



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.

AGENDA

COUNCIL MEETING Monday, September 16, 2019 7:00 P.M.

David Atchison
Mayor

Vicky Clark
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

Shane Williamson
Council Member
6th Precinct

Scott Kipp
Interim City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

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

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

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)
- VI. PRESENTATIONS AND RECOGNITIONS
 - A. Restoration of the Coca-Cola Sign-Linda Kolmodin
- VII. PUBLIC HEARING-None
- VIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- VIII. CLOSED SESSION – The City Attorney requests a Closed Session under the Open Meetings Act (Section 15.268 (h), 267 of 1976 as amended) to consider material exempt from discussion or disclosure by state or federal statute.
- IX. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
 - A. Approval Study Session Minutes, September 3, 2019
 - B. Approval Regular Session Minutes, September 3, 2019
 - C. Approval of Assembly Permit for Festival of the Forks on September 20th & 21st, 2019
- XI. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Discussion/Approval Dalrymple Site Recommendations
 - B. Request Approval GovHr Settlement Agreement



CITY OF ALBION

CITY COUNCIL MEETING AGENDA

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

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- C. Discussion/Approval Replacement of Drinking Fountain at Holland Park
 - D. Discussion/Approval \$950.00 to install pipe and connections to maintain landscape at Holland Park
 - E. Request Approval City Manager Contract
-
- XII. FUTURE AGENDA ITEMS
 - XIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required).
 - XIV. CITY MANAGER REPORT
 - XV. MAYOR AND COUNCIL MEMBER COMMENTS
 - XVI. MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)
 - XVII. ROLL CALL
 - XVIII. ADJOURN

City of Albion
Study Session Minutes
September 3, 2019

I. CALL TO ORDER

Mayor Atchison opened the study session at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT: Vicky Clark (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5), and Mayor Atchison.

ABSENT: Shane Williamson (6)

STAFF PRESENT:

Scott Kipp, Interim City Manager/Chief Public Safety; Cullen Harkness, City Attorney and Haley Snyder, Interim Assistant City Manager/Deputy Clerk/Treasurer.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. WWII Proclamation & Ceremony

Mayor Atchison announced there are eight (8) WWII veterans present at tonight's ceremony. Mayor Atchison, County Commissioner Gary Thompkins, Nicole Williams with Senator Gary Peter's Office, and Karen Todd with Senator Dr. John Bizon's Office read aloud Proclamations honoring WWII veterans and presented to those who were present.

Comments were received from Council Member V Clark, L Reid, S Brown, M Lawler, J Spicer, and Mayor Atchison.

VI. CITY MANAGER REPORT-None

VII. MAYOR AND COUNCIL MEMBER COMMENTS

No Mayor and Council comments were received.

VIII. ADJOURNMENT

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

Mayor Atchison adjourned the Study Session at 6:58 p.m.

Date

Haley Snyder
Interim Assistant City
Manager/Deputy Clerk/
Treasurer

City of Albion
Council Session Minutes
September 3, 2019

I. CALL TO ORDER

Mayor Atchison called the regular meeting to order at 7:07 p.m.

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

PRESENT: Vicky Clark (1), Lenn Reid (2); Sonya Brown (3); Marcola Lawler (4); Jeanette Spicer (5), and Mayor Atchison.

ABSENT: Shane Williamson (6)

STAFF PRESENT:

Scott Kipp, Interim City Manager/Chief Public Safety; Haley Snyder, Interim Assistant City Manager/Deputy Clerk/Treasurer; Cullen Harkness, City Attorney; Kent Phillips, Acting Interim Public Services.

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

- Mayor Atchison asked to add Albion District Library Update to Presentations.

Brown moved, Reid supported, CARRIED, to Approve the Agenda with the above changes. (6-0, vv)

VI. PRESENTATIONS

A. Big Read-Jess Roberts

Jess Roberts, Big Read Director gave the following Big Read update:

- This summer, twenty-two (22) Albion kids participated in the Bid Read summer program at Albion College.
- Six (6) Albion College Fellows volunteered all summer for the program.
- Five (5) book hubs opened today across town.
- Residents can stop by any of the five (5) locations and pick up a free copy of this year's Big Read book – Pride by Ibi Zoboi.

