment or other variation of this Agreement shall be effective unless it is made in writing, is dated, and is signed by an authorized representative of each party.

11. SEVERABILITY: If any provision of this Agreement is declared illegal or unenforceable in a judicial proceeding, such provision shall be severed and inoperative, and the remainder of this Agreement will continue to be valid and enforceable.

12. OTHER DOCUMENTS: Buyer and Seller herein shall make best efforts to facilitate the execution and/or recordation of any and all other related documents described herein, including but not limited to: Easement Agreements and Rights of First Refusal.

13. RECEIPT is acknowledged by Buyer of a copy of this Agreement.

14. RECEIPT is acknowledged by Seller of a copy of this Agreement.

15. EFFECTIVE DATE: This agreement is effective upon signature by both parties.

BUYER'S ACCEPTANCE:

DATED: _____

WITNESSES:

DATED: _____

DATED: _____

SELLER'S ACCEPTANCE

DATED: _____

WITNESSES:

DATED: _____

DATED: _____

EXHIBIT A

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PLAT OF THE VILLAGE (NOW CITY) OF ALBION; THENCE SOUTH 00 DEGREES 7 MINUTES 34 SECONDS WEST, 16.67 FEET ALONG THE WEST LINE OF SUPERIOR STREET; THENCE NORTH 89 DEGREES 30 MINUTES 54 SECONDS WEST, 76.23 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 56 SECONDS WEST, 17.26 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89 DEGREES 40 MINUTES 46 SECONDS EAST, 81.40 FEET TO THE POINT OF BEGINNING.

Commonly known as: Parcel Number: 51-001-092-20

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (Agreement), is made September ____, 2017, between the CITY OF ALBION, a Michigan municipal corporation, whose address is 112 W. Cass St., Albion, MI 49224 (Grantee), and the ALBION MALLEABLE BREWING COMPANY, LLC, a limited liability company in the State of Michigan, whose address is 2055 Aberdeen Ct., Rochester, MI 48306 (Grantor). Grantor, for the sum of one (\$1.00) dollar, paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants conveys, and releases to Grantee a perpetual easement (“Easement”) for the construction, operation, installation, inspection, repair, maintenance, reconstruction and replacement and public use of Grantee-Owned Public Utilities (As defined below), over, under, and across the following described parcel of land (“Real Property”):

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8 OF SAID PLAT OF THE VILLAGE (NOW CITY) OF ALBION; THENCE NORTH 00 DEGREES 7 MINUTES 34 SECONDS, 43 FEET ALONG THE WEST LINE OF SAID LOT 8; THENCE SOUTH 89 DEGREES 40 MINUTES 46 SECONDS EAST, 11 FEET; THENCE SOUTH 00 DEGREES 7 MINUTES 34 SECONDS WEST, 43 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST, 11 FEET TO THE POINT OF BEGINNING; SAID PARCEL

Commonly known as: Parcel Number: 51-001-092-10

The Easement shall be a perpetual easement on those portions of the Real property described as follows (“Easement Areas”):

A twelve (12) foot wide strip of land, being six (6) feet on either side of the sanitary line which presently exists in the easement area that runs north and south.

Grantor hereby grants and conveys to Grantee all of Grantor’s right, title, and interest, if any, in all municipal utilities (such as, but not limited to, water mains, sanitary sewers, public storm sewers), and all equipment, piping, and related facilities incidental to such utilities, which may now or subsequently be located in the Easement Areas and which have been inspected and accepted by Grantee (collectively referred to in this Easement as “Grantee-Owned Public Utilities”).

Grantee, its agents, employees and contractors shall have the right of ingress and egress to and from the Easement area across the Real Property for the purpose of constructing, operating, installing, inspecting, repairing, maintaining, reconstructing and/or replacing the Grantee-Owned Public Utilities which are at any time located in the Easement Areas.

Grantor, its successors and assigns shall reimburse Grantee for any and all expenses incurred by Grantee to repair any damages to the Grantee-Owned Public Utilities caused by any individual, person, or entity other than Grantee, or its agents, employees or contractors. Grantor, its successors and assigns shall be responsible for all maintenance of the Easement Areas, excluding the repair, maintenance, reconstruction, and replacement of the Grantee-Owned Public Utilities.

Grantor, its successors and assigns shall not grant any other easements in the Easement Areas to any individual, person or entity without the prior written consent of Grantee.

Grantor, its successors and assigns hereby agree to indemnify and hold Grantee harmless from any and all claims, debts, causes of action, or judgments for any damage to property and/or injury to any person which may arise on the Real Property, unless such damage or injury was caused by (i) the activities of Grantee, its agents, employees, or contractors pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of Grantee-Owned Public Utilities which did not arise from the intentional acts of Grantor, its agents, employees, contractors, invitees, guests, successors, or assigns.

No landscaping (other than sod or grass), trees or shrubs, buildings or other structures shall be placed or maintained in the Easement Area or within such proximity to them so as to interfere with the construction, operation, installation, inspection, repair, maintenance, reconstruction and/or replacement of the Grantee-Owned Public Utilities located within the Easement Area, unless Grantor first obtains written permission from Grantee.

The area of the Real Property disturbed by construction or maintenance activities of Grantee, its agents, employees or contractors under this Easement shall be restored by Grantee, its agents, employees or contractors to substantially the same condition as existed immediately prior to the construction or maintenance activities of Grantee, its agents, employees or contractors. Grantee may assign its rights under this Easement to any other municipality or county agency. This Easement is irrevocable and shall run with the Real Property and shall be binding upon the heirs, personal representatives, successors, and assigns of Grantor.

This Easement shall be interpreted under the laws of the State of Michigan.

This Easement is exempt from transfer taxes under MCL 207.505(a) and MCL 207.526(a)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (Agreement), is made September _____, 2017, between the CITY OF ALBION, a Michigan municipal corporation, whose address is 112 W. Cass St., Albion, MI 49224 (Grantee), and the ALBION MALLEABLE BREWING COMPANY, LLC, a limited liability company in the State of Michigan, whose address is 2055 Aberdeen Ct., Rochester, MI 48306 (Grantor). Grantor, for the sum of one (\$1.00) dollar, paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants conveys, and releases to Grantee perpetual easement(s) ("Easement") for the construction, operation, installation, inspection, repair, maintenance, reconstruction and replacement and public use of Grantee-Owned Public Utilities (as defined below), over, under, and across the following described parcel of land ("Real Property"):

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PLAT OF THE VILLAGE (NOW CITY) OF ALBION; THENCE SOUTH 00 DEGREES 7 MINUTES 34 SECONDS WEST, 16.67 FEET ALONG THE WEST LINE OF SUPERIOR STREET; THENCE NORTH 89 DEGREES 30 MINUTES 54 SECONDS WEST, 76.23 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 56 SECONDS WEST, 17.26 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89 DEGREES 40 MINUTES 46 SECONDS EAST, 81.40 FEET TO THE POINT OF BEGINNING.

Commonly known as: Parcel Number: 51-001-092-20

The Easement(s) shall be a perpetual easement on those portions of the Real property described as follows ("Easement Areas"):

Public Utilities Easement:

A twelve (12) foot wide strip of land, being six (6) feet on either side of the storm sewer main which presently exists in the easement area that runs north and south.

Grantor hereby grants and conveys to Grantee all of Grantor's right, title, and interest, if any, in all municipal utilities (such as, but not limited to, water mains, sanitary sewers, public storm sewers), and all equipment, piping, and related facilities incidental to such utilities, which may now or subsequently be located in the Easement Areas and which

have been inspected and accepted by Grantee (collectively referred to in this Easement as "Grantee-Owned Public Utilities").

Grantee, its agents, employees and contractors shall have the right of ingress and egress to and from the Easement area across the Real Property for the purpose of constructing, operating, installing, inspecting, repairing, maintaining, reconstructing and/or replacing the Grantee-Owned Public Utilities which are at any time located in the Easement Areas.

Grantor, its successors and assigns shall reimburse Grantee for any and all expenses incurred by Grantee to repair any damages to the Grantee-Owned Public Utilities caused by any individual, person, or entity other than Grantee, or its agents, employees or contractors. Grantor, its successors and assigns shall be responsible for all maintenance of the Easement Areas, excluding the repair, maintenance, reconstruction, and replacement of the Grantee-Owned Public Utilities.

Grantor, its successors and assigns shall not grant any other easements in the Easement Areas to any individual, person or entity without the prior written consent of Grantee.

Grantor, its successors and assigns hereby agree to indemnify and hold Grantee harmless from any and all claims, debts, causes of action, or judgments for any damage to property and/or injury to any person which may arise on the Real Property, unless such damage or injury was caused by (i) the activities of Grantee, its agents, employees, or contractors pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of Grantee-Owned Public Utilities which did not arise from the intentional acts of Grantor, its agents, employees, contractors, invitees, guests, successors, or assigns.

No landscaping (other than sod or grass), trees or shrubs, buildings or other structures shall be placed or maintained in the Easement Area or within such proximity to them so as to interfere with the construction, operation, installation, inspection, repair, maintenance, reconstruction and/or replacement of the Grantee-Owned Public Utilities located within the Easement Area, unless Grantor first obtains written permission from Grantee.

The area of the Real Property disturbed by construction or maintenance activities of Grantee, its agents, employees or contractors under this Easement shall be restored by Grantee, its agents, employees or contractors to substantially the same condition as existed immediately prior to the construction or maintenance activities of Grantee, its agents, employees or contractors. Grantee may assign its rights under this Easement to any other municipality or county agency. This Easement is irrevocable and shall run with the Real Property and shall be binding upon the heirs, personal representatives, successors, and assigns of Grantor.

