

Albion Building Authority
Special Meeting
October 29, 2019
8:00 A.M.
Mayor's Office- City
Hall

AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes October 14, 2019
- IV. Old Business
- V. New Business
 - A. Easement for Consumers Energy
 - B. 2020 ABA Budget
 - C. ABA By-Laws
- VI. Public Comment (Persons addressing the ABA shall limit their comments to no more than 5 minutes Proper decorum is required)
- VII. Excuse Absent Board Member(s)
- VIII. Adjournment

Albion Building Authority
October 14, 2019 Special Meeting

I. Call to Order

The October 14, 2019 ABA Regular Meeting was called to order at 8:00 a.m. by Chairman M Tymkew.

II. Roll Call

PRESENT: M Tymkew, Chair, J Domingo, C Farmer, E Seedorf.

ABSENT: All members were present

STAFF: Darwin McClary, City Manager and Jill Domingo, City Clerk

III. Approval of Minutes:

❖ October 2, 2019

J Domingo moved, supported by E Seedorf, CARRIED, to Approve October 2, 2019 minutes as presented. (4-0, vv)

IV. Old Business

Chairman M Tymkew informed Board's he signed Hurst Mechanical Contract for boiler update at Maple Grove.

V. New Business

A. Request Approval RFQ for Management of Maple Grove

City Manager McClary noted that this will be a tight time frame for the RFQ but feels it can be done. He will follow-up with Attorney for review of the RFQ before sending out. He is also asking the Board to approve the contract with BidNet Direct for bid services. There is a one-time \$195.00 sign-up fee. There are no other fees to use this program. If contract with Bid Net is approved, all vendors will be required to sign-up and provide RFQ through the BidNet Direct system. All changes/corrections were highlighted in yellow on the RFQ that was provided to the Board.

RFQ changes are as follows:

- Due Dates and contract dates will be updated
- All references in the RFQ to the Housing Commission will be changed to Albion Building Authority

- Documents that have been referenced as available upon request will be included with the RFQ such as the procurement policy; insurance policy; copy of Maple Grove's house rules; ABA by-laws and ABA budget.
- Does the ABA follow the City's procurement policy? Pg. 12 will be changed to the City of Albion's procurement policy.
- Pg. 11 (g) sentence -a copy of which is available upon request to the Director of Housing will be removed.
- Pg. 13 will be changed from the common to the Albion Building Authority
- The Maple Grove information page will be updated with the year built; how many 1- & 2-bedroom units does Maple Grove have; the annual operating budget; the anticipated capital funding and the site size.

Comments were received from Chair M Tymkew and Board Member J Domingo and Kevin Markovich.

J Domingo moved, supported by C Farmer, CARRIED, to Approve the RFQ for Management of Maple Grove with the noted changes. (4-0, vv)

Comments were received from Kevin Markovich who asked if the BidNet Direct services used for the ABA would also be for City use and concern for automatic renewal of the contract.

City Manager McClary stated this was an automatic renewal however there are no fees attached. If the Board no longer wished to contract with BidNet Direct, there is a termination clause that the contract can be terminated by either party with sixty (60) days' notice. The City would contract with BidNet Direct under a separate contract.

J Domingo moved, supported by C Farmer, CARRIED, to Approve Agreement for Services with BidNet Direct; Authorize the \$195.00 one-time fee and Authorize Chair to sign the agreement. (4-0, vv)

Board also discussed the following items:

- Updating ABA's by-laws
- Is the ABA able to bond capital improvement items after they have been completed?
- Can the ABA re-bond for Maple Grove? City Manager McClary will check into whether the ABA is able to re-bond for Maple Grove.
- Will there be a rent reduction for a bond for Maple Grove?
- Does Maple Grove have a snow plow contract? Should the Board Chair sign all contracts for Maple Grove?
- The Board has requested ASR Management Company send all Maple Grove contracts to the City Clerk to place on file.

- ABA's purchasing policy

***The next Special Meeting will be held on October 29, 2019 at 8:00 a.m. at City Hall, Mayor's Office with the following agenda:*

- *ABA By-Laws*
- *ABA 2020 Budget*
- *Easement for Consumers Energy*

- VI. Public Comment (Persons addressing the ABA shall limit their comments to no more than 5 minutes-Proper decorum is required)

JoEllen Rance, Manager Maple Grove stated the boilers have been removed and the new boiler will be hooked up this week. There has been a slight delay with the lighting project as the company had to order the lights. They should be starting in December.

- VII. Excuse Absent Board Member(s)