- The five (5) hub locations are City Hall, Albion District Library, Charles Snyder Building, Pure Albion, and Albion College English Department.
- Students will be leading discussions on the Big Read book during the entire month of October.
- Many Big Read events coming within the next few months – September 28th, Albion’s Big Read Kick-Off at Holland Park, October 1st, Step Afrika at Washington Gardner Auditorium, October 8th, Screening of Amazing Grace at The Bohm Theater, and October 28th, Albion’s Big Read Celebration with Ibi Zoboi at The Bohm Theater.

B. 2018 Planning Commission Annual Report

Mayor Atchison stated the 2018 Planning Commission Annual Report was reviewed and approved by the Commission at the August 20th, Planning Commission Meeting. The report details the 2018 Planning Commission Board Members, purpose of the Planning Commission, legislative action taken, and the zoning re-write process.

Comments were received from Council Member Brown.

C. Albion District Library Update – Cindy Stanczak

Cindy Stanczak, Albion District Library Director gave the following Library update:

- The Library has a lot going on during the month of September.
- The month of September is library card sign up month. Anyone who signs up or renews their library card will receive a special centennial bag.
- Residents living in the City of Albion, Albion Township, and Sheridan Township are able to register for an Albion District Library card.
- The District Library has an agreement with the Jackson District Library allowing Jackson residents to register for an Albion Library card.
- 2019 marks the centennial year for the District Library.
- The Sunday of Festival Weekend (9/22), the Library will host an all Board and Staff reunion to celebrate the 100 years of operation.
- Festival Book Sale will take place Friday (9/20) and Saturday (9/21) - \$1.00 for all hard cover books and \$.50 for all soft cover books.

Comments were received from Council Member Brown.

VII. PUBLIC HEARINGS-None

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

No public comments were received.

IX. CLOSED SESSION- The City Attorney requests a Closed Session under the Open Meetings Act (Section 15.268 (h), P.A. 267 of 1976, as amended) to consider material exempt from discussion or disclosure by state or federal statute.

Brown moved, Reid supported, CARRIED to adjourn to Closed Session. (6-0, rcv)

Mayor Atchison adjourned to closed session at 7:25 p.m.

Mayor Atchison re-convened the regular session at 7:33 p.m.

ROLL CALL

PRESENT: Vicky Clark (1); Lenn Reid (2); Sonya Brown (3); Marcola Lawler (4); Jeanette Spicer (5); and Mayor Atchison.

ABSENT: Shane Williamson (6)

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

A. Approval Special Session Minutes, August 17, 2019

B. Approval Special Session Minutes, August 19, 2019

C. Approval Regular Session Minutes, August 19, 2019

D. Approval of Assembly Permit for Big Read Program on September 28, 2019 at Holland Park

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

XI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Request Approval City Attorney Contract

Comments were received from Council Member Brown, Mayor Atchison and City Attorney Harkness.

Reid moved, Brown supported, CARRIED to Approve City Attorney Contract as presented. (6-0, rcv)

B. Request Approval 2nd Reading & Adoption Ordinance # 2019-07, An Ordinance to Amend Ordinance 58-167, Drug Paraphernalia

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

Clark moved, Brown supported, CARRIED, To Approve 2nd Reading & Adoption Ordinance # 2019-07, An Ordinance to Amend Ordinance 58-167, Drug Paraphernalia as presented. (6-0, rcv)

C. Request Approval for \$3,631.00 to Jamar Technologies for Radar Recorder Kit with Software

Interim City Manager/Chief of Public Safety Kipp provided Council with information on a speed tracking device. The device would allow us to get a sense of traffic patterns and when high speeds occur in certain areas. The device was not budgeted for 2019, however General Fund Balance could be utilized to cover the costs if Council chooses to move forward with the purchase.