RIGHT OF FIRST REFUSAL

This right of first refusal agreement is entered into as of March ___, 2017, between, CITY OF ALBION, an incorporated municipality in the State of Michigan, whose address is 112 W. Cass Street, Albion, MI 49224 (Buyer), and the ALBION MALLEABLE BREWING COMPANY, LLC, a limited liability company in the State of Michigan, whose address is 2055 Aberdeen Ct., Rochester, MI 48306 (Seller), to grant to Buyer a right of first refusal for the following described premises situated in the City of Albion, County of Calhoun, State of Michigan, to-wit: A part of Lot 8, Block 64 of Plat of the Village (Now City) of Albion as recorded in Liber 5 of deeds, page end, as recorded in the Office of the Register of Deeds for Calhoun County, MI and being further described as:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8 OF SAID PLAT OF THE VILLAGE (NOW CITY) OF ALBION; THENCE NORTH 00 DEGREES 7 MINUTES 34 SECONDS, 43 FEET ALONG THE WEST LINE OF SAID LOT 8; THENCE SOUTH 89 DEGREES 40 MINUTES 46 SECONDS EAST, 11 FEET; THENCE SOUTH 00 DEGREES 7 MINUTES 34 SECONDS WEST, 43 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST, 11 FEET TO THE POINT OF BEGINNING; SAID PARCEL

Commonly known as: Parcel Number: 51-001-092-10
(the Premises)

1. **Right of First Refusal.** If at any time, Seller elects to sell all or part of the premises described herein, or, in the event Seller ceases operation of the Albion Malleable Brewing Company at the premises, Seller shall notify Buyer in writing of the same. Buyer shall have the right for a period of sixty (60) days to elect to exercise its right of first refusal, and Buyer shall communicate its intention to do so in writing to the Seller. The sale price of the property shall be the then fair market value of the premises as determined by the City Assessor.
2. **Warranty.** Seller warrants that it has good and marketable title to the premises and the right to grant this right of first refusal.
3. **Default.**
 - a. If Seller enters into an assignment, a sale, a transfer, a conveyance, a lease for operation of other businesses on the premises, or a lease with an option to purchase in conflict with this right of first refusal, Buyer may have a court of competent jurisdiction declare this Agreement breached and order that the assignment, sale, transfer, conveyance, or lease be voided. This provision shall not be construed to prevent specific performance of this right of first refusal or any of its conditions by either party.
 - b. The right of first refusal shall not restrict Seller's right to mortgage the Premises or grant easements to the Premises. Nor shall this right of first refusal restrict or prohibit transfers by operation of law or transfers between Buyer and Seller.
4. **Termination.** This right of first refusal shall terminate on the consummation of the assignment, sale, transfer, or conveyance in fee simple to a third party of the Premises after full compliance with the conditions of this right of first refusal.

5. **Notices.** Any writings required under this right of first refusal shall be sent by certified mail, postage prepaid, to the parties at the respective addresses listed above. If either party's name or address changes, the party must notify the other party by a certified letter at the address specified above.
6. **Entire Agreement.** This right of first refusal constitutes the entire agreement between the parties and may be modified only by a written document signed by both parties to this right of first refusal.
7. **Binding Effect.** The provisions of this right of first refusal shall benefit and bind the parties, their heirs, legal representatives, successors, and assigns.
8. **Choice of Law.** This Agreement shall be interpreted under the laws of the State of Michigan. Any and all litigation arising out of this agreement shall be exclusively litigated in the courts for the County of Calhoun, Michigan.
9. **Effective Date.** This Agreement shall be effective upon signature of all parties.

Dated this ___th day of March, 2017.

Signed in presence of:

Signed by:

_____, Witness

Buyer

Signed in presence of:

Signed by:

_____, Witness

Seller

STATE OF MICHIGAN
COUNTY OF CALHOUN

The foregoing instrument was signed and acknowledged before me this ___th day of March, 2017, by _____.

_____, Notary Public
_____ County, State of Michigan, Acting in

_____ County
My Commission Expires: _____

When Recorded Return To:
Cullen C. Harkness
4121 Okemos Rd., Suite 17
Okemos, MI 48864

Send Subsequent Tax Bills To:
Albion Malleable Brewing Co, LLC
2055 Aberdeen Ct.
Rochester, MI 48306

Drafted By:
Lauren A. Elster (P78921)
4121 Okemos Rd., Suite 17
Okemos, MI 48864

RIGHT OF FIRST REFUSAL

This right of first refusal agreement is entered into as of March ___, 2017, between, CITY OF ALBION, an incorporated municipality in the State of Michigan, whose address is 112 W. Cass Street, Albion, MI 49224 (Buyer), and the ALBION MALLEABLE BREWING COMPANY, LLC, a limited liability company in the State of Michigan, whose address is 2055 Aberdeen Ct., Rochester, MI 48306 (Seller), to grant to Buyer a right of first refusal for the following described premises situated in the City of Albion, County of Calhoun, State of Michigan, to-wit: A part Ash Street between Blocks 64 and 75 of Plat of the Village (now City) of Albion as recorded in Liber 5 of Deeds, page end, as recorded in the Office of the Register of Deeds for Calhoun County, MI and being further described as:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PLAT OF THE VILLAGE (NOW CITY) OF ALBION; THENCE SOUTH 00 DEGREES 7 MINUTES 34 SECONDS WEST, 16.67 FEET ALONG THE WEST LINE OF SUPERIOR STREET; THENCE NORTH 89 DEGREES 30 MINUTES 54 SECONDS WEST, 76.23 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 56 SECONDS WEST, 17.26 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89 DEGREES 40 MINUTES 46 SECONDS EAST, 81.40 FEET TO THE POINT OF BEGINNING.

Commonly known as: Parcel Number: 51-001-092-20
(the Premises)

1. **Right of First Refusal.** If at any time, Seller elects to sell all or part of the premises described herein, or, in the event Seller ceases operation of the Albion Malleable Brewing Company at the premises, Seller shall notify Buyer in writing of the same. Buyer shall have the right for a period of sixty (60) days to elect to exercise its right of first refusal, and Buyer shall communicate its intention to do so in writing to the Seller. The sale price of the property shall be the then fair market value of the premises as determined by the City Assessor.
2. **Warranty.** Seller warrants that it has good and marketable title to the premises and the right to grant this right of first refusal.
3. **Default.**
 - a. If Seller enters into an assignment, a sale, a transfer, a conveyance, a lease for operation of other businesses on the premises, or a lease with an option to purchase in conflict with this right of first refusal, Buyer may have a court of competent jurisdiction declare this Agreement breached and order that the assignment, sale, transfer, conveyance, or lease be voided. This provision shall not be construed to prevent specific performance of this right of first refusal or any of its conditions by either party.
 - b. The right of first refusal shall not restrict Seller's right to mortgage the Premises or grant easements to the Premises. Nor shall this right of first refusal restrict or prohibit transfers by operation of law or transfers between Buyer and Seller.
4. **Termination.** This right of first refusal shall terminate on the consummation of the assignment, sale, transfer, or conveyance in fee simple to a third party of the Premises after full compliance with the conditions of this right of first refusal.

5. **Notices.** Any writings required under this right of first refusal shall be sent by certified mail, postage prepaid, to the parties at the respective addresses listed above. If either party's name or address changes, the party must notify the other party by a certified letter at the address specified above.
6. **Entire Agreement.** This right of first refusal constitutes the entire agreement between the parties and may be modified only by a written document signed by both parties to this right of first refusal.
7. **Binding Effect.** The provisions of this right of first refusal shall benefit and bind the parties, their heirs, legal representatives, successors, and assigns.
8. **Choice of Law.** This Agreement shall be interpreted under the laws of the State of Michigan. Any and all litigation arising out of this agreement shall be exclusively litigated in the courts for the County of Calhoun, Michigan.
9. **Effective Date.** This Agreement shall be effective upon signature of all parties.

Dated this ___th day of March, 2017.

Signed in presence of:

Signed by:

_____, Witness

Buyer

Signed in presence of:

Signed by:

_____, Witness

Seller

STATE OF MICHIGAN
COUNTY OF CALHOUN

The foregoing instrument was signed and acknowledged before me this ___th day of March, 2017, by _____.

_____, Notary Public
_____ County, State of Michigan, Acting in

_____ County
My Commission Expires: _____

When Recorded Return To:
Cullen C. Harkness
4121 Okemos Rd., Suite 17
Okemos, MI 48864

Send Subsequent Tax Bills To:
Albion Malleable Brewing Co, LLC
2055 Aberdeen Ct.
Rochester, MI 48306

Drafted By:
Lauren A. Elster (P78921)
4121 Okemos Rd., Suite 17
Okemos, MI 48864



Calhoun County Land Bank Property

Existing City Parking Lot

Subject Property
416 / 420 S. Superior St.

Alley

MDOT plans to create bump outs at intersections on M-99 / Superior St. downtown in 2017 when street is reconstructed.

Microbrewery would like to continue bump out around corner onto W. Ash St. in place of on street parking spaces to create a larger area for an outdoor café – beer garden, see sketch/drawings attached.

W ASH ST

W. ASH ST.

WASH ST

S. SUPERIOR ST.

RIOR ST



51-001-083-00

51-001-087-00

51-001-088-00

Existing City Parking

51-001-090-00

Alley

51-001-095-00

51-001-093-00

51-001-092-00

S SUPERIOR ST

-00

SH ST

WASH ST

SUPERIOR ST

51-001-243-00

51-001-244-00

51-001-246-00

City of Albion
Study Session Minutes
August 31, 2017

I. CALL TO ORDER

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

II. ROLL CALL

PRESENT: Council Members Sonya Brown (3), Marcola Lawler (4) Jeanette Spicer (5), and Andrew French (6). Mayor Brown arrived at 7:06 p.m.

ABSENT: Council Members Maurice Barnes (1) and Lenn Reid (2).

STAFF PRESENT:

Sheryl Mitchell, City Manager; Lauren Elster, Assistant City Attorney; Jill Domingo, City Clerk and Jim Lenardson, Director Public Services.

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 comments were received.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. City of Albion 2017 WWTP Improvements Change Order #3

City Manager Mitchell stated the meeting is to discuss the needed authorization for Change Order No. 3 for the construction project at the WWTP. The major portion of CO #3 is for groundwater dewatering prior to taking clarifier out of service. Other minor changes have occurred that need to be authorized as part of the change order.

Alan Gelderloos, Senior Project Manager of Fleis & Vandenbrink stated the pump station has replaced two of the three pumps and they are working really well. The third pump is in poor condition and will need to be replaced.

The clarifiers needed to be drained to measure equipment in clarifier to ensure new equipment fits properly in existing tank. During draining, Contractor discovered significant amount of groundwater flowing through pressure relief valves on clarifier floor. Contractor could not fully dewater tank due to the high volume of groundwater entering tank. Subsequent investigation of groundwater levels around the plant found high elevations around the clarifiers and aeration tanks.