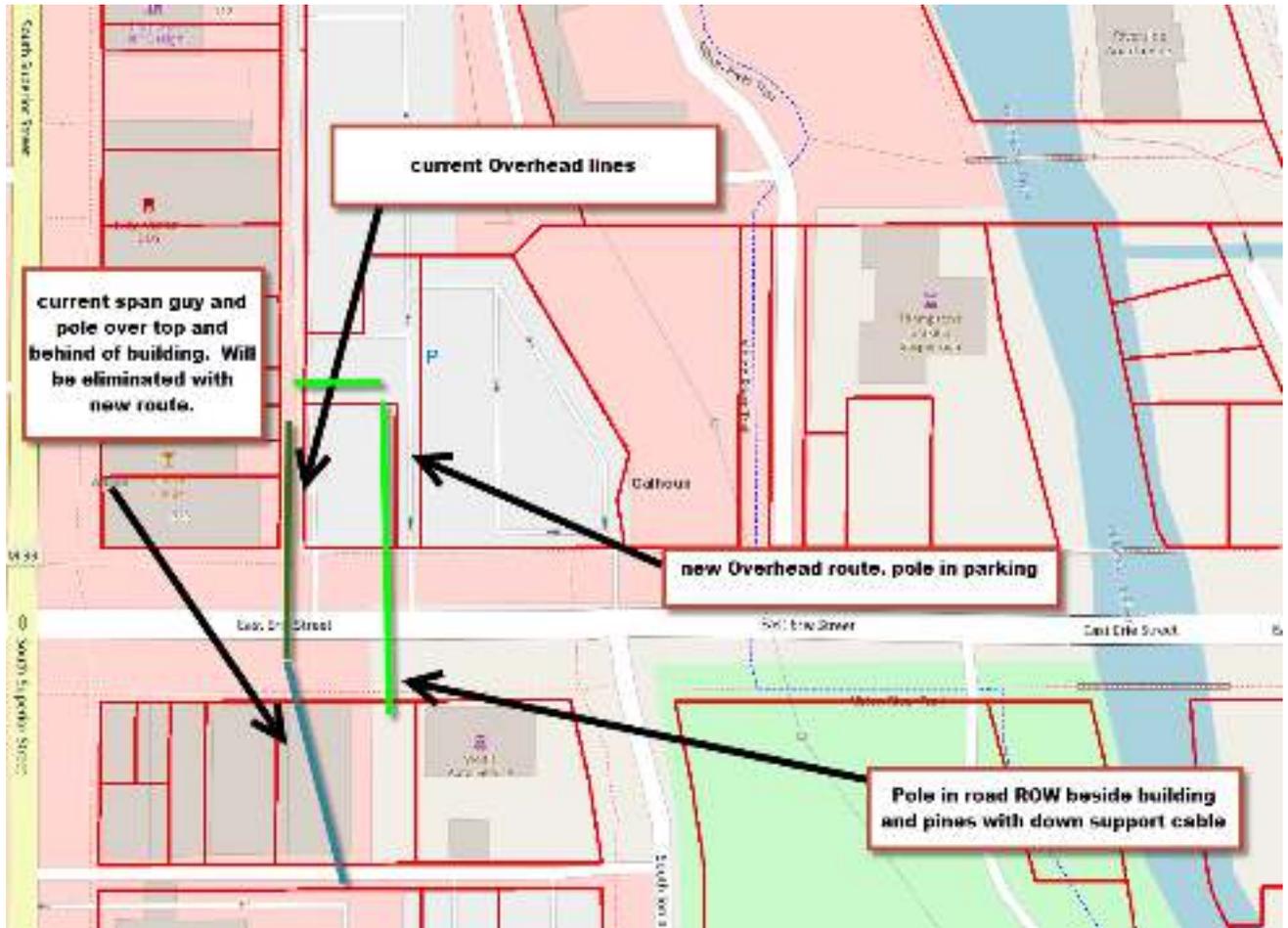
No action was necessary as all members were present.

- VIII. Adjournment

E Seedorf moved, supported by C Farmer, CARRIED, to adjourn the meeting. (4-0, vv)

Meeting adjourned at 9:03 a.m.

Recorded By: J Domingo, City Clerk



EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916058945
SAP# 1048509521
Design# 11068429
Agreement# MI00000046630

ALBION BUILDING AUTHORITY, a Michigan Municipal Corporation, whose address is 112 West Cass Street, Albion, Michigan 49224 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Albion, County of Calhoun, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Form REFORM/EAS2EL/MJL/2015
Revision: 2019.3 (CG)
Approved: 8/20/2019 (AJ)

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Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: ALBION BUILDING AUTHORITY, a Michigan Municipal Corporation

By:
Its:

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,
on _____ by _____, of Albion Building
Date
Authority, a Michigan Municipal Corporation, on behalf of the corporation.

Notary Public

County, Michigan
Acting in _____ County
My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**

Amber Wiswell #190-4
Consumers Energy Company
311 E Michigan Avenue
Battle Creek MI 49014

Prepared By:
Cristi Banks 10/16/2019
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

REGISTER OF DEEDS OFFICE USE ONLY

Return recorded instrument to:
Carrie J. Main, EP7-287
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

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

A parcel of land in the Southwest 1/4 of the Southeast 1/4 of Section 34, Town 2 South, Range 4 West; All that part lying West of Albion Street of the following described premises to-wit: All that part lying West of the right-of-way of the Jackson and Alibion Railroad as described in deed recorded in Liber 178 of Deeds, Page 66, of Calhoun County Register of Deeds Office (Now Consumers Power Company right-of-way) of the following described parcel of land; Commencing at the Southeast corner of Section 34; thence running North on the East line of said section to the South line of the Michigan Central Railroad; thence Westerly along said line of the Michigan Central Railroad to the Lake Shore and Michigan Southern Railroad right-of-way; thence Westerly along said South line of said Lake Shore and Michigan Southern Railroad right-of-way to the Kalamazoo River; thence Southwesterly along said river to the South line of said Section 34; thence Easterly along said section line to the Place of Beginning; excepting therefrom a strip of land 60.00 feet wide running across the above described premises, being right-of-way of the Michigan Central Railroad running to the Gale Works; also excepting therefrom any other street or right-of-way now existing.

Parcel ID: 51-001-852-00

Also known as 403 McClure Riverfront Park, Albion, Michigan 49224

AND

Part of the South 1/2 of Section 34, Town 2 South, Range 4 West, described as: Beginning at the intersection of the South right-of-way line of the Norfolk Southern Railroad and the Northerly estension of the centerline of Ann Street; thence South 01 degrees 40 minutes 05 seconds West on said centerline extended 164.93 feet more or less to the Northerly top of Bank of the Kalamazoo River; thence Westerly along said top of bank on the following courses and distances; thence North 80 degrees 13 minutes 58 seconds West 90.88 feet; thence North 87 degrees 31 minutes 56 seconds West 120.30 feet; thence North 83 degrees 42 minutes 24 seconds West 120.39 feet; thence North 84 degrees 05 minutes 05 seconds West 93.03 feet; thence South 89 degrees 29 minutes 00 seconds West 29.76 feet; thence North 75 degrees 05 minutes 25 seconds West 44.53 feet; thence North 55 degrees 34 minutes 50 seconds West 55.60 feet; thence North 75 degrees 36 minutes 24 seconds West 127.87 feet; thence South 66 degrees 26 minutes 00 seconds West 15.16 feet; thence North 79 degrees 54 minutes 25 seconds West 82.14 feet; thence South 83 degrees 06 minutes 10 seconds West 46.31 feet; thence South 77 degrees 11 minutes 25 seconds West 42.12 feet; thence South 52 degrees 48 minutes 26 seconds West 26.37 feet; thence South 46 degrees 37 minutes 59 seconds West 27.81 feet more or less to the East right-of-way line of Albion Street; thence North 01 degrees 06 minutes 00 seconds East on said East right-of-way line 54.78 feet to a point that is 40.00 feet Northwesterly of the North top of bank of said Kalamazoo River; thence North 52 degrees 48 minutes 26 seconds East 28.72 feet; thence North 77 degrees 11 minutes 25 seconds East 52.83 feet; thence North 83 degrees 06 minutes 10 seconds East 54.35 feet; thence South 79 degrees 54 minutes 25 seconds East 76.01 feet; thence North 66 degrees 26 minutes 00 seconds East 16.82 feet; thence South 75 degrees 36 minutes 24 seconds East 148.63 feet; thence South 55 degrees 34 minutes 50 seconds East 55.78 feet; thence South 75 degrees 05 minutes 25 seconds East 32.24 feet; thence North 89 degrees 29 minutes 00 seconds East 26.59 feet; thence South 84 degrees 05 minutes 05 seconds East 95.41 feet; thence South 83 degrees 42 minutes 24 seconds East 119.18 feet; thence South 87 degrees 31 minutes 56 seconds East 118.38 feet; thence North 28 degrees 32 minutes 23 seconds East 135.83 feet more or less to the Southerly right-of-way of said Norfolk Southern Railroad; thence South 70 degrees 47 minutes 25 seconds East on said South right-of-way line 30.00 feet to the Point of Beginning.