Comments were received from Council Member Clark, Reid, Brown, and Spicer.

Reid moved, Clark supported, CARRIED, to postpone until further detailed report is received from Chief Kipp. (6-0, vv)

D. Discussion/Approval Dalrymple Site Recommendations

Interim Public Works Director Phillips provided Council with a quote from Justice Fence Company - \$31,800. The estimate includes placing a fence around the perimeter of the property and along the proposed pathway down the middle of the property. The signs have been received and will be placed around the property sometime this week. Public Works Staff will use road millings to install the pathway.

Council Member Clark asked if other fencing companies have been considered. If not, moving forward, estimates should be received from more than one vendor when considering costs for projects.

Council Member Brown asked if the milling path and fencing are the two (2) recommendations the Department is presenting to Council.

Interim City Manager/ Chief of Public Safety Kipp stated the two (2) options are to put signs up around the property and create a mill path, or create a mill path with a fence around the perimeter of the property and along the path.

Comments were received from Council Member Clark, Reid, Brown, Spicer and Mayor Atchison; Interim City Manager/Chief of Public Safety Kipp and Interim Director of Public Works Phillips.

Brown moved, Clark supported, CARRIED to postpone until next meeting to allow for Council Member Brown to reach out to residents who live in the area for feedback. (6-0, vv)

E. Discussion City Tree Removal

Interim Public Works Director Phillips provided Council with the following update on City tree removal:

- For 2019, \$30,000 has been budgeted for tree removal.
- The Public Works Department has gone through $\frac{3}{4}$ of town to assess and map out based on the severity of the trees.
- Currently, there are thirty (30) trees on the list that are “dead and dangerous”. Fifteen (15) additional trees have been taken down.
- There is not a current plan for replacing trees that have been taken down.

Comments were received from Council Member Clark, Brown, and Spicer.

F. Discussion/Approval Mechanical Amusement Device for Cascarelli's

Comments were received from Council Member Clark, Reid, Brown, Spicer, Mayor Atchison and City Attorney Harkness.

Spicer moved, Reid supported, FAILED to Approve Mechanical Amusement Device for Cascarelli's as presented. (3-3, rcv)

XII. FUTURE AGENDA ITEMS

The following items were requested for the next agenda:

- Council Member Brown asked for Dalrymple Site Discussion
- Council Member Spicer asked for Rental Certification – Study Session

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

Comments were received from Gary Thompkins, Calhoun County Commissioner.

XIV. CITY MANAGER REPORT

Interim City Manager/Chief Public Safety Kipp provided the following City Manager Report:

- The North Street project was completed last week. Working to get the lines painted this week.
- VCR/Recorder for Council Meetings has stopped working.

XV. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Member Clark, Brown, Lawler and Mayor Atchison.

XVI. EXCUSE ABSENT COUNCIL MEMBER (S)

Brown moved, Clark supported, CARRIED to excuse absent Council Member Williamson. (6-0, vv)

XVII. ROLL CALL

PRESENT: Vicky Clark (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5) and Mayor Atchison.

ABSENT: Shane Williamson (6)

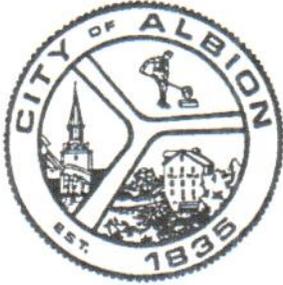
XVIII. ADJOURNMENT

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

Mayor Atchison adjourned the Regular Session at 8:48 p.m.

Date

Haley Snyder
Interim Assistant City Manager/
Deputy Clerk/Treasurer



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: Festival of the Forks

DATE: Sept. 20 - 21

FACILITIES: Superior St. + ~~St. Louis~~ Stoffer Plaza
Michigan to Ash St.