F&V had conversations with plant staff during design about tank draining. Staff indicated the tanks had been taken down in the past for maintenance in the past. Based on this information, F&V included requirements in project specifications for Contractor to drain each tank, with the intention that a small amount of groundwater may enter the tank through the pressure relief valves. The Contractor would be responsible to keep the tank empty for anchoring the equipment to the floor of the clarifier.

With the levels of groundwater that exist at the WWTP, there is a concern the hydrostatic uplift could cause the empty tank to "float" (i.e., pushed out of the ground by the upward forces) or the bottom could fail. Both of these would be catastrophic to the plant and require a new clarifier to be built at a significant cost.

The solution to this issue is to install a temporary groundwater dewatering system. A double row of well points (about 160 per clarifier) will be installed to lower the ground water before draining the tank. The well points need to dewater for about 5 weeks for each clarifier, or 9 weeks total.

Questions & Comments were as follows:

- How old are the current pumps? *60 years old*
- What is the lifespan of the concrete and equipment that needs to be replaced in the clarifier? *The concrete has a lifespan of approximately 100 years and the inside of the equipment is about 40 to 50 years so we have gotten our life use of the current equipment.*
- How thick is the concrete base? *8 inches thick.*
- Will the water quality be affected by the dewatering? *No the water quality will not be affected at all.*
- It will take 4 weeks each to replace the equipment in the clarifier.
- Funds are available to do the work.
- Would it be advisable to leave the temporary pumps in place after the work is done?
- Is there a standard test that is done to check the water tables prior to the project being started? *No they generally depend on staff from the WWTP to make them aware of any potential issues.*

Comments are received from Council Members French, Brown and Spicer; Mayor Brown; City Manager Mitchell and Director of Public Services.

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

No comments were received.

V. ADJOURNMENT

Brown moved, French supported, CARRIED, to ADJOURN Study Session. (5-0, vv).

Mayor Brown adjourned the Study Session at 7:30 p.m.

Date

Jill Domingo
City Clerk

City of Albion
City Council Meeting
September 5, 2017

I. Call To Order

Mayor Brown opened the regular session 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) and Andrew French (6) and Mayor Brown.

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk and Scott Kipp, Chief Public Safety

V. Mayor & Council Member's Comments

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

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.)

Comments were received from Mary Norton, 406 Fitch St.

VII. Consent Calendar (VV)

- A. Approval Regular Session Minutes – August 21, 2017
- B. Approval Special Session Minutes-August 23, 2017
- C. Approval Study Session Minutes-August 28, 2017

French moved, Brown supported, CARRIED, to approve the Consent as presented. (7-0, vv)

VIII. Items for Individual Discussion

- A. Request Approval 2nd Reading Ordinance # 2017-06, To Amend Ordinance 22-181 Sidewalk Cafes (RCV)

Comments were received from Council Member Reid, City Manager Mitchell and City Attorney Harkness.

French moved, Spicer supported, CARRIED, To Approve 2nd Reading Ordinance # 2017-06, To Amend Ordinance 22-181 Sidewalk Cafes as presented. (7-0, rcv)

- B. Request Approval Resolution # 2017-35, Resolution of the City of Albion, Adopting the Finalized Calhoun County Hazard Mitigation Plan; Providing an Effective Date; and for Other Purposes (RCV)

Comments were received from City Manager Mitchell.

French moved, Brown supported, CARRIED, To Approve Resolution # 2017-35, Resolution of the City of Albion, Adopting the Finalized Calhoun County Hazard Mitigation Plan; Providing an Effective Date; and for Other Purposes as presented. (7-0, rcv)

- C. Request Approval Resolution # 2017-37, A Resolution to Approve Additional Wastewater Treatment Plant Improvements (RCV)

Comments were received from Council Members Alan Gelderloos, Fleis & Vandenbrink, Mayor Brown and City Manager Mitchell.

French moved, Barnes supported, CARRIED, To Approve Resolution # 2017-37, A Resolution to Approve Additional Wastewater Treatment Plant Improvements as presented. (7-0, rcv)

- D. Request Approval Resolution # 2017-38, A Resolution to Establish Historic District Study Committee (RCV)

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

French moved, Spicer supported, Carried, To Approve Resolution # 2017-38, A Resolution to Establish Historic District Study Committee as presented. (7-0, rcv)

- E. Discussion-Nuisance Property Litigation

City Attorney Harkness stated we currently have three (3) properties that are being litigated. The update on each is as follows:

1521 N. Eaton St.-This is the old Ponderosa building. City Attorney Harkness has been contacted by the owner's attorney and they have agreed to demolish the building. This will take place either this month or next month and will be at no cost to the City.

702 N. Albion St.-A default judgment has been received and a show cause hearing has been set for 9-25-17. City Attorney Harkness will update the Council after the hearing.

608 Austin Avenue-A default judgment has been received and a show cause hearing completed. The court found the owner in contempt, issued a bench warrant for arrest and assessed a \$1,000 fine for attorney fees. The owner is currently living in Hawaii so this may pose more of a problem to collect.

Judgements are worded so they must either demolish the building or pay the City the cost to demolish up front.

Council Member Spicer asked for an update on the old Burger King property.

Comments were received from City Attorney Harkness who stated he believed the owner was in bankruptcy which creates a stay for any type of litigation and City Manager Mitchell who stated a purchase/reinvestment was being considered for the Burger King property however she believed that did not happen.

Additional comments were received from Council Member Barnes and Mayor Brown.

F. Discussion-Google Docs

Mayor Brown asked for the Google Suite agenda item stating that larger entities such as Albion College are using this for email, use of shared documents and for security purposes.

City Manager Mitchell asked specifically what tools or issues are we currently having problems with so we can deal with those issues.

Some problems that have occurred are as follows:

- Unable to open attachments
- Security issues
- Multiple devices by users
- Access to information/documents/Shared documents

Questions/Comments:

- Would like to have a survey of technology for all users
- Are we able to purchase Google Suite programs ala carte?
- We currently have Cloud access through Microsoft One Drive, could we try using that?
- Google Suite must be purchased in entirety-may not purchase individual components
- Would like a secure method of sharing documents
- How are documents currently being archived? *We currently save all documents to the server which is backed up each day by IT Right.*
- List of importance for Google Suite
 1. Email
 2. Google Drive
 3. Google docs

Mayor Brown asked City Manager Mitchell to provide a memo with pricing for Google Suites.

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

G. Discussion-Black Foot Print of Albion

1. 600 Austin Avenue
2. Albion Housing
3. Double Vision
4. Albion Malleable Iron Site

Council Member Barnes stated he would like sustainability of the people, culture and heritage in Albion.

1. **Albion Malleable Iron Site**-He spoke with Krista Trout-Edwards, Executive Director of the Calhoun County Land Bank with the idea of approaching the federal government through the Albion Economic Development to help with clean-up of the Albion Malleable Iron Site. This would create a marketable area that is shovel ready for potential investors. The property is currently owned by the Calhoun County Land Bank. Albion needs a manufacturing plant to create jobs for those not on a college/technical school path.
2. **600 Austin Avenue**-This area is a historical black district that once was a viable business district. We need to create sustainability for this area.
3. **Albion Housing**-Would like to see new housing units to replace the older existing units. The government is moving towards privatization which may make less affordable and may displace many of the residents. Council Member Barnes encourages Council members and residents to contact legislators to stop privatization of public housing. He would also like to see a new senior/retirement location.
4. **Double Vision**
 - Must make use of the building or Council may need to review 501C-3 status.
 - Need collaboration with the City and the community
 - At risk youth need something to do
 - Double Vision has certified programs
 - Double Vision works toward helping the at risk youth in Albion
 - They have a diverse program
 - City may provide in-kind service
 - Must put personalities and opinions aside and work together

Comments were received from Council Member Brown who stated she agreed with most of Council Member Barnes comments. She feels the three most important issues for residents are 1. Jobs 2. Health Care 3. Education

Additional comments were received from Council Member Lawler who stated that although the building is not being utilized at the time, Double Vision is out working in the community and has two upcoming fundraisers.

H. Discussion=Delinquent Trash Bills

Council Member Lawler stated she was contacted by a resident regarding a neighbor that does not have trash service and asked the following questions.

- Have delinquent notices been mailed?
- How are we enforcing the trash ordinance?
- Will the two Community Police Officers be helping with Code Enforcement for trash?

City Manager Mitchell replied the City received a list of approximately 180 residents whose trash service was terminated for nonpayment. As required by Ordinance, letters from the City Manager were sent out advising that if service was not re-established within 10 days, they would be subject to being cited and fined \$50 per day. Granger has tried working with residents in regard to payment. We have received a positive response to letters in terms of payment. We have not received notification of acceptance for the two Community Police Officers grant. The following is the trash billing process.

GRANGER Trash Service Billing Process

- Granger sends an invoice to resident/property owner quarterly.
- If there is nonpayment, Granger sends a postcard reminder at 30 days stating that service will be shut off if nonpayment extends to 60 days.
- Granger sends a second invoice to resident/property owner.
- At 60 days past due, Granger sends a “service alert” postcard warning that a stop in service will occur if payment is not received.
- Granger sends the City Manager’s Office a monthly report of nonpaying residents/property owners.
- City Manager sends a “final warning letter” to nonpaying resident/property owner.
- Resident/property owner has 10 days from the date of the City Manager’s warning letter to restore service or fines will be assessed.
- If service is not restored, Code Enforcement or ADPS are notified to write citations.
 - A. Usually, given 10 days to respond to the citation. Residents choices are:
 1. Do nothing: Default judgment for the fines
 2. Pay the ticket (fine)
 3. Contest the ticket: Have a hearing in front of the judge

Resume Trash Services: Granger will send notification to City Manager

Additional comments were received from Council Members Barnes, Brown and Reid and Mayor Brown.

IX. City Manager Report

City Manager Mitchell reported the following:

At the 8/21/17 Council Meeting, responses were requested to several inquiries from residents.

Washington/Gardner Zoning – staff has been in ongoing discussions with Albion College regarding proceeding with a rezoning request that best fits the future uses of the building.

Bag on fire hydrant – Dept. of Public Services is working on a repair to the fire hydrant that will have the least disruption in water service for area residents.