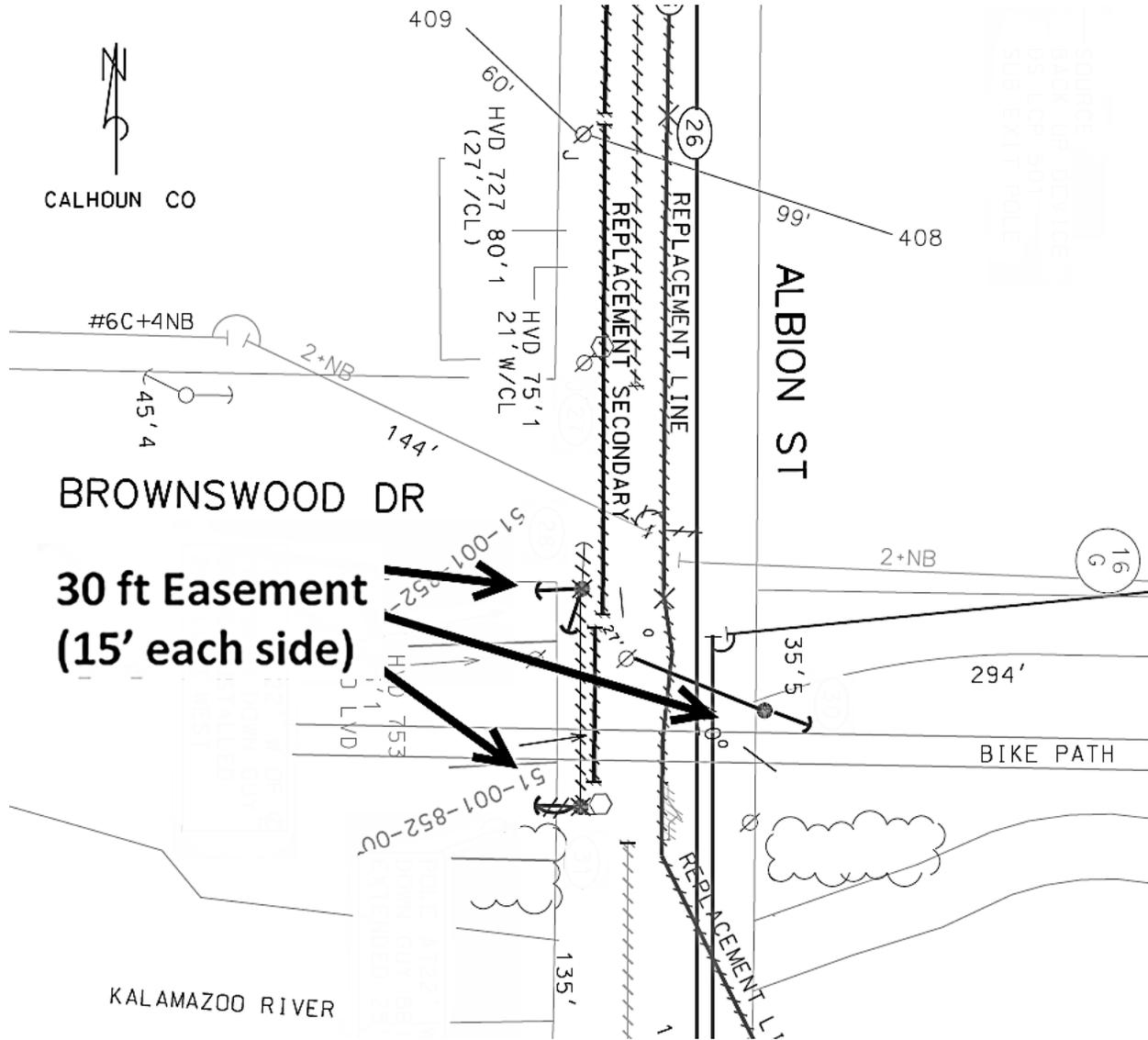
Parcel ID: 51-001-849-01

Also know as 402 North Albion Street, Albion, Michigan 49224

EXHIBIT B

Easement Area

A 30.00 foot-wide strip of land, being 15.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.



EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916058924
SAP# 1048509552
Design# 11069349
Agreement# MI00000046607

ALBION BUILDING AUTHORITY, a Michigan public corporate body, whose address is 112 West Cass Street, Albion, Michigan 49224 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Albion, County of Calhoun, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or

Form REFORM/EAS2EL/MJL/2015
Revision: 2019.3 (CG)
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man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

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Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: ALBION BUILDING AUTHORITY, a Michigan public corporate body

By:
Its:

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan, on _____ by _____ of Albion Building Authority, Michigan _____ Date _____ public corporate body, on behalf of corporate body.

Notary Public

County, Michigan
Acting in _____ County
My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**

Amber Wiswell #190-4
Consumers Energy Company
311 E Michigan Avenue
Battle Creek, MI 49014

Prepared By:
Nicole Corts 10/15/19
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

REGISTER OF DEEDS OFFICE USE ONLY

Return recorded instrument to:
Carrie J. Main, EP7-287
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

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

East 1/2 of Lot 3 and entire Lot 4 and the West 16.90 feet of Lot 5 (112 East Erie Street), Block 65, Original Plat of the Village of Albion, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 2, Town 3 South, Range 4 West, according to the recorded plat thereof, Calhoun County Records.