NUMBER OF
PEOPLE(S): 5,000 +

CONTACT PERSON: Eric Worley

INSURANCE: Mark Putvin State Farm Policy # 1293-6821-04

PHONE NUMBER: 517-629-5533



August 29, 2019

City of Albion
Attn: Kent Phillips
Albion, MI
Phone: 517-629-7887
Email: kphillips@cityofalbionmi.gov

SUBJECT: Dalrymple Fence

We are pleased to provide you with a quote for materials, labor and supervision to install the following:

- To install approximately 2,015' of 6' high residential chain link fence with 2 1/2" terminals, 1 5/8" line posts and 11.5-gauge wire KK.

Total \$31,800.00

Any alterations or deviation from above specs involving extra cost will be executed on upon written orders and will become an extra charge added to the estimate. All temporary fencing quotes are based on six month rental unless otherwise specified. All agreements are contingent upon strikes, accidents, weather or delays beyond our control. Unknown underground obstructions causing delays may result in extra charges. Our workers are fully covered by Workman's Compensation Insurance. Material pricing is good for 30 days. PROPOSAL IS GOOD FOR 30 DAYS.

ACCEPTANCE OF PROPOSAL:

Signature: _____ **Date:** _____

Sincerely,

Holly Hickman
Project Manager
Office: 269-964-1596
Email: hhickman@justicefence.com





Calhoun GIS



Map Publication:
09/09/2019 8:13 PM



powered by
FetchGIS 

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Calhoun County expresses no warranty for the information displayed on this map document.

EMPLOYMENT AGREEMENT

ALBION CITY MANAGER

This agreement, made and entered into this _____ day of _____, 2019, by and between the City of Albion, State of Michigan, a Municipal Corporation, hereinafter referred to as "City," and Darwin McClary, hereinafter referred to as "City Manager," herein agree as follows:

Whereas, the City Council and Mayor have been empowered to appoint and remove the City Manager, as provided by the Albion City Charter; and

Whereas, the City desires to employ the services of Darwin McClary as City Manager for the City of Albion; and

Whereas, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of said City Manager; and

Whereas, it is the desire of the City to:

1. Secure and retain the services of the City Manager and to provide inducement for him to remain employed as such;
2. Act as a deterrent against malfeasance, dishonest or personal gain on the part of the City Manager;
3. Provide a means for discontinuing City Manager's service at such time as he may be unable to fully discharge his duties due to disability or when City may otherwise desire to terminate his employment; and

Whereas, Darwin McClary desires to accept employment with the City as City Manager;

Therefore, in consideration of the mutual covenants contained here, the parties herein agree as follows:

Section 1. Duties

The City hereby agrees to employ Darwin McClary as City Manager of the City to perform the functions and duties of the office of City Manager as set forth in the Albion City Charter and Ordinances, as well as the statutes of the State of Michigan, and to perform other legally permissible duties and functions as the Albion City Council and Mayor shall from time to time assign by majority vote and as allowed by law;

The City Manager shall devote his full attention and effort to the office of City Manager and perform the duties and functions of City Manager as described above in a professional manner;

Section 2. Status and Term

- a. The City Manager shall serve at the pleasure of the City Council and Mayor and shall be considered an at-will employee of the City;
- b. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council and Mayor to terminate the employment of the City Manager at any time for any reason;
- c. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position with the City;
- d. The City Manager shall commence employment with the City on September 30, 2019.
- e. The City Manager agrees to remain in the exclusive employ of the City, while employed in the capacity of City Manager, and shall neither accept employment nor become employed by any other employer without the prior written approval of the City Council and Mayor. The City acknowledges that the City Manager maintains his own domestic limited liability company for municipal management consulting and recognizes that certain outside consulting or teaching opportunities provide indirect benefits to the City. The City Manager may elect, subject to the approval of the Council and Mayor, to accept limited teaching or consulting opportunities provided that such arrangements must neither constitute interference with, nor a conflict of interest with, his responsibilities under this agreement.
- f. This agreement is for a term not to exceed forty-eight (48) months, but is renewable upon the mutual agreement of the parties herein. In the event that the City does not intend to renew this agreement, the City shall provide written notice to the City Manager at least one hundred thirty-five days prior to the end of the agreement term. Failure by the City to provide such notice within the timeframe specified shall result in the automatic extension of this agreement for an additional one-year term. The City Manager shall not be entitled to a severance package as described in Section 4 of this agreement in the event of non-renewal.