Streets – as part of the budget process each year, City Council approves the projects and funding for street improvements and sidewalk repairs/installation. City of Albion residents voted to renew a levy of three mills (\$3.00 per \$1,000.00) on taxable value of property located in the City of Albion for five years beginning with the 2016 tax levy year and running through the 2020 tax levy year (inclusive), which was estimated to raise annual revenue of \$282,000 each year.

City of Albion Street Project Summary

The following information has been collected from files within the archives of the Department of Public Services by Jim Lenardson, Public Services Director.

The summary consists of 2003-2016 project years and is separated by Precinct and the total dollar amount of expenditure.

Precinct # 1. - \$ 1, 055, 300.00	2003, 2005, 2007, 2010, 2011.
Precinct # 2. - \$ 1, 516, 183.00	2003, 2005, 2008, 2013, 2015.
Precinct # 3. - \$ 922, 350.00	2005, 2010, 2013, 2015.
Precinct # 4. - \$ 850, 333.00	2003, 2007, 2011, 2014.
Precinct # 5. - \$ 881, 411.00	2008, 2010, 2011, 2016.
Precinct # 6. - \$ 737, 443.00	2003, 2006, 2014.

There were not any street projects completed in years 2004, 2009, 2012. My suspicion is that funding was not available during this timeframe or that reserves were being saved for future projects.

In total from 2003-2016 there has been \$ 5,963,020.00 spent on road repair and replacement.

The 2003-2016 average is \$ 542,093.00 which includes all years with expenditures.

Given the recent increase in Act 51 monies that are allocated to municipalities, it is hoped that we will see increased revenue for street repairs and replacements as well as budgeting for continued maintenance of existing streets.

Respectfully Submitted,

Jim Lenardson, Director of Public Services

Council Member French asked for the number of miles in each precinct.

Sidewalks - In 2008, a ten (10) year special assessment was enacted to address sidewalk repairs and maintenance. The program is funded by a fixed per parcel assessment of \$50.00 annually that generates approximately \$150,000 per year. Council will need to determine going forward, if there will be a sidewalk assessment program.

Board of Review – If a property owner disagrees with a July or December Board of Review decision they may appeal to the Michigan Tax Tribunal within 35 days of the date of the BOR. For the 2017, the deadline to appeal was August 17, 2017.

Consumer’s Energy Tree Planting Grant – VISTA Team Members Lauren Freeman and Andrew Texel, working closely with the Tree Committee, drafted a grant application for trees to plant along the Albion River Trail property.

MDOT – I-94 Interchange – Staff met with representatives from MDOT regarding possible options for signage, lighting and beautification of the I-94 exchange at Eaton. They offer an “Adopt a Landscape” program, which is volunteer based and requires a MDOT permit, safety assurances and a 1-year commitment. TAP-Gateway Grants are a possible option, as part of a Wayfinding Project. Another option is MDOT-Category A funding, if the project is related to attracting or retaining jobs. All of these options will be investigated further.

Bridge Funding - for the Albion Street Bridge and Haven Street Bridge, staff will be looking into the Critical Bridge Fund. This is a competitive state-wide grant.

Annual Employee Picnic- a great time was had by all of the employees who attended the event at Victory Park on Friday, August 25th. They expressed their appreciation to the Attorney Harkness, Mayor and Council for their generosity.

Community Clean Up -Recycling Day – Held on July 22nd. Council approved up to \$2,000 towards the electronic recycling. The invoice was submitted in the amount of \$1,780.

Granger – Non-payments – Notices were sent out starting Aug. 21st, to residents who have experienced a cancellation of services for non-payment. Residents will be given 10 days to re-establish service or be assessed fines in accordance with the ordinance (\$50 per day).

Representative John Bizon – has requested to hold his in-district office hours in City Hall on the 3rd Friday of each month from 9am – 10am. The upcoming dates are: Sept. 15, Oct. 20, Nov. 17, Dec. 15.

The Festival of the Forks has 2 scheduled parades on Saturday, Sept. 16th. Please let the City Manager or City Clerk know if you are planning to attend either or both parades, so that we can supply your names to the parade announcer.

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

X. Future Agenda Items

- Mayor Brown asked for a Special Meeting/Closed Session for the City Manager's evaluation to be held on Tuesday, September 26, 2017 at 7:00 p.m.
- City Attorney Harkness asked for an amendment to Ordinance for Minors in Possession to comply with state law be added to the first or second meeting in October
- Council Member Brown asked for an update on Dalrymple property be added to the next agenda.

Comments were received from Council Member French and Barnes.

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

No action was necessary as all members were present.

XII. 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 Wayne Arnold, 906 Hall St; Polly Wilson, 606 W. Erie St; Brian Howe, 213 W. Erie St; Marcus Trammel, 707 N. Berrien St; Lonnie Brewer, 1200 Hillside; Donnie Brewer, 918 N. Clinton St; Dennis Tomlin, 313 Irwin Avenue; Council Members Brown and Barnes; Mayor Brown and City Attorney Harkness.

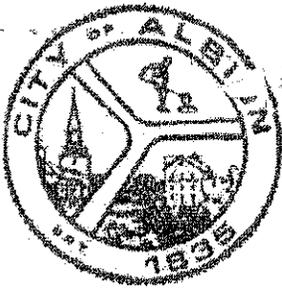
XIII. Adjournment

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

Mayor Brown adjourned the meeting at 8:55 p.m.

Date

Jill Domingo
City Clerk



City of Albion

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

PARKS RESERVATION APPLICATION

I, J. Morgan Leadbetter request permission from the
(Responsible Party/Organization)

City of Albion to use the following park facilities:

Victory Park Ball Fields

(Park and Park area requested)

Date(s)	Beginning time(s)	Ending time(s)
On <u>9/30/17</u>	from <u>9:30am</u>	to <u>7:00pm</u>
On _____	from _____	to _____
On _____	from _____	to _____

Description of events or functions: Kappa Alpha Theta's
Philanthropy Kickball Tournament

Number of people expected to attend? 300

Non-profit organization? Yes No

Will amplified sound be used? Yes No

Will Electricity be required? Yes No

*Electric on
at the band stand
please*

Has your organization conducted this event in the requested area before?

Yes No If yes, when: Last Fall (2016)

Number of tables needed (allow 8 persons per table)? None

CITY OF ALBION
Date 09/29/2017 4:25:41 PM
Ref PARK RENTAL
Receipt # 1000021
Amount \$100.00

Responsible Party Information:

Name: V. Morgan Leadbetter

Phone: (906) 362-0858

Address: 8200 N Jennings Rd. Mt Morris
48458

It shall be unlawful for any city department or any city official, his or her agent or employees, for and on behalf of the city, to discriminate against any persons within the City of Albion regarding employment, housing, public accommodations, and public services on the basis of actual or perceived age, color, disability, education, familiarly status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.

I HAVE READ AND UNDERSTAND THE RULES, GUIDELINES AND CONDITIONS OR RESERVING A PARK FACILITY AND UNDERSTAND THAT ACCEPTANCE OF THEM IS A CONDITION OF APPROVAL.

V. Morgan Leadbetter

7/28/17

(SIGNATURE)

(DATE)

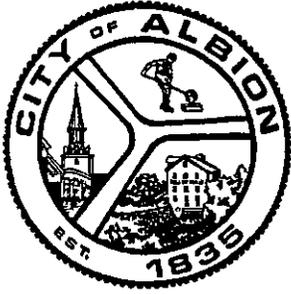
NOTE:

- The City may require additional information or references.
- A copy of the park rules and regulations is attached for your information.
- A fee will be assessed if the grounds are not cleaned of any litter or any major damage occurs during the use of the City facilities.
- Each year, the last reservation date for all parks is September 30.

.....
Approval is hereby granted for the purpose specified above and is contingent upon acceptance of all conditions and rules stated herein.

Harry Longon

Harry A. Longon, Deputy Director of Public Services



City of Albion

William L. Rieger Municipal Building
112 West Cass Street * Albion, Michigan 49224
(517) 629-5535 * Fax (517) 629-2238

ASSEMBLIES FOR PARK RESERVATION FACILITIES OVER 100 OR MORE

ASSEMBLIES: Kicks for CASA

DATE: 9/30/17

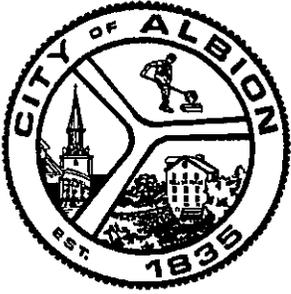
FACILITIES: Victory Park Ball Fields

NUMBER OF
PEOPLE(S): 300

CONTACT PERSON: V. Morgan Leadbetter

INSURANCE: Kappa Alpha Theta

PHONE NUMBER: (906) 362-0858



City of Albion

COPY

William L. Rieger Municipal Building
112 West Cass Street * Albion, Michigan 49224
(517) 629-5535 * Fax (517) 629-2238

ASSEMBLIES FOR PARK RESERVATION FACILITIES OVER 100 OR MORE

ASSEMBLIES: ST. JOHN PARISH ALBION / ST. MARY PARISH
MARSHALL

DATE: SEPT. 24, 2017

FACILITIES: VICTORY PARK PAVILLION

NUMBER OF
PEOPLE(S): 200-400

CONTACT PERSON: MARY TOGA

INSURANCE: MCC - MICHIGAN CATHOLIC
CONFERENCE

PHONE NUMBER: (517) 629-4532

1000



City of Albion

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

CITY OF ALBION
DATE 07/20/2017 2:10:21 PM
REF PARK RENTAL
RECEIPT: 40001597
AMOUNT \$25.00

PARKS RESERVATION APPLICATION

INSTRUCTIONS: To complete form online-go to:

VIEW- EDIT DOCUMENT-COMplete FORM (USE THE TAB KEY TO COMPLETE FORM)

ONCE FORM HAS BEEN COMPLETED-DO A FILE SAVE AS: SAVE TO DESKTOP

EXIT FORM AND ATTACH THE SAVED FILE FROM YOUR DESKTOP AND CLICK SUBMIT

I. St. John Church Albion/St. Mary Church Marshall **request**
permission from
(Responsible Party/ Organization)

The City of Albion to use the following park facilities: Victory Park Pavillion – large pavillion

DATE	BEGINNING TIME (S)	ENDING TIME (S)
9/24/2017	9:00 am	5:00 pm
Click here to enter a date.	Click here to enter text.	Click here to enter text.
Click here to enter a date.	Click here to enter text.	Click here to enter text.