Parcel ID: 51-001-117-01

Also known as: 112 East Erie Street, Albion, Michigan 49224

Calculations as of 10/31/2019

GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 ACTIVITY THRU 10/31/19	2019 PROJECTED ACTIVITY	2020 REQUESTED BUDGET
Dept 000 - GENERAL							
ESTIMATED REVENUES							
275-000-591.00	INTEREST REV - EDC LOAN	1,207	993	769	769	769	533
FOR LOAN FROM ABA TO EDC TO PURCHASE PROPERTY. LOAN MATURES 1-10-2021							
275-000-665.00	INTEREST	561	1,064	1,000	880	1,250	1,200
275-000-671.00	OTHER REVENUES	2,800	2,800	2,800	2,800	2,800	2,800
FROM ADAMS SIGN FOR BILLBOARD RENTAL AT TRAIN STATION - \$2,800/YR							
TOTAL ESTIMATED REVENUES		4,568	4,857	4,569	4,449	4,819	4,533
NET OF REVENUES/APPROPRIATIONS - 000 - GENERAL		4,568	4,857	4,569	4,449	4,819	4,533

Calculations as of 10/31/2019

GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 ACTIVITY THRU 10/31/19	2019 PROJECTED ACTIVITY	2020 REQUESTED BUDGET
Dept 260	FINANCE DEPT AND/OR ABA GENERAL						
	APPROPRIATIONS						
275-260-801.00	PROFESSIONAL SERVICES	0	90	150	0	100	100
275-260-802.00	CONTRACTUAL SERVICES	0	0	1,000	0	1,000	500
275-260-840.00	ADMINISTRATION FEES	5,615	5,840	5,957	4,468	5,957	6,076
2018 - REFLECTS A 4% INCREASE OVER PRECEEDING YEAR. 2019 - REFLECTS A 2% INCREASE OVER PRECEEDING YEAR. 2020 - REFLECTS A 2% INCREASE OVER PRECEEDING YEAR.							
275-260-955.00	MISCELLANEOUS	556	0	0	277	277	100
HISTORICALLY THIS IS WHERE THE \$50 SIDEWALK ASSESSMENT WAS PAID FOR ALL OF THE ABA PROPERTIES BUT THAT ENDED IN 2017. FOR 2019, THE \$277 REPRESENTS A CORRECTING ENTRY TO ADJUST THE BALANCE SHEET.							
TOTAL APPROPRIATIONS		6,171	5,930	7,107	4,745	7,334	6,776
NET OF REVENUES/APPROPRIATIONS - 260 - ABA General ABA General		(6,171)	(5,930)	(7,107)	(4,745)	(7,334)	(6,776)

Calculations as of 10/31/2019

GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 ACTIVITY THRU 10/31/19	2019 PROJECTED ACTIVITY	2020 REQUESTED BUDGET
Dept 264 - EDC BUILDING							
ESTIMATED REVENUES							
275-264-667.00	RENTS	17,880	2,314	0	0	0	0
2017 - \$906.67/MO FROM EDC, \$500/MO FROM ALBION COMMUNITY FOUNDATION. 2018 - BUILDING SOLD AROUND APRIL, 2018. NO RENTAL INCOME AFTER THAT.							
275-264-673.00	SALE OF FIXED ASSETS	0	135,125	0	0	0	0
2018 - THIS AMOUNT REPRESENTS THE PROCEEDS FROM THE SALE OF THE BUILDING.							
275-264-676.00	REIMBURSEMENTS & RESTITUTIONS	10,112	0	0	0	0	0
2017 - REC'D \$10,112 FROM INSURANCE FOR WATER DAMAGE.							
TOTAL ESTIMATED REVENUES		27,992	137,439	0	0	0	0
APPROPRIATIONS							
275-264-785.00	BUILDING & GROUNDS REPAIR & MA	11,620	320	0	0	0	0
275-264-802.00	CONTRACTUAL SERVICES	198	13,300	0	0	0	0
2018 - SELLING COSTS RELATED TO THE SALE OF THE BUILDING.							
275-264-921.00	GAS	1,681	1,359	0	0	0	0
275-264-922.00	ELECTRICITY	3,828	1,066	0	0	0	0
275-264-923.00	WATER	1,034	238	0	0	0	0
275-264-950.00	INSURANCE AND BONDS	763	683	0	297	297	0
EVEN THOUGH THE BUILDING SOLD, THE INSURANCE ON THE BUILDING WAS NOT CANCELED SO THE \$297 IN 2019 REPRESENTS A PARTIAL YEAR OF INSURANCE PREMIUMS (INSURANCE IS BILLED ANNUALLY SO THIS WAS NOT DISCOVERED UNTIL THE NEXT BILLING CYCLE).							
TOTAL APPROPRIATIONS		19,124	16,966	0	297	297	0
NET OF REVENUES/APPROPRIATIONS - 264 - EDC BUILDING		8,868	120,473	0	(297)	(297)	0

Calculations as of 10/31/2019

GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 ACTIVITY THRU 10/31/19	2019 PROJECTED ACTIVITY	2020 REQUESTED BUDGET
Dept 265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST							
ESTIMATED REVENUES							
275-265-667.00	RENTS	12	12	12	9	12	12
2018, 2019 & 2020 - \$1 PER MONTH RENT REVENUE FROM A .G. EDWARDS.							
275-265-671.00	OTHER REVENUES	1,500	1,500	1,500	1,125	1,500	1,500
2018, 2019 & 2020 - A.G. EDWARDS PAYS \$125/MO IN LIEU OF PROPERTY TAXES.							
TOTAL ESTIMATED REVENUES		1,512	1,512	1,512	1,134	1,512	1,512
APPROPRIATIONS							
275-265-801.00	PROFESSIONAL SERVICES	542	0	0	0	0	0
275-265-921.00	GAS	167	0	0	0	0	0
275-265-922.00	ELECTRICITY	38	0	0	0	0	0
275-265-950.00	INSURANCE AND BONDS	177	183	215	166	215	235
REPRESENTS PROPERTY OWNER INSURANCE ON BUILDING.							
275-265-955.00	MISCELLANEOUS	1,076	1,748	1,790	889	1,790	1,850
FOR SUMMER AND WINTER PROPERTY TAXES							
TOTAL APPROPRIATIONS		2,000	1,931	2,005	1,055	2,005	2,085
NET OF REVENUES/APPROPRIATIONS - 265 - MUNICIPAL BLDG		(488)	(419)	(493)	79	(493)	(573)