Section 3. Administrative Leave

- a. The City Council and/or the Mayor, having consulted with the City Attorney, may place the City Manager on Administrative Leave, with full pay and benefits at any time during the term of this agreement, in the Council's and/or the Mayor's complete discretion. In the event the Mayor, in his/her sole discretion places the City Manager on administrative leave, a special meeting shall be convened within seventy-two (72) hours for the Council to

take action regarding the status of the City Managers leave. In event a council meeting is not held within seventy-two (72) hours the City Manager shall automatically be reinstated.

- b. Any pay or benefits given by the City during a period of Administrative Leave shall be counted toward any obligations under the severance provisions of this Agreement, not to exceed fifty (50%) percent of the severance package, should the City Manager be terminated at the end of a period of Administrative Leave.

Section 4. Termination and Severance Pay

- a. Termination for Cause: The City may terminate the employment of the City Manager with cause, at any time and without severance, if the City Council determines, after an investigation and after having consulted with the City Attorney, through a majority vote, that the City Manager has done any of the following:
 - 1) Been found guilty, pled guilty, pled no contest, or otherwise convicted of any criminal or administrative law of any state, municipality, or the federal government,
 - 2) Engaged in a willful violation of one or more City of Albion policies which have been formalized in a written manual, document, booklet, contract, collective bargaining agreement, or resolution, or
 - 3) Engaged in gross negligence of his duties as City Manager.

The City Manager shall have an opportunity to meet with the City Council to present his position as to any allegations alleged under this sub-section, prior to a vote by the Council under this sub-section.

In the event that the City terminates the City Manager's employment for cause, and the issue of termination is challenged in a court of law, the prevailing party shall be entitled to reasonable attorney fees in having to litigate the matter. Additionally, if a court determines that the City Manager was terminated without cause, the City Manager shall be entitled to an additional six (6) months salary.

- b. Except as provided in Section 4, subsection (a) above, in the event the City Council and Mayor terminates the employment of the City Manager, during such time that City Manager is willing and able to perform his duties under this agreement, then the City shall pay to the City Manager a severance package as stated in Section 4, subsection (c) subject to the full release detailed in Section 4, subsection (d).
- c. In the event the City Manager is terminated by the City under Section 4(b):

- i. The City shall pay to City Manager the equivalent of one hundred eighty (180) days pay based upon his salary at the date of termination;
 - ii. Payment of severance shall be in the same interval as all other City pay, or in a single lump sum payment, in the sole discretion of the City;
 - iii. The City shall provide twelve (12) months of health and medical insurance, following the date of termination or until such time as the City Manager secures health and medical insurance through other employment, whichever comes first. The City shall maintain and pay for health and medical insurance in such amounts and on such terms as are provided to other non-union City employees, however no other benefits shall accrue during this period. The City Manager remains responsible for the payment of any and all insurance deductibles. In the event that the City Manager receives a health and medical insurance opt-out payment at the time of termination, the City Manager shall be paid 12 months opt-out payment in the same interval as all other City employees receive such payment, or in a single lump sum payment, in the sole discretion of the City;
 - iv. The City shall provide six (6) months of life insurance following the date of termination, or until such time as the City Manager secures health and medical insurance through other employment, whichever comes first; and
 - v. The City shall pay the value of any unused and accrued Paid Time Off.
- d. The severance pay and any benefits, provided for in Section 4, subsection (c), beyond those required by COBRA (Consolidated Omnibus Benefits Reconciliation Act of 1985), are contingent on the City Manager executing a full release from liability to the City from any known or unknown cause of action against the City by the City Manager, including, but not limited to, any and all claims under any statutory or common law theory, including all claims under the Elliott-Larsen Civil Rights Act, the Handicapper's Civil Rights Act, the Bullard-Plawecki Employee Right to Know Act, in addition to claims alleging wrongful discharge, retaliatory discharge, age discrimination (including the Age Discrimination in Employment Act and Older Workers Benefit Protection Act), sex discrimination, racial discrimination, discrimination for utilizing rights under the Worker's Disability

Compensation Act, and any and all other claims. The City Manager's severance pay is in consideration for the release of liability.