Description of events or functions: Gathering of both parishes to celebrate Mass and
enjoy a picnic lunch and games for the children.

Number of people expected to attend: 200- 400

Non-profit organization? Yes No

Will amplified sound be used? Yes No

Will Electricity be required? Yes No

Has your organization conducted this event in the requested area before?

Yes No if yes. When: Sunday, Sept 25, 2016

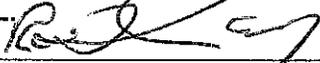
Number of tables needed (allow 8 persons per table)? 90

Responsible Party Information:

It shall be unlawful for any city department or any city official, his or her agent or employees, for and on behalf of the city, to discriminate against any persons within the City of Albion regarding employment, housing, public accommodations, and public services on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.

Name: Fr. Joe Gray	Phone #: (517) 629-4532
Address: 1020 Irwin Ave	City, State, Zip Albion, MI 49224

I HAVE READ AND UNDERSTAND THE RULES GUIDELINES AND CONDITIONS OF RESERVING A PARK FACILITY AND UNDERSTAND THAT ACCEPTANCE OF THEM IS A CONDITION OF APPROVAL.



7-20-17

Signature: Click here to enter text.	Date: Click here to enter a date.
--------------------------------------	-----------------------------------

Note:

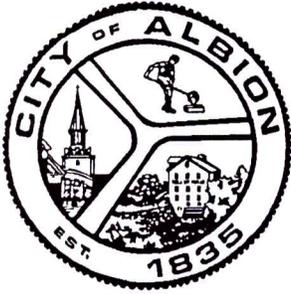
The City may require additional information or references.
A copy of the park rules and regulations is attached for your information.
A fee will be assessed if the grounds are not cleaned of any litter or any major damage occurs during the use of City facilities.

Approval is hereby granted for the purpose specified above and is contingent upon acceptance of all conditions and rules stated herein.



Harry A. Longon, Deputy Director Public Services





City of Albion

William L. Rieger Municipal Building
112 West Cass Street * Albion, Michigan 49224
(517) 629-5535 * Fax (517) 629-2238

ASSEMBLIES FOR PARK RESERVATION FACILITIES OVER 100 OR MORE

ASSEMBLIES: Albion's Big Road Kick-Off Event

DATE: 9/30/17, 1pm - 4pm (setup begins @ 8am,
take down complete
4/6pm)

FACILITIES: Holland Park

NUMBER OF
PEOPLE(S): ~~200~~ 300

CONTACT PERSON: Jess Roberts

INSURANCE: Travelers - See attached

PHONE NUMBER: 517.629.0463 (office); 517.629.3514
(home)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2017

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

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

PRODUCER College Risk Retention Group, Inc. 100 Bank Street Suite 610 Burlington, VT 05401	1-312-648-0914 CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: certificates@eiaa.org FAX (A/C, No):																					
INSURED Albion College 611 E. Porter St. Albion, MI 49224	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>COLLEGE RRG INC</td> <td>13613</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	COLLEGE RRG INC	13613	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	COLLEGE RRG INC	13613																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: 50600046 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL090116	09/01/16	09/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	AUTOMOBILE LIABILITY						ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of General Liability maintained by the above Insured Institution for: Its activities and operations during the policy term; Obligations of the Insured under a lease or rental agreement; Use of facilities by the insured during the policy term; Students in practicum while participating within the scope of their curriculum requirements and assignments; Contractual Liability; Additional Insured status as required by written contract. If named specifically in the Description of Operations the certificate holder is listed as Additional Insured as required by written contract

CERTIFICATE HOLDER

Albion College
 Jerry L. White
 Tim DeWitt
 611 East Porter Street

 Albion, MI 49224

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

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

MEMO

TO: Honorable Mayor and City Council
FR: Sheryl L. Mitchell, City Manager
DA: September 18, 2017
RE: **Agenda Summary**

PUBLIC HEARING

- A. Public Hearing - Vacating an Alley & Easements and Sale of Property in Block 52, W. Ash St., Parcel #51-001-092-20.** The alley (approximately 0.01 acres of land located near the intersection of W. Ash St. and S. Superior St - Commonly known as: Parcel Number: 51-001-092-20) and other property (Commonly known as: Parcel Number: 51-001-092-10) are abutting the location for the forthcoming Albion Malleable Brewing Company, LLC. development. In order for this development to move forward, this alley must be vacated and additional property sold to allow for the combination of the various parcels. The abutting landowners to the alley and other property will be vested with title respectively to that portion of the vacated alley and other property. This conveyance is subject to easements, building, and use restrictions of record. If the Grantee elects to sell the land described herein, Grantor shall have a right of first refusal with respect to the purchase of the land, at the then fair market value, as determined by the City Assessor.

ITEMS FOR INDIVIDUAL DISCUSSION

- A. Request Approval – Tentative Agreement for Albion Clerical Alliance.** The current labor agreement expires September 30, 2017. Ratification requires an affirmative vote from both parties. The Union member met on September 13th and voted to approve the agreement. A 3-year contract is being proposed.
- B. Request Approval of Vacating an Alley & Easements and Sale of Property in Block 52, W. Ash St., Parcel #51-001-092-10 & 51-001-092-20 to Albion Malleable Brewing.**
1. Approval of Buy and Sell Agreement – Alley
 2. Approval of Buy and Sell Agreement – Sidewalk
 3. Approval of Easement Agreement – Alley
 4. Approval of Easement Agreement - Sidewalk

These transactions are related to the Albion Malleable Brewing, LLC project. The sale price is based on the Assessor's valuation: Alley \$325 and Sidewalk \$444. The Easements allow for the City to have ongoing access for utilities. City Manager recommends approval

- C. **Request Approval for Discharge of Mortgage.** Council is being requested to approve the discharge of a Community Development Block Grant mortgage for 205 Miller Drive from 1997. The original owners are deceased and their heirs would like to sell the house. City Manager recommends approval

- D. **Discussion – Quote for Repair at Rieger Park.** Council requested a price quote for the restoration of water pipe at Rieger Park. The estimated received is \$15,500. City Manager recommends adding this item to the Capital Improvement Plan for consideration as part of the 2018 budget process.

SETTLEMENT AGREEMENT
09/08/2017

IT IS HEREBY AGREED between the City of Albion (CITY) and the Albion Clerical Alliance Association (UNION) represented by the Technical Professional and Officeworks Association of Michigan (TPOAM), that in tentative agreement of all outstanding issues under negotiation, the parties agree to the following, and agree to recommend ratification of the following to their respective principals:

1. The parties' new contract will be in effect from the date this Agreement is ratified by both parties through September 30, 2020.

2. The parties' new contract will be the same as the parties' current agreement, except as modified by this Agreement.

3. Appendix B:

Effective January 1, 2018 all B/U members shall receive a 2% wage increase across the board.

Effective January 1, 2019 all B/U members shall receive a 2% wage increase across the board.

Effective January 1, 2020 all B/U members shall receive a 2% wage increase across the board.

Effective upon mutual ratification all bargaining unit members shall receive a one-time two hundred and fifty dollar (\$250.00) signing bonus payable in the pay period following City ratification.

4. Section 12.3 Medical Insurance:

Status Quo (see attached renewal document)

Modify Section 12.3 (A):

First paragraph/Last sentence: The City agrees, for the life of the agreement, that the City shall contribute per month an amount equal to ninety (90%) percent of the total cost for such insurance coverage for the employee and his/her dependents.

Add new section 12.3 (G):

The City and the Union agree to meet and confer in the event there are any changes in the Affordable Care Act (ACA) during the term of the agreement.

5. Appendix C:

Add language to reflect that:

The City shall fully fund current members Health Savings Account (HSA), annually, in the amount of \$2000/\$4000 at the beginning of each calendar year.

Effective upon ratification the City shall fund all new hires' Health Savings Plan (HSA) on a quarterly pro-rata basis.

6. Section 10.3 (B):

- a) Increase compensatory time bank maximum from eighty-four (84) hours to one hundred and sixty (160) hours. Delete all references to the calendar year.
- b) Modify language to reflect that "Compensatory time earned may be converted to cash at any time upon written request to and approval of management. Upon approval, such cash payout shall be paid in the pay period following the date of approval.

7. Letter of Understanding: Public Safety and Human Resource Clerk:

The City and Union agree to continue the Letter of Understanding (attached and dated 01/17/17) for the term of the agreement.

8. Section 12.5 Workers' Compensation/Outstanding City Issue:

At the request of the City the Union agrees to meet and confer with the City during the term of this agreement over a City proposal to modify the Workers' Compensation language in regards to a payroll modification which shall remain cost neutral to the employee.

9. The City withdraws all other proposals.

10. The Union withdraws all other proposals.

Dated: 09-14, 2017

For the CITY:

Jill Domingo, City Clerk

For the UNION:

BOB TPOAM Desires Just
Eric J. Vici
Bonnie Edmonds

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ALBION AND
THE ALBION CLERICAL ALLIANCE

THIS LETTER OF UNDERSTANDING, dated this 17th day of January, 2017, is executed between the City of Albion (hereinafter referred to as "Employer") and the Albion Clerical Alliance (hereinafter referred to as "Union").

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement that covers from January 1, 2016 through September 30, 2017; and

WHEREAS, the collective bargaining agreement addresses the position classifications that are subject to the collective bargaining agreement; and

WHEREAS, the parties herein desire to add language to clarify that the Public Safety Records and Human Resources Clerk position shall not fall into the classifications described in Appendix A of the collective bargaining agreement as long as Human Resources remains a duty and responsibility of that position;

NOW THEREFORE, IT IS HEREBY AGREED:

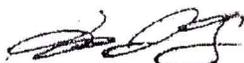
There is no current language under Appendix A to address this issue, and thus the following will be added as a notation in Appendix A:

The position of Public Safety Record and Human Resource Clerk shall not fall into the positions and/or classifications described in this Appendix, and is therefore specifically exempted from and will not be subject to this collective bargaining agreement, so long as the position continues to have human resources duties and responsibilities.

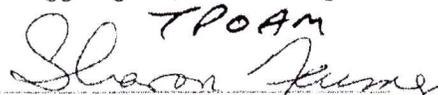
All other terms and conditions specified in the collective bargaining contract between the parties shall remain in full force and effect, except as modified above.