Calculations as of 10/31/2019

GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 ACTIVITY THRU 10/31/19	2019 PROJECTED ACTIVITY	2020 REQUESTED BUDGET
Dept 267 - 201 MARKET PLACE							
APPROPRIATIONS							
275-267-785.00	BUILDING & GROUNDS REPAIR & MA	0	0	0	140	140	0
REPRESENTS REPAIRS/IMPROVEMENTS MADE IN STOFFER PLAZA IN 2019.							
TOTAL APPROPRIATIONS		0	0	0	140	140	0
NET OF REVENUES/APPROPRIATIONS - 267 - 201 MARKET PL		0	0	0	(140)	(140)	0

BUDGET REPORT FOR CITY OF ALBION
 Fund: 275 ALBION BUILDING AUTHORITY FUND

Calculations as of 10/31/2019

GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 ACTIVITY THRU 10/31/19	2019 PROJECTED ACTIVITY	2020 REQUESTED BUDGET
Dept 270 - 101 N GALE ST							
APPROPRIATIONS							
275-270-785.00	BUILDING & GROUNDS REPAIR & MA	0	26,700	0	0	0	0
2018 - FOR RE-ROOFING THE GALE ST. BUILDING.							
TOTAL APPROPRIATIONS		0	26,700	0	0	0	0
NET OF REVENUES/APPROPRIATIONS - 270 - 101 N GALE ST		0	(26,700)	0	0	0	0

Calculations as of 10/31/2019

GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 ACTIVITY THRU 10/31/19	2019 PROJECTED ACTIVITY	2020 REQUESTED BUDGET
Dept 271 - FIRE/AMBULANCE BUILDING							
ESTIMATED REVENUES							
275-271-667.00	RENTS	36,000	36,000	36,000	12,000	36,000	36,000
\$21,600 FROM ADPS \$14,400 FROM HURON VALLEY AMBULANCE							
275-271-667.01	RENT ADJUSTMENTS	(16,422)	0	(4,000)	(7,032)	(7,032)	(4,000)
HURON VALLEY AMBULANCE RENT REFUND PER AGREEMENT - 40% OF THE EXCESS OF REVENUE OVER EXPENSES FROM THE PREVIOUS YEAR IS SUPPOSED TO BE SENT BACK TO HURON VALLEY AMBULANCE. (2019 IS TWO YEARS OF REFUNDS ROLLED INTO ONE).							
TOTAL ESTIMATED REVENUES		19,578	36,000	32,000	4,968	28,968	32,000
APPROPRIATIONS							
275-271-776.00	MATERIALS AND SUPPLIES	1,475	1,103	2,250	405	2,250	2,250
275-271-785.00	BUILDING & GROUNDS REPAIR & MA	2,176	7,233	6,250	1,435	6,250	5,000
275-271-802.00	CONTRACTUAL SERVICES	784	89	1,500	954	1,500	1,000
275-271-851.00	TELEPHONE	0	282	0	0	0	0
275-271-921.00	GAS	3,344	3,879	5,500	2,838	5,500	5,000
275-271-922.00	ELECTRICITY	5,631	7,039	7,900	5,944	7,950	7,950
275-271-923.00	WATER	1,371	1,978	2,250	1,409	1,950	2,250
275-271-950.00	INSURANCE AND BONDS	930	1,015	1,200	945	1,200	1,350
TOTAL APPROPRIATIONS		15,711	22,618	26,850	13,930	26,600	24,800
NET OF REVENUES/APPROPRIATIONS - 271 - FIRE/AMBULANCE		3,867	13,382	5,150	(8,962)	2,368	7,200

Calculations as of 10/31/2019

GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 ACTIVITY THRU 10/31/19	2019 PROJECTED ACTIVITY	2020 REQUESTED BUDGET
Dept 273							
ESTIMATED REVENUES							
275-273-667.00	RENTS	1	1	1	0	1	1
RENT IS \$1 PER YEAR PER RENTAL AGREEMENT.							
TOTAL ESTIMATED REVENUES		1	1	1	0	1	1
APPROPRIATIONS							
275-273-785.00	BUILDING & GROUNDS REPAIR & MA	0	9,150	0	0	0	0
2018 - TO FIX THE BEAM UNDER THE FLOOR (FAILING STRUCTURE SUPPORT).							
275-273-840.10	ADMINISTRATIVE FEES - REVITALIZE	0	0	0	4,000	4,000	0
THIS MAY BE REFUNDED IF THE UPSTAIRS RENOVATION TO THE FOOD HUB BLDG DOES NOT MATERIALIZE. THE \$4,000 WAS PAID TO REVITALIZE.							
275-273-922.00	ELECTRICITY	813	676	1,000	609	900	900
FOOD HUB PAYS FOR MOST OF THE ELECTRIC BILLS - ABA ONLY PAYS THE UPSTAIRS APTS BILLS WHICH ARE PRIMARILY JUST METER CHARGES,							
275-273-923.00	WATER	13	0	0	0	0	0
275-273-950.00	INSURANCE AND BONDS	789	775	951	763	951	1,050
TOTAL APPROPRIATIONS		1,615	10,601	1,951	5,372	5,851	1,950
NET OF REVENUES/APPROPRIATIONS - 273 - 112 E ERIE ST		(1,614)	(10,600)	(1,950)	(5,372)	(5,850)	(1,949)
ESTIMATED REVENUES - FUND 275		53,651	179,809	38,082	10,551	35,300	38,046
APPROPRIATIONS - FUND 275		44,621	84,746	37,913	25,539	42,227	35,611
NET OF REVENUES/APPROPRIATIONS - FUND 275		9,030	95,063	169	(14,988)	(6,927)	2,435
BEGINNING FUND BALANCE		112,039	121,069	216,135	216,135	216,135	209,208
ENDING FUND BALANCE		121,069	216,132	216,304	201,147	209,208	211,643