- e. In the event that the City Manager voluntarily resigns his position, the City Manager shall give the City written notice at least four (4) weeks prior to the last work day, excluding vacation time accrued, unless the City Council and City Manager otherwise agree. Unless there is an agreement to the contrary, if the City Manager fails to provide the notice required in this subsection to the City Council and Mayor, the amount of unfulfilled notice time shall be deducted from the City Manager's accrued Paid Time Off. The City Manager shall be entitled to a lump-sum payout of all accrued Paid Time Off upon resignation taking into account any deductions as provided otherwise.
- f. The City Manager agrees that after notice of termination or resignation, the City Manager will facilitate an orderly transition of office. Specific responsibilities during such transition may be specified in a written separation agreement and release.

Section 5. Disability

- a. If the City Manager becomes totally disabled or otherwise unable to perform his duties due to sickness, accident, injury, mental incapacity or ill health, he shall be eligible for disability leave upon exhausting all accrued Paid Time Off if applicable. Disability Leave shall be unpaid and shall be approved by the City Council and the Mayor for a period of time not to exceed six (6) months. During that six-month period all other benefits shall continue. If the City Manager is unable to return to work following the six (6) month period, with or without reasonable accommodation, the City shall have the option to terminate the employment of the City Manager, without liability.

Section 6. Salary

- a. The City agrees to pay the City Manager for his services rendered pursuant to this agreement as follows:
 - i. For the first twelve (12) months of his employment, the City will pay the City Manager, at the same regular intervals as other city employees, a salary based on one hundred five thousand (\$105,000.00) dollars per year;
 - ii. For the period of the first twelve to twenty-four (12-24) months of his employment, the City will increase the annual salary of the City Manager by 2.5% to one hundred seven thousand six hundred twenty-five (\$107,625.00) dollars. This increase in salary is

contingent on the City Manager receiving a cumulative performance review score of satisfactory (3.0) or better at the City Manger's twelve (12) month review or if City Council fails to conduct the review within thirty (30) days following the City Manager's employment anniversary date with the increase retroactive to the anniversary date;

iii. For the period following the first twenty-four to thirty-six (24-36) months of his employment, the City will increase the annual salary of the City Manager by 2.5% to one hundred ten thousand three hundred fifteen (\$110,315.62) dollars and sixty-two cents. This increase in salary is contingent on the City Manager receiving a cumulative performance review score of satisfactory (3.0) or better at the City Manger's twelve (24) month review or if City Council fails to conduct the review within thirty (30) days following the City Manager's employment anniversary date with the increase retroactive to the anniversary date;

iv. For the period following the first thirty-six to forty-eight (36-48) months of his employment, the City will increase the annual salary of the City Manager by 2.5% to one hundred thirteen thousand seventy-three (\$113,073.51) dollars and fifty-one cents. This increase in salary is contingent on the City Manager receiving a cumulative performance review score of satisfactory (3.0) or better at the City Manger's twelve (36) month review or if City Council fails to conduct the review within thirty (30) days following the City Manager's employment anniversary date with the increase retroactive to the anniversary date;

b. In addition, the City may increase the salary and benefits of the City Manager in such amounts and to such an extent as the City may determine is appropriate on the basis of an annual review of the City Manager;

c. The City Manager shall be entitled to a one-time bonus of two thousand five hundred (\$2,500.00) dollars at each of the 12-month, 24-month, and 36-month anniversaries of his employment, contingent on the City Manager receiving a cumulative performance review score of (4.0) or better.