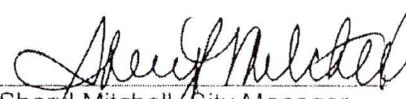
Albion Clerical Alliance

City of Albion

 01-03-17
Gregg Allgeier, Business Agent


Garrett Brown, Mayor

TPOAM

Sharon Farmer, President


Sheryl Mitchell, City Manager


Bonnie Edmunds, Vice President


Jill Domingo, City Clerk



City of Albion CID #115149

BCBSM HPS ERS 50-99 Renewal

Rate Comparison, Medical and Rx

Note - Census based on Invoicing for coverage period June 2017

BCBSM Group# 007003443 MEDICAL RX									
Division# 0004									
	10/01/2016	10/01/2017	% Change	Census	Monthly Premium 10/01/16	Monthly Premium 10/01/17	\$ Difference		
Single	\$ 507.55	\$ 535.67	5.5%	19	\$ 9,643.45	\$ 10,177.73	\$ 534.28		
Double	\$ 1,218.12	\$ 1,285.60	5.5%	17	\$ 20,708.04	\$ 21,855.20	\$ 1,147.16		
Family	\$ 1,572.65	\$ 1,607.00	5.5%	26	\$ 39,588.90	\$ 41,782.00	\$ 2,193.10		
1 Reg 1 Comp	\$ 1,323.16	\$ 1,430.62		2	\$ 2,646.32	\$ 2,861.24	\$ 214.92		
TOTALS				64	\$ 72,586.71	\$ 76,676.17	\$ 4,089.46		

TOTALS SUMMARY
(Based on Invoices assuming no enrollment changes)

All Groups Total Monthly Cost 2016	\$ 77,456.71
All Groups Total Monthly Cost 2017	\$ 81,380.99

All Groups Total Monthly Difference (Additional Cost)

\$ 3,924.18

All Groups Total Annual Difference (Additional Cost)
\$ 47,090.16

BCBSM Group# 007003443 DENTAL									
Division# 0004									
	10/01/2016	10/01/2017	% Change	Census	Monthly Premium 10/01/16	Monthly Premium 10/01/17	\$ Difference		
Single	\$ 27.62	\$ 27.03	-2.1%	19	\$ 524.78	\$ 513.57	\$ (11.21)		
Double	\$ 55.24	\$ 54.07	-2.1%	17	\$ 939.08	\$ 919.19	\$ (19.89)		
Family	\$ 96.67	\$ 94.61	-2.1%	26	\$ 2,513.42	\$ 2,459.86	\$ (53.56)		
1 Reg 1 Comp	\$ 54.56	\$ 53.40		2	\$ 109.12	\$ 106.80	\$ (2.32)		
TOTALS				64	\$ 4,086.40	\$ 3,999.42	\$ (86.98)		

BCBSM Group# 007003443 VISION									
Division# 0004									
	10/01/2016	10/01/2017	% Change	Census	Monthly Premium 10/01/16	Monthly Premium 10/01/17	\$ Difference		
Single	\$ 5.48	\$ 4.99	-10.0%	19	\$ 104.12	\$ 93.67	\$ (10.45)		
Double	\$ 10.96	\$ 9.87	-9.9%	17	\$ 186.37	\$ 167.79	\$ (18.53)		
Family	\$ 18.20	\$ 16.38	-10.0%	26	\$ 473.20	\$ 425.88	\$ (47.32)		
1 Reg 1 Comp	\$ 9.98	\$ 8.98		2	\$ 19.96	\$ 17.96	\$ (2.00)		
TOTALS				64	\$ 783.60	\$ 705.30	\$ (78.30)		

BCBSM/BCN reserves the right to adjust rates if any of the assumptions used to quote the rates are incorrect or change.

The rates quoted above may vary when computer-generated for your monthly bill.

Rates include taxes and fees.

This document is intended for illustrative purposes only, please reference the renewal package to confirm rates/benefits.

81 WNRSS AC

STATE OF MICHIGAN
CALHOUN COUNTY
RECORDED

11 JUN 97 4:44 P.M.

ANNE B. NORLANDER
CLERK - REGISTER OF DEEDS

Mortgage Recording
← Date

LIBER 1939 PAGE 347

City of Albion Housing Rehabilitation Mortgage

This Indenture, made the fifteenth day of May, 1997

Address

WITNESSETH that Fred Wright and Dorothy Wright of 205 Miller Drive, Albion, Michigan 49224, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to the City of Albion, a municipal corporation, hereinafter referred to as Mortgagee, the following described lands and premises situated in the City of Albion, County of Calhoun and State of Michigan, viz:

Lot 81, Wiener's Assessor's Plat to the City of Albion, Calhoun County, Michigan, Northwest 1/4 of Section 35, Town 2 South, Range 4 West, according to the recorded plat thereof.

← Legal.

Together with all tenements, hereditaments and appurtenances now or hereafter, thereunto belonging, to secure the repayment of **Ten thousand five hundred sixty-three (\$10,563.00) Dollars** with interest at 0% percent, per annum payable upon the death of the mortgagor. Notwithstanding anything contained herein, in the event mortgagor shall hereafter sell or assign it's interest in and to the above described premises, or any part thereof, or rent the entire dwelling, at mortgagee's option, the entire remaining balance shall be due and payable forthwith. At the mortgagee's option, the remaining balance may be repaid at 5% interest rate over a period of 120 months.

← Payoff Amt.

According to the terms of a promissory note of even date; And the Mortgagor further covenants: To make all payments promptly and if any payment remains unpaid for 30 days after due, all unpaid hereon shall at the option of the Mortgagee become forthwith due; That he will pay when due all taxes on the premises and keep all buildings on the premises adequately insured against loss or damage by fire and windstorm with usual loss payable to Mortgagee; That in case of default in paying taxes or insurance premiums, the Mortgagee may pay same and the sums so paid shall be added to the amount secured by this mortgage and shall be due forthwith; That in case default is made in any payment or covenant, the Mortgagee is authorized to sell the premises at public auction, pursuant to the statute in such case made and provided, and to make and deliver to the purchaser a good and sufficient deed, and out of the proceeds to retain all sums due hereon as well as the costs of such sale including the attorney fee provided by statute, rendering the surplus, if any, to the Mortgagor; That in case of foreclosure, the abstract shall belong to the Mortgagee;

If more than one appears as Mortgagor or Mortgagee, or if either be of the feminine sex, or a corporation, the pronouns and relative words used herein shall be read as if written in the plural, feminine or neuter respectively and all covenants shall bind and inure to the benefit of the heirs, personal representatives, assigns and successors of the respective parties:

In Witness Whereof the Mortgagor has hereunto set his hand and seal.
Signed, Sealed and Delivered in the Presence of

Kirsten Helmbreck }
Witness: Kirsten Helmbreck

John Harden }
Witness: John Harden

Fred Wright (LS)
Fred Wright

Dorothy Wright (LS)
Dorothy Wright

State of Michigan)
County of Calhoun) ss.

On this 15th day of May 1997 before me, Mittie D. Jones in and for said County, personally appeared Fred Wright and Dorothy Wright to me known to be the same persons as described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Prepared By:
Kirsten Helmbreck
City of Albion
112 W. Cass
Albion, MI 49224

Mittie D. Jones
Notary Public, Calhoun County, Michigan
My commission expires
MITTIE D. JONES
Notary Public, Calhoun County, Michigan
My Commission Expires September 22, 1997

PROPOSAL

Concord Excavating & Grading, Inc.

P.O. Box 250
Concord, MI 49237
(517) 524-8365
Fax (517) 524-8363

September 11, 2017

TO: CITY OF ALBION ATTN: JIM 112 WEST CASS STREET ALBION, MI 49224	JOB: RIEGER PARK
---	-------------------------

DEAR JIM,

PER YOUR REQUEST, CONCORD EXCAVATING IS PLEASED TO QUOTE YOU ON THE ABOVE NAMED PROJECT AS FOLLOWS:

1. REMOVE EXISTING MANHOLE - 1 EA
2. BULK HEAD EXISTING PIPE - 1 EA
3. PLACE 8" VALVE AND BOX - 2 EA
4. PLACE 8" PVC WATER PIPE - 80 L.F.
5. PLACE 8" WYE
6. CLEAN UP, TOPSOIL, SEED AND MULCH

LUMP SUM \$15,500.00

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT (517) 206-7193.

SINCERELY,

CHARLES WILLIAMS

CHARLES WILLIAMS

ACCEPTANCE OF PROPOSAL _____

ACCEPTANCE DATE _____

**INFORMATION
ONLY**

Association of State and Territorial Dental Directors
Centers for Disease Control and Prevention