Calculations as of 10/31/2019

GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 ACTIVITY THRU 10/31/19	2019 PROJECTED ACTIVITY	2020 REQUESTED BUDGET
Dept 000 - GENERAL							
ESTIMATED REVENUES							
277-000-502.00	FEDERAL GRANTS	240,088	235,771	230,000	142,423	210,000	180,000
277-000-665.00	INTEREST	1,331	1,442	1,150	3,338	4,250	3,000
277-000-667.00	RENTS	210,536	227,322	217,500	145,112	217,500	186,500
277-000-671.00	OTHER REVENUES	6,762	6,272	6,250	4,526	6,250	6,250
277-000-676.00	REIMBURSEMENTS & RESTITUTIONS	816	556	500	279	279	500
TOTAL ESTIMATED REVENUES		459,533	471,363	455,400	295,678	438,279	376,250
NET OF REVENUES/APPROPRIATIONS - 000 - GENERAL		459,533	471,363	455,400	295,678	438,279	376,250
Dept 701 - ABA SEC 8 MAPLE GROVE							
APPROPRIATIONS							
277-701-726.00	OFFICE SUPPLY	3,785	3,839	5,500	690	2,500	4,000
277-701-727.00	OFFICE EQUIPMENT	61	4,441	6,500	125	4,000	2,500
277-701-728.00	DUES, BOOKS, PERIODICAL	0	0	0	95	100	500
277-701-744.00	POSTAGE	147	88	150	32	150	150
277-701-776.00	MATERIALS AND SUPPLIES	6,086	5,152	12,500	1,473	6,500	12,500
277-701-780.00	VEHICLE & EQUIP MAINT SUPPLIES	0	10	100	176	250	200
277-701-785.00	BUILDING & GROUNDS REPAIR & MA	41,721	51,966	50,000	50,182	57,500	50,000
277-701-801.00	PROFESSIONAL SERVICES	10,371	171	500	210	500	500
277-701-802.00	CONTRACTUAL SERVICES	164,665	138,819	165,000	78,404	135,000	145,000
277-701-840.00	ADMINISTRATION FEES	52,526	58,842	60,653	37,676	60,653	63,500
277-701-851.00	TELEPHONE	2,430	3,644	3,750	4,645	5,600	5,600
277-701-885.00	TRAINING	1,951	1,158	2,500	856	2,500	2,500
277-701-900.00	PUBLISHING	3,323	1,152	2,500	290	2,500	2,500
277-701-921.00	GAS	12,688	12,624	18,500	10,556	16,500	18,500
277-701-922.00	ELECTRICITY	15,872	17,300	19,500	13,473	17,500	19,500
277-701-923.00	WATER	8,145	8,443	10,000	6,288	9,250	10,000
277-701-950.00	INSURANCE AND BONDS	5,374	5,792	6,500	6,305	6,500	6,500
277-701-955.00	MISCELLANEOUS	280	220	500	21	500	500
277-701-977.00	EQUIPMENT	0	0	1,500	0	1,500	1,500
TOTAL APPROPRIATIONS		329,425	313,661	366,153	211,497	329,503	345,950
NET OF REVENUES/APPROPRIATIONS - 701 - ABA SEC 8 MAPLE GROVE		(329,425)	(313,661)	(366,153)	(211,497)	(329,503)	(345,950)
Dept 905 - DEBT SERVICE - BONDS							
APPROPRIATIONS							
277-905-999.00	TRANSFER OUT	62,488	64,750	61,750	61,500	61,750	0
TO DEBT SERVICE FUND 369 - ALBION BLDG AUTHORITY BONDS TO COVER DEBT SERVICE FOR THE FIRE/REMODELING BOND ISSUE. BONDS MATURE 4/1/2019.							
TOTAL APPROPRIATIONS		62,488	64,750	61,750	61,500	61,750	0
NET OF REVENUES/APPROPRIATIONS - 905 - DEBT SERVICE -		(62,488)	(64,750)	(61,750)	(61,500)	(61,750)	0
ESTIMATED REVENUES - FUND 277		459,533	471,363	455,400	295,678	438,279	376,250
APPROPRIATIONS - FUND 277		391,913	378,411	427,903	272,997	391,253	345,950
NET OF REVENUES/APPROPRIATIONS - FUND 277		67,620	92,952	27,497	22,681	47,026	30,300
BEGINNING FUND BALANCE		499,132	566,754	659,707	659,707	659,707	706,733
ENDING FUND BALANCE		566,752	659,706	687,204	682,388	706,733	737,033

BYLAWS

Minutes of a _____ Meeting of the Board of Commissioners of the Albion Building Authority held on the ____ day of _____, 1978, at _____ o'clock __.m., Eastern Daylight Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the City Council of the City of Albion has incorporated the Albion Building Authority (the "Building Authority") pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended; and

WHEREAS, the Articles of Incorporation of the Building Authority require that certain bylaws and rules of procedure be adopted by the Commission of the Building Authority;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The following shall be the Bylaws of the Building Authority:

A. Regular meetings of the Commission of the Building Authority shall be held on the _____ of each _____ at _____ a.m. in the City of Albion City Hall in Albion, Michigan, which said meetings may be adjourned by action of the Commission of the Building Authority from time to time a definitely fixed place, date and time.

B. Special meetings of the Commission of the Building Authority shall be called by the Chairman of the Commission or by any two (2) members of the Commission.

Written notice of special meetings of the Commission shall be either (a) served personally on each member of the Commission or left at his or her usual place of employment or residence not less than twenty-four (24) hours prior to the time of the special meeting; (b) given personally by telephonic communication to

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each member of the Commission not less than twenty-four (24) hours prior to the time of the special meeting; or (c) given by first class mail to each member of the Commission not less than seventy-two (72) hours prior to the time of the special meeting. In the event of notice of a special meeting by telephonic communication with each member of the Commission, an affidavit shall be filed by the person giving notice of said special meeting to a Commissioner by telephonic communication that notice was given to the Commissioner by such means.

Public notice of all regular, special or rescheduled regular meetings of the Commission of the Building Authority shall be given pursuant to the applicable provisions of Act 267 of the Public Acts of 1976.

Any meeting at which all members of the Commission are present shall be a legal meeting for the conduct of business, notwithstanding the fact that it was not called in the manner set forth above and notwithstanding the fact that notice of the meeting was not given in the manner set forth above, provided, that notice of such meeting of the Building Authority was given in accordance with the provisions of Act 267 of the Public Acts of 1976.

Any action of the Commission of the Building Authority taken without notice to a Commissioner as hereinabove required shall be valid if such Commissioner not so notified at anytime before or after the action is taken submits a signed waiver of notice, and, if signed after the action was taken, also ratifies the action so taken.

C. A majority of the qualified membership of the Commission of the Building Authority shall constitute a quorum and all proceedings of the Commission shall require for favorable action a vote of three members of the Commission.

D. The Commission shall act by resolution or motion and shall keep a journal of its proceedings, which shall be signed by the Secretary. Said journal shall show how each member voted and each member shall vote upon all motions and resolutions unless he is disqualified from voting thereon by reason of any direct or indirect personal interest as defined by the State of Michigan Conflict of Interest Laws.