Section 7. Performance Evaluation

a. The Mayor and City Council shall review and evaluate the City Manager's performance at least once annually on or before the City Manager's employment anniversary date;

b. There shall be a grace period of 30 days from the employment anniversary date during which a late review may be made;

- c. The Mayor and City Council shall define such goals and performance objectives for the City Manager which they determine necessary for the proper operation of the City in the attainment of the City's policy objectives and shall also establish a relative priority among the goals and objectives. The goals and objectives shall be reduced to writing. The goals and objectives shall be generally attainable within the time limitations as specified and annual operating and capital budgets and appropriations provided.

Section 8. Retirement

- a. The City Manager shall be a member of the International City/County Management Association 457 Deferred Compensation Plan and shall be 100% vested in the program on the first day of employment, provided that the ICMA allows for immediate vesting, with the City contributing a percentage of the City Manager's annual salary as follows:
 - i. Upon commencement of the City Manager's employment through the first six (6) months of employment, the City shall contribute seven (7%) percent;
 - ii. For the period of the City Manager's first six (6) months of employment through the first twelve (12) months of employment, the City shall contribute eight and one half (8.5%) percent;
 - iii. For the period of the City Manager's first twelve (12) months of employment and thereafter, the City shall contribute ten (10%) percent;
- b. Paid Time Off – Paid Time Off shall be the only leave time paid directly by the City to which the City Manager shall be entitled. The City Manager shall receive two hundred eighty (280) hours of Paid Time Off upon commencement of his employment, prorated to January 1, 2020. The City Manager shall receive two hundred eighty (280) hours of Paid Time Off annually each Jan 1 thereafter. The City Manager may use Paid Time Off only in accordance with City Policy, should such a policy exist or be later adopted, and must accurately account for such usage. The City Manager shall be able to carry over up to eighty (80) hours of unused Paid Time Off from one year to the next. On January 1 of each year, the City Manager will be paid for any unused Paid Time Off, less two weeks (eighty (80) hours). Up to five (5) consecutive work days may be used without Mayoral approval. In the event that the City Manager requests to use more than five (5) consecutive work days and said request is denied by the Mayor, the denial may be appealed to the entire City Council.

Section 9. Life Insurance

- a. The City shall provide and pay for life insurance for the City Manager with a total policy equivalent to two hundred (200%) of the City Manager's salary, rounded up to the insurer's next available policy.

Section 10. Health Insurance

- a. The City Manager shall be provided with City health insurance on the same terms and subjection to the same conditions as other non-union City employees. The City Manager recognizes that the City is covered by the Publicly Funded Health Insurance Contribution Act, 15.561 *et seq.* The City Manager recognizes that the City has the rights to make certain elections and allocations under that act, and that the provision of health care to him shall be subject to those elections and allocations.
- b. In the event that the City Manager elects to opt out of the City's health insurance, the City Manager shall be entitled to fifty (50%) percent of the value of his health insurance premium costs, paid at the same time and intervals as other city employees who opt out.

Section 11. Other Benefits

- a. The parties herein agree that all applicable provisions of the "Personnel Policies for Non-bargaining Unit Employees", as may be modified from time to time by the City, apply to the City Manager except as the terms and conditions of this Agreement may preclude them or modify them. In lieu of compensatory time, it is acknowledged that City Manager shall be entitled to set, subject to the control of the Mayor and City Council, a flexible work week schedule; and additionally, in recognition of the many hours worked beyond the normal week, the City Council and Mayor may from time to time authorize additional paid leave to be taken by the City Manager, not to exceed five (5) calendar days per year.
- b. The City Manager shall not be entitled to a clothing allowance.
- c. The City Manager shall not be entitled to any form of disability insurance.

Section 12. Retiree Health Care

- a. The City Manager shall be able to participate in the City's Retirement Health Savings Plan and shall be 100% vested in the plan on the first day of employment. The City Manager's participation in the plan shall be subject to the provisions of that plan which may be amended by the City from time to time. The City also reserves the right to terminate that plan at any time.