CERTIFICATE OF APPRECIATION

50 Year Award, 1966 - 2016

ALBION, MI

*for contributions made
on behalf of
community water fluoridation*



Where oral health lives



American Dental Association
www.ada.org



REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 08/31/2017
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2016		2017		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2016 NORMAL (ABNORMAL)	YTD BALANCE 08/31/2017 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 101 - GENERAL FUND						
000-GENERAL		3,153,939.00	3,235,703.40	1,646,893.97	3,215,170.00	51.22
209-ASSESSING		0.00	784.29	5.00	3,000.00	0.17
215-CLERK		5,161.00	5,199.89	36.60	100.00	36.60
260-101 - FINANCE DEPT / 275 - ABA GENERAL		400.00	430.78	292.00	500.00	58.40
276-CEMETERY		70,300.00	74,198.22	51,480.78	70,000.00	73.54
345-PUBLIC SAFETY		80,250.00	71,080.54	37,679.79	32,300.00	116.66
422-CODE ENFORCEMENT		116,722.00	111,618.57	78,215.10	90,000.00	86.91
775-PARKS		3,312.00	3,312.00	2,515.00	2,350.00	107.02
778-HOLLAND PARK TRANSFORMATION PROJECT		14,927.00	45,874.92	84,531.05	27,100.00	311.92
930-TRANSFER IN		10,000.00	10,000.00	10,000.00	10,000.00	100.00
TOTAL REVENUES		3,455,011.00	3,558,202.61	1,911,649.29	3,450,520.00	55.40
101-CITY COUNCIL		34,895.00	33,856.86	24,660.59	36,810.00	66.99
172-CITY MANAGER		106,315.54	90,090.62	63,017.47	107,260.00	58.75
209-ASSESSING		50,500.00	47,943.38	31,405.86	50,300.00	62.44
210-ATTORNEY		93,025.00	90,763.92	60,338.87	92,725.00	65.07
215-CLERK		110,576.00	109,556.35	53,891.53	99,585.00	54.12
226-HUMAN RESOURCES		36,926.00	29,785.65	13,267.08	20,510.00	64.69
260-101 - FINANCE DEPT / 275 - ABA GENERAL		269,817.00	251,397.46	181,572.84	318,225.00	57.06
265-MUNICIPAL BLDG / 201 N CLINTON ST		76,308.00	68,044.15	60,869.68	71,915.00	84.64
276-CEMETERY		154,334.00	142,006.58	110,066.49	160,985.00	68.37
345-PUBLIC SAFETY		1,856,795.69	1,748,478.02	1,241,895.72	1,873,689.00	66.28
422-CODE ENFORCEMENT		199,591.00	203,504.00	105,256.40	174,870.00	60.19
442-CITY MAINTENANCE		200,210.00	184,738.58	114,413.59	209,195.00	54.69
444-TREE TRIMMING		13,099.00	9,478.38	11,637.14	11,664.00	99.77
447-ENGINEERING		10,332.00	8,735.77	6,855.25	7,954.00	86.19
526-EPA LANDFILL		11,000.00	11,040.77	2,704.00	8,000.00	33.80
775-PARKS		186,810.00	175,248.29	121,422.90	200,732.00	60.49
778-HOLLAND PARK TRANSFORMATION PROJECT		14,927.00	45,874.92	80,639.29	27,100.00	297.56
895-GENERAL APPROPRIATION		210,985.00	197,335.13	119,331.89	157,600.00	75.72
TOTAL EXPENDITURES		3,636,446.23	3,447,878.83	2,403,246.59	3,629,119.00	66.22
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		3,455,011.00	3,558,202.61	1,911,649.29	3,450,520.00	55.40
TOTAL EXPENDITURES		3,636,446.23	3,447,878.83	2,403,246.59	3,629,119.00	66.22
NET OF REVENUES & EXPENDITURES		(181,435.23)	110,323.78	(491,597.30)	(178,599.00)	275.25

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 08/31/2017
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2016		END BALANCE	YTD BALANCE	2017	% BDTG USED
		AMENDED BUDGET	NORMAL	12/31/2016 (ABNORMAL)	08/31/2017 (ABNORMAL)	ORIGINAL BUDGET	
Fund 202 - MAJOR STREETS FUND							
000-GENERAL		532,052.00		551,164.71	350,958.53	642,495.00	54.62
487-M-99 TRUNKLINE		29,391.00		57,318.00	31,038.83	35,000.00	88.68
TOTAL REVENUES		561,443.00		608,482.71	381,997.36	677,495.00	56.38
454-ACT 51 NON-MOTORIZED		6,467.00		6,466.50	0.00	0.00	0.00
461-MAINTENANCE		325,035.00		283,064.21	207,322.42	361,420.00	57.36
465-TRAFFIC SERVICES		3,893.00		531.52	2,522.44	4,336.00	58.17
467-WINTER MAINTENANCE		31,076.00		20,381.69	13,083.34	28,565.00	45.80
486-I-94 TRUNKLINE		23,446.00		22,145.18	12,795.73	21,902.00	58.42
487-M-99 TRUNKLINE		22,947.00		19,289.38	11,677.75	22,494.00	51.91
488-M-199 TRUNKLINE		12,430.00		9,973.56	7,138.68	13,183.00	54.15
965-TRANSFER OUT		139,366.00		139,366.00	123,000.00	123,000.00	100.00
TOTAL EXPENDITURES		564,660.00		501,218.04	377,540.36	574,900.00	65.67
Fund 202 - MAJOR STREETS FUND:							
TOTAL REVENUES		561,443.00		608,482.71	381,997.36	677,495.00	56.38
TOTAL EXPENDITURES		564,660.00		501,218.04	377,540.36	574,900.00	65.67
NET OF REVENUES & EXPENDITURES		(3,217.00)		107,264.67	4,457.00	102,595.00	4.34

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GL NUMBER	DESCRIPTION	2016		END BALANCE	YTD BALANCE	2017	% BDTG USED
		AMENDED BUDGET	NORMAL	12/31/2016 (ABNORMAL)	08/31/2017 (ABNORMAL)	ORIGINAL BUDGET	
Fund 203 - LOCAL STREETS FUND							
000-GENERAL		192,710.00		197,919.48	111,540.27	206,125.00	54.11
930-TRANSFER IN		136,366.00		136,366.00	120,000.00	120,000.00	100.00
TOTAL REVENUES		329,076.00		334,285.48	231,540.27	326,125.00	71.00
461-MAINTENANCE		298,443.00		261,301.47	218,262.30	283,498.00	76.99
465-TRAFFIC SERVICES		2,815.00		2,089.47	4,934.77	2,890.00	170.75
467-WINTER MAINTENANCE		32,385.00		15,043.21	15,283.12	28,355.00	53.90
965-TRANSFER OUT		3,000.00		3,000.00	3,000.00	3,000.00	100.00
TOTAL EXPENDITURES		336,643.00		281,434.15	241,480.19	317,743.00	76.00
Fund 203 - LOCAL STREETS FUND:							
TOTAL REVENUES		329,076.00		334,285.48	231,540.27	326,125.00	71.00
TOTAL EXPENDITURES		336,643.00		281,434.15	241,480.19	317,743.00	76.00
NET OF REVENUES & EXPENDITURES		(7,567.00)		52,851.33	(9,939.92)	8,382.00	118.59

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GL NUMBER	DESCRIPTION	2016		END BALANCE	YTD BALANCE	2017	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2016 (ABNORMAL)	08/31/2017 (ABNORMAL)	ORIGINAL BUDGET	
Fund 208 - RECREATION FUND							
	780-RECREATION	139,040.00		160,445.81	71,435.55	118,970.00	60.05
	781-POSITIVE YOUTH DEVELOPMENT	10,000.00		10,000.00	0.00	0.00	0.00
	782-JUNIOR OPTMISTS - JOOI	0.00		300.00	50.00	0.00	100.00
	TOTAL REVENUES	149,040.00		170,745.81	71,485.55	118,970.00	60.09
	780-RECREATION	138,145.00		133,800.50	85,430.08	123,411.00	69.22
	781-POSITIVE YOUTH DEVELOPMENT	8,380.00		10,580.00	0.00	0.00	0.00
	782-JUNIOR OPTMISTS - JOOI	45.00		215.00	424.34	0.00	100.00
	TOTAL EXPENDITURES	146,570.00		144,595.50	85,854.42	123,411.00	69.57
Fund 208 - RECREATION FUND:							
	TOTAL REVENUES	149,040.00		170,745.81	71,485.55	118,970.00	60.09
	TOTAL EXPENDITURES	146,570.00		144,595.50	85,854.42	123,411.00	69.57
	NET OF REVENUES & EXPENDITURES	2,470.00		26,150.31	(14,368.87)	(4,441.00)	323.55

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GL NUMBER	DESCRIPTION	2016		END BALANCE	YTD BALANCE	2017	% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2016 (ABNORMAL)	08/31/2017 (ABNORMAL)	ORIGINAL BUDGET	
Fund 226 - SOLID WASTE FUND							
000-GENERAL		220,758.00		243,148.63	100,203.38	213,000.00	47.04
TOTAL REVENUES		<u>220,758.00</u>		<u>243,148.63</u>	<u>100,203.38</u>	<u>213,000.00</u>	<u>47.04</u>
523-LEAF PICKUP		57,355.00		52,800.09	13,457.95	59,690.00	22.55
524-TREE DUMP		8,486.00		6,070.56	4,323.40	9,480.00	45.61
528-SOLID WASTE		118,061.00		94,286.31	48,338.03	121,105.00	39.91
965-TRANSFER OUT		24,000.00		11,500.00	25,500.00	25,500.00	100.00
TOTAL EXPENDITURES		<u>207,902.00</u>		<u>164,656.96</u>	<u>91,619.38</u>	<u>215,775.00</u>	<u>42.46</u>
Fund 226 - SOLID WASTE FUND:							
TOTAL REVENUES		220,758.00		243,148.63	100,203.38	213,000.00	47.04
TOTAL EXPENDITURES		<u>207,902.00</u>		<u>164,656.96</u>	<u>91,619.38</u>	<u>215,775.00</u>	<u>42.46</u>
NET OF REVENUES & EXPENDITURES		12,856.00		78,491.67	8,584.00	(2,775.00)	309.33

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GL NUMBER	DESCRIPTION	2016		END BALANCE	YTD BALANCE	2017	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2016 (ABNORMAL)	08/31/2017 (ABNORMAL)	ORIGINAL BUDGET	
Fund 265 - DRUG LAW ENFORCEMENT FUND							
000-GENERAL		4,565.00		8,285.33	26,830.46	4,900.00	547.56
400-FED DRUG LAW ENFOR - REIMBUR		55,529.00		44,330.70	13,988.43	49,029.00	28.53
TOTAL REVENUES		60,094.00		52,616.03	40,818.89	53,929.00	75.69
333-DRUG LAW ENFORCEMENT		54,195.00		47,545.69	53,776.95	29,050.00	185.12
400-FED DRUG LAW ENFOR - REIMBUR		38,027.00		30,454.27	10,625.73	26,750.00	39.72
TOTAL EXPENDITURES		92,222.00		77,999.96	64,402.68	55,800.00	115.42
Fund 265 - DRUG LAW ENFORCEMENT FUND:							
TOTAL REVENUES		60,094.00		52,616.03	40,818.89	53,929.00	75.69
TOTAL EXPENDITURES		92,222.00		77,999.96	64,402.68	55,800.00	115.42
NET OF REVENUES & EXPENDITURES		(32,128.00)		(25,383.93)	(23,583.79)	(1,871.00)	1,260.49