E. All checks of the Building Authority shall be executed by the Treasurer and the Chairman of the Commission of the Building Authority. All bonds or other obligations of the Building Authority shall be signed by the Chairman and Secretary and the seal of the Authority shall be affixed thereto. Interest coupons attached to bonds shall be executed with the facsimile signature of the Chairman.

F. The Treasurer shall make an annual report of the receipts and disbursements of the funds of the Building Authority for the preceeding year at a regular meeting to be held in the month of _____ of each year.

G. The Secretary of the Building Authority is hereby authorized and directed to obtain a seal for the Authority, which seal shall be the official seal of the Building Authority.

H. In case of the temporary absence or disability of any officer, the Commission may appoint some other member of the Commission to act temporarily in his or her stead, except that in the case of the temporary absence or disability of the Chairman, the Secretary of the Commission shall act as Chairman.

I. The Commission by resolution may establish advisory committees for the purpose of assisting the Commission in the discharge of its duties. The resolution establishing an advisory committee shall state the names of the committee members, their terms of office and the committee's function.

J. The Commission may appoint a recording secretary and deputy treasurer who need not be members of the Commission.

K. All actions of the Commission of the Building Authority shall be governed by Roberts Rules of Order if not inconsistent with the Articles of Incorporation of the Building Authority or its Bylaws.

2. These Bylaws shall be effective when approved by the City Council of the City of Albion and the Secretary is hereby directed to file this resolution with the City Clerk for presentation to said Council for their approval.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Commissioners _____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Secretary
Albion Building Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the Albion Building Authority, State of Michigan, at a _____ Meeting held on _____, 1978, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976.

Secretary
Albion Building Authority

DATE OF RECORD: May 19, 1978

ARTICLES OF INCORPORATION
OF
ALBION BUILDING AUTHORITY

These Articles of Incorporation are adopted, signed and acknowledged by the incorporating unit for the purpose of forming a nonprofit municipal Building Authority under the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, the Articles being as follows:

ARTICLE I

The name of this corporation and authority is the ALBION BUILDING AUTHORITY.

ARTICLE II

The incorporating unit is the City of Albion, located in Calhoun County, Michigan, a municipal corporation of the State of Michigan.

ARTICLE III

This authority is incorporated for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining a building or buildings, automobile parking lots or structures, recreational facilities, and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, for use for any legitimate public purpose of the City of Albion.

ARTICLE IV

POWERS AND DUTIES:

Section 1. The Authority shall be a body corporate with power to sue and be sued in any court of the State of Michigan.

Section 2. The Authority and the incorporating unit shall have the power to enter into a contract or contracts whereby the Authority will acquire property necessary to accomplish the purposes of this incorporation and

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contemplated by the terms of the enabling act and lease said property to the incorporating unit for a period of not to exceed fifty (50) years, which contracts may be either a full faith and credit general obligation of the incorporating unit or shall not be a full faith and credit general obligation of the incorporating unit. The contract with the incorporating unit may also provide that the incorporating unit shall pay all costs and expenses of operation and maintenance of the property and the operating expenses of the Authority, including expenses incidental to the issuance and payment of bonds, and such contract may provide that the obligation of the incorporating unit thereunder for the payment of any rental required thereby shall not be subject to any setoff by the incorporating unit or any abatement of cash rentals for any cause, including but not limited to casualty that results in the property being untenable. The incorporating unit shall have such rights to sublet or assign property leased from the Authority as provided in the aforesaid Act 31, as now or hereafter amended.

Section 3. For the purpose of accomplishing the objects of its incorporation, the Authority may acquire property by purchase, construction, lease, gift, devise or condemnation, and for the purpose of condemnation, it may proceed under the provisions of Act No. 149 of the Public Acts of 1911, as amended, or any other appropriate statute.

Section 4. For the purpose of defraying all or part of the cost of acquiring, improving, and enlarging any building or buildings, automobile parking lots or structures, recreational facilities and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, and furnishing and equipping the same the Authority, (a) after execution and delivery of a full faith and credit general obligation contract of lease, as provided in Act 31 of the Public Acts of Michigan (Extra Session) 1948, as amended, may by ordinance or resolution duly adopted by a majority vote of the elected members of the Commission of the Authority issue its negotiable bonds in anticipation of the contract obligations of the incorporating unit to make cash rental payments to the Authority and may pledge the receipts from such payments

for payment of said bonds and the interest thereon; (b) after execution of a contract of lease which is not a full faith and credit general obligation of the incorporating unit as provided in Act 31 of the Public Acts of Michigan (Extra Session) 1948, as amended, may by ordinance or resolution duly adopted by a majority vote of the elected members of the Commission of the Authority issue its negotiable bonds in anticipation of the contract obligations of the incorporating unit to make cash rental payments to the Authority and may pledge the receipts from such payments for payment of said bonds and the interest thereon; in both cases as provided by and subject to and in accordance with Act 31 of the Public Acts of Michigan (Extra Session) 1948, as amended. Bonds shall not be issued unless the property has been leased by the Authority to the incorporating unit for a period extending beyond the last maturity of the bonds and no maturity shall in any event be more than forty (40) years from the date of the bonds. In addition, the Authority shall have the power to issue such other bonds as it may be authorized to issue under the general laws of the State of Michigan said bonds to be issued in accordance with and subject to the provisions of such other laws. No bonds of the Authority shall be delivered to the purchasers thereof in any event until such time as all rights of referendum with respect to said bonds or any contract between the Authority and the incorporating unit shall have expired without a referendum petition being filed or, if a referendum petition is filed with respect thereto, until after an election approving said contract or the issuance of the bonds as may be required by law shall have been held and the same approved by a majority vote of the electors of the incorporating unit voting thereon.

Section 5. When all bonds issued pursuant to the provisions of the enabling Act under which the Authority is incorporated shall have been retired, the Authority shall convey title to the property acquired hereunder to the incorporating ~~unit~~^{unit} in accordance with directions of the governing body of the incorporating unit or any agreement adopted by the governing body of the incorporating unit.

Section 6. All property owned by the Authority shall be exempt from taxation by the State or any taxing unit therein.

Section 7. The Authority shall possess all the powers necessary to carry out the purpose of its incorporation, including the incidental powers necessary thereto. The powers herein granted shall be in addition to those granted by any statute or charter, and the enumeration of any power either in these Articles of Incorporation or in the enabling Act, shall not be construed as a limitation upon such general powers.