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GL NUMBER	DESCRIPTION	2016		END BALANCE	YTD BALANCE	2017	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2016 (ABNORMAL)	08/31/2017 (ABNORMAL)	ORIGINAL BUDGET	
Fund 275 - ALBION BUILDING AUTHORITY FUND							
000-GENERAL		36,611.00		36,780.49	3,037.51	4,357.00	69.72
264-EDC BUILDING		10,880.00		10,880.04	22,365.26	10,880.00	205.56
265-MUNICIPAL BLDG / 201 N CLINTON ST		0.00		0.00	1,008.00	1,500.00	67.20
270-101 N GALE ST		7,000.00		7,000.00	0.00	7,000.00	0.00
271-FIRE/AMBULANCE BUILDING		29,264.00		29,264.00	9,600.00	30,000.00	32.00
273		0.00		1.00	1.00	0.00	100.00
TOTAL REVENUES		83,755.00		83,925.53	36,011.77	53,737.00	67.01
260-101 - FINANCE DEPT / 275 - ABA GENERAL		8,818.00		8,445.04	3,363.02	9,865.00	34.09
264-EDC BUILDING		12,820.00		8,281.17	9,244.04	11,970.00	77.23
265-MUNICIPAL BLDG / 201 N CLINTON ST		3,790.00		2,248.30	1,408.64	190.00	741.39
270-101 N GALE ST		6,840.00		1,947.48	70.94	6,290.00	1.13
271-FIRE/AMBULANCE BUILDING		26,000.00		15,235.45	10,043.65	25,000.00	40.17
273-112 E ERIE ST		30,354.00		26,829.56	1,180.02	2,100.00	56.19
TOTAL EXPENDITURES		88,622.00		62,987.00	25,310.31	55,415.00	45.67
Fund 275 - ALBION BUILDING AUTHORITY FUND:							
TOTAL REVENUES		83,755.00		83,925.53	36,011.77	53,737.00	67.01
TOTAL EXPENDITURES		88,622.00		62,987.00	25,310.31	55,415.00	45.67
NET OF REVENUES & EXPENDITURES		(4,867.00)		20,938.53	10,701.46	(1,678.00)	637.75

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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GL NUMBER	DESCRIPTION	2016		END BALANCE	YTD BALANCE	2017	% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2016 (ABNORMAL)	08/31/2017 (ABNORMAL)	ORIGINAL BUDGET	
Fund 277 - ABA SEC 8 MAPLE GROVE							
000-GENERAL		425,700.00		455,447.69	266,808.46	431,208.00	61.87
TOTAL REVENUES		<u>425,700.00</u>		<u>455,447.69</u>	<u>266,808.46</u>	<u>431,208.00</u>	<u>61.87</u>
701-ABA SEC 8 MAPLE GROVE		359,835.00		344,264.48	165,821.73	374,350.00	44.30
905-DEBT SERVICE - BONDS		64,963.00		64,962.50	0.00	62,488.00	0.00
TOTAL EXPENDITURES		<u>424,798.00</u>		<u>409,226.98</u>	<u>165,821.73</u>	<u>436,838.00</u>	<u>37.96</u>
<hr/>							
Fund 277 - ABA SEC 8 MAPLE GROVE:							
TOTAL REVENUES		425,700.00		455,447.69	266,808.46	431,208.00	61.87
TOTAL EXPENDITURES		<u>424,798.00</u>		<u>409,226.98</u>	<u>165,821.73</u>	<u>436,838.00</u>	<u>37.96</u>
NET OF REVENUES & EXPENDITURES		902.00		46,220.71	100,986.73	(5,630.00)	1,793.73

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GL NUMBER	DESCRIPTION	2016		YTD BALANCE		2017	
		AMENDED BUDGET	NORMAL (ABNORMAL)	END BALANCE 12/31/2016	NORMAL (ABNORMAL)	ORIGINAL BUDGET	% BDGT USED
Fund 367 - SIDEWALK PROGRAM FUND							
000-GENERAL		133,850.00	154,081.85		69,400.91	128,250.00	54.11
TOTAL REVENUES		<u>133,850.00</u>	<u>154,081.85</u>		<u>69,400.91</u>	<u>128,250.00</u>	<u>54.11</u>
443-TRANSFER OUT		133,000.00	110,406.63		450.00	128,250.00	0.35
TOTAL EXPENDITURES		<u>133,000.00</u>	<u>110,406.63</u>		<u>450.00</u>	<u>128,250.00</u>	<u>0.35</u>
Fund 367 - SIDEWALK PROGRAM FUND:							
TOTAL REVENUES		133,850.00	154,081.85		69,400.91	128,250.00	54.11
TOTAL EXPENDITURES		<u>133,000.00</u>	<u>110,406.63</u>		<u>450.00</u>	<u>128,250.00</u>	<u>0.35</u>
NET OF REVENUES & EXPENDITURES		850.00	43,675.22		68,950.91	0.00	100.00

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GL NUMBER	DESCRIPTION	2016		END BALANCE	YTD BALANCE	2017	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2016 (ABNORMAL)	08/31/2017 (ABNORMAL)	ORIGINAL BUDGET	
Fund 590 - SEWER FUND							
000-GENERAL		1,186,774.00		1,226,952.45	771,809.01	1,191,250.00	64.79
544-SAW GRANT PROJECT		700,000.00		591,503.63	342,300.72	526,500.00	65.01
546-MEDC GRANT - DIGESTER, PUMP, ETC.		0.00		0.00	475,000.00	950,000.00	50.00
TOTAL REVENUES		<u>1,886,774.00</u>		<u>1,818,456.08</u>	<u>1,589,109.73</u>	<u>2,667,750.00</u>	<u>59.57</u>
536-SEWER UTILITY OPERATIONS		1,156,283.00		1,108,753.35	738,935.35	1,236,750.00	59.75
542-WWTP ENERGY IMPROVEMENTS		7,800.00		7,827.03	4,633.86	7,800.00	59.41
544-SAW GRANT PROJECT		700,498.00		591,503.63	352,300.72	526,500.00	66.91
546-MEDC GRANT - DIGESTER, PUMP, ETC.		0.00		0.00	413,559.79	1,110,000.00	37.26
965-TRANSFER OUT		153,000.00		151,447.00	148,400.00	148,400.00	100.00
TOTAL EXPENDITURES		<u>2,017,581.00</u>		<u>1,859,531.01</u>	<u>1,657,829.72</u>	<u>3,029,450.00</u>	<u>54.72</u>
Fund 590 - SEWER FUND:							
TOTAL REVENUES		1,886,774.00		1,818,456.08	1,589,109.73	2,667,750.00	59.57
TOTAL EXPENDITURES		<u>2,017,581.00</u>		<u>1,859,531.01</u>	<u>1,657,829.72</u>	<u>3,029,450.00</u>	<u>54.72</u>
NET OF REVENUES & EXPENDITURES		(130,807.00)		(41,074.93)	(68,719.99)	(361,700.00)	19.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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GL NUMBER	DESCRIPTION	2016		YTD BALANCE		2017		
		AMENDED BUDGET	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	ORIGINAL BUDGET	% BDGT USED	
Fund 591 - WATER FUND								
000-GENERAL		940,572.00	973,881.31	623,940.45		918,300.00	67.95	
TOTAL REVENUES		<u>940,572.00</u>	<u>973,881.31</u>	<u>623,940.45</u>		<u>918,300.00</u>	67.95	
536-WATER UTILITY OPERATIONS								
540-WELLHEAD PROTECTION		945,390.00	908,269.44	592,332.56		1,077,876.00	54.95	
905-DEBT SERVICE-BONDS		500.00	0.00	0.00		500.00	0.00	
965-TRANSFER OUT		6,990.00	6,240.00	3,224.00		3,974.00	81.13	
TOTAL EXPENDITURES		<u>11,668.00</u>	<u>11,668.00</u>	<u>11,450.00</u>		<u>11,450.00</u>	100.00	
TOTAL EXPENDITURES		<u>964,548.00</u>	<u>926,177.44</u>	<u>607,006.56</u>		<u>1,093,800.00</u>	55.50	
Fund 591 - WATER FUND:								
TOTAL REVENUES		940,572.00	973,881.31	623,940.45		918,300.00	67.95	
TOTAL EXPENDITURES		<u>964,548.00</u>	<u>926,177.44</u>	<u>607,006.56</u>		<u>1,093,800.00</u>	55.50	
NET OF REVENUES & EXPENDITURES		(23,976.00)	47,703.87	16,933.89		(175,500.00)	9.65	

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GL NUMBER	DESCRIPTION	2016		YTD BALANCE		2017	
		AMENDED BUDGET	NORMAL (ABNORMAL)	END BALANCE 12/31/2016	NORMAL (ABNORMAL)	ORIGINAL BUDGET	% BDGT USED
Fund 661 - EQUIPMENT POOL FUND							
000-GENERAL		279,818.00	301,906.41		208,789.75	278,725.00	74.91
TOTAL REVENUES		<u>279,818.00</u>	<u>301,906.41</u>		<u>208,789.75</u>	<u>278,725.00</u>	<u>74.91</u>
770-EQUIPMENT POOL		267,290.00	260,686.23		167,328.69	276,090.00	60.61
905-DEBT SERVICE - BONDS		158.00	157.61		124.94	222.00	56.28
906-DEBT SERVICE - LOANS		430.00	(26.00)		191.24	971.00	19.70
965-TRANSFER OUT		18,265.00	18,159.00		17,850.00	17,850.00	100.00
TOTAL EXPENDITURES		<u>286,143.00</u>	<u>278,976.84</u>		<u>185,494.87</u>	<u>295,133.00</u>	<u>62.85</u>
Fund 661 - EQUIPMENT POOL FUND:							
TOTAL REVENUES		279,818.00	301,906.41		208,789.75	278,725.00	74.91
TOTAL EXPENDITURES		<u>286,143.00</u>	<u>278,976.84</u>		<u>185,494.87</u>	<u>295,133.00</u>	<u>62.85</u>
NET OF REVENUES & EXPENDITURES		(6,325.00)	22,929.57		23,294.88	(16,408.00)	141.97

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GL NUMBER	DESCRIPTION	2016		END BALANCE	YTD BALANCE	2017	% BDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	12/31/2016	08/31/2017	ORIGINAL BUDGET	
TOTAL REVENUES - ALL FUNDS		8,525,891.00	8,755,180.14		5,531,755.81	9,318,009.00	59.37
TOTAL EXPENDITURES - ALL FUNDS		8,899,135.23	8,265,089.34		5,906,056.81	9,955,634.00	59.32
NET OF REVENUES & EXPENDITURES		(373,244.23)	490,090.80		(374,301.00)	(637,625.00)	58.70