Section 8. The term of this corporation and Authority shall be perpetual, or until terminated in accordance with law and in any event shall not be less than or terminated prior to the time that all bonds or other obligations of the Authority are paid in full.

ARTICLE V

GOVERNING BODY OFFICERS:

Section 1. The Authority shall be directed and governed by a Board of Commissioners of three (3) members known as the "Commission", each to be elected by the City Council of the City of Albion. No member of the legislative body of the incorporating unit shall be eligible for membership or appointment to this Authority.

Section 2. The terms of the three (3) Commissioners constituting the first Commission shall be for a term of years as follows: one Commissioner for a term ending on June 30, 1981, one Commissioner for a term ending on June 30, 1980, and one Commissioner for a term ending on June 30, 1979, respectively. Thereafter, succeeding Commissioners shall serve for three-year terms.

Section 3. The Commission shall designate one of its members as Chairman, one of its members as Secretary, and a Treasurer who need not be a member of the Commission, each to be designated for such term in office as may be fixed by the bylaws.

Section 4. The Commission shall adopt and may amend bylaws and rules of procedure consonant with the provisions of the enabling act and provide therein for regular meetings of the Commission.

Section 5. The Commission shall adopt a corporate seal.

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Section 6. The Chairman shall preside at meetings of the Commission and may sign and execute all authorized bonds, contracts, checks and other obligations and execute interest coupons with his facsimile signature in the name of the Authority when so authorized by the Commission. He shall do and perform such other duties as may be fixed by the bylaws and from time to time assigned to him by the Commission.

Section 7. The Secretary shall keep the minutes of all meetings of the Commission, and of all committees thereof, in books provided for that purpose. He shall attend to the giving, serving and receiving of all notices or process of or against the Authority. He may sign with the Chairman in the name of the Authority all bonds, contracts and other obligations authorized by the Commission, and when so ordered, he shall affix the seal of the Authority thereto. He shall have charge of all books and records which shall at all reasonable times be open to inspection and examination of the Commission or any member thereof, and, in general, perform all the duties incident to his office. The Secretary shall preside at meetings of the Commission in the absence of the Chairman.

Section 8. The Treasurer shall have custody of all the funds and securities of the Authority which may come into his hands or possession. When necessary or proper, he shall endorse in behalf of the Authority for collection, checks, notes, and other obligations, and shall deposit them to the credit of the Authority in a designated bank or depository. He shall sign all receipts and vouchers for payment made to the Authority. He shall jointly with such other officer as may be designated by the Commission sign all checks, promissory notes and other obligations of the Authority when so ordered by the Commission. He shall render a statement of his cash accounts when required by the Commission. He shall enter regularly in the books of the Authority to be kept by him for the purpose full and accurate accounts of all moneys received and paid by him on account of the Authority, and shall, at all reasonable times, exhibit his books and accounts to the Commission or any member thereof when so required. He shall perform all acts incidental to the position of Treasurer fixed by the bylaws and as

ARTICLE VIII

REGISTERED OFFICE:

Location of registered office and post office address is:

Office of the City Clerk
Albion, Michigan 49224

ARTICLE IX

These Articles of Incorporation shall become effective and be in full force and effect ten (10) days after their adoption, as provided in Section 6 of the aforesaid Act 31.

IN WITNESS WHEREOF, the incorporating unit has adopted and authorized to be executed these Articles of Incorporation in behalf of the City of Albion, a municipal corporation of the State of Michigan, by the Mayor and City Clerk of the City of Albion.

CITY OF ALBION

By Wanda M. Jones
Mayor

By David T. ...
City Clerk

(SEAL)

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assigned to him from time to time by the Commission. He shall be bonded for the faithful discharge of his duties as Treasurer, the bond to be of such character, form and in such amount as the Commission may require.

Section 9. Annual compensation, if any, for the members of the Commission shall be fixed by the Commission when approved by a majority of the City Council of the City of Albion. No Commissioner who holds any paid public office or public employment shall receive any salary as such Commissioner.

Section 10. Vacancies occurring in the office of the Commission shall be filled by the City Council of the City of Albion for the unexpired term.

Section 11. A Commissioner may be removed from office for cause by an affirmative majority vote of the City Council of the City of Albion.

Section 12. The books and records of the Authority and of the Commission, officers and agents thereof shall be open to inspection and audit by the City of Albion at all reasonable times. The Authority shall submit an annual report to the City of Albion.

ARTICLE VI

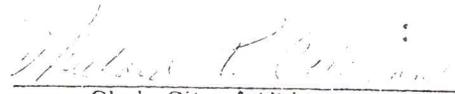
The City Clerk of the City of Albion shall cause a copy of these Articles of Incorporation to be published once in the Albion Evening Recorder, being a newspaper circulated within the City of Albion, as provided in the enabling Act, such publication to be accompanied by a notice that valid incorporation of the Authority shall be conclusively presumed unless questioned in a court of competent jurisdiction as provided in Act 31 of the Public Acts of Michigan (Extra Session) 1948, as amended.

ARTICLE VII

AMENDMENTS:

Amendments may be made to these Articles of Incorporation as provided in Section 10 of the aforesaid Act 31.

The foregoing Articles of Incorporation were adopted by the City Council of the City of Albion, County of Calhoun, Michigan, at a meeting duly held on the 17 day of May, 1978.


Clerk, City of Albion

Dated: May 17, 1978.

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NOTICE OF INCORPORATION OF
ALBION BUILDING AUTHORITY

PLEASE TAKE NOTICE that on May 17, 1978,

the City Council of the City of Albion, County of Calhoun, Michigan, did pursuant to Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, adopt Articles of Incorporation of the Albion Building Authority, as hereinafter set forth. Said Articles will be filed with the Calhoun County Clerk and the Michigan Secretary of State, as required by said Act.

SAID ACT GRANTS THE RIGHT TO QUESTION THE VALIDITY OF SUCH INCORPORATION IN A COURT OF COMPETENT JURISDICTION WITHIN SIXTY (60) DAYS AFTER THE LAST OF THE ABOVE FILING IS ACCOMPLISHED. AFTER SUCH TIME THE INCORPORATION SHALL BE CONCLUSIVELY PRESUMED TO BE VALID.

Further information including the time of the above filings may be obtained from the office of the City of Albion City Clerk.

Richard P. Coleman

City of Albion, City Clerk

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