However, and subject to the City's rights, the City Manager shall be required to contribute two (2%) percent of his salary to his retiree health care plan. The City shall also contribute a matching two (2%) percent to the City Manager's retiree health care plan. The total collective annual contributions for the City Manager shall not exceed one thousand (\$1,000.00) dollars per Internal Revenue Service Guidelines. The City Manager shall have no entitlement to retiree health care from the City, other than participation in the City's Retirement Health Savings Plan.

Section 13. Residency

- a. The City Manager agrees to move within twenty (20) miles of the outer boundaries of the City within one hundred eighty (180) days of the start date of employment.
- b. Should the City Manager establish residency within the City, the City will reimburse the City Manager up to eight thousand five hundred (\$8,500.00) dollars for moving expenses. Payment of moving expenses under this subsection is contingent on the City Manager providing receipts to verify his moving expenditures. Moving expenses qualifying for reimbursement shall be those listed as qualifying expenses by the Internal Revenue Service and shall also include any closing costs relating to the sale of the City Manager's current residence and/or the purchase of a new residence within the City.
- c. The City Manager shall notify the Mayor within five (5) days of any change of address.

Section 14. Vehicle

- a. The City Manager is responsible for the purchase, maintenance, operation and repair of his vehicle. The City shall provide the City Manager with a monthly vehicle allowance payable at the first payroll period of each month as follows:
 - i. Months 1 to 12 of the agreement: \$450 per month
 - ii. Months 13 to 24 of the agreement: \$475 per month
 - iii. Months 25 to 36 of the agreement: \$500 per month
 - iv. Months 37 to 48 of the agreement: \$525 per month

Section 15. Technology

- a. The City shall provide the City Manager with a laptop computer and a cellular phone. Said laptop computer and cellular phone shall never be more than three (3) years old. The City shall retain the laptop and cellular phone as its property upon discontinuation of use by the City Manager. The cellular phone shall have internet service so as to be able to provide a mobile hotspot for the City Manager's laptop computer. The City Manager's use of

the laptop and cellular phone shall be subject to, and conditioned upon, compliance with the City's policies concerning the use of technology.

Section 16. Professional Development

- a. The City agrees to budget and to pay for the City Manager's membership in the ICMA, MME, and MPELRA. The City further agrees to pay up to four thousand (\$4,000.00) dollars each fiscal year, beginning in fiscal year 2020, for the City Manager's travel and subsistence expenses for professional and official travel, conferences, meetings and occasions adequate to continue the City Manager's professional development and to pursue necessary official and other City functions. The City shall pay up to two thousand (\$2,000.00) dollars for the City Manager's attendance at the ICMA Annual Conference in October 2019, including but not limited to registration, housing, transportation, and meal expenses, upon submission of expense receipts by the City Manager.

Section 17. General Expenses

- a. The City recognizes that certain expenses of a non-personal nature and generally job-affiliated nature are incurred by the City Manager, and hereby agrees to reimburse or to pay said general expenses and the duly authorized agent of the City is hereby authorized to disburse such monies to the City Manager upon receipt of duly executed expense or petty cash vouchers, receipts or statements. This authorization is subject to Albion Code Section 2-384(a) and budget appropriation.

Section 18. Financial Disclosure

- a. The City Manager shall report to the City Council and Mayor any ownership interest in real property within the City of Albion, excluding his personal residence. Also, the City Manager shall report in writing to the Mayor and City Council any financial interest in a firm doing work for the City or from whom the City intends to make a purchase. Such reporting shall be made in writing in accordance with the procedures described by state law (MSA 4.1700 (51), et. seq.) promptly after the execution of this agreement.

Section 19. Suggestions, Concerns, or Complaints

- a. The Mayor and the City Council, individually and collectively, shall refer in a timely manner all suggestions, concerns, or complaints called to their attention to the City Manager for study and/or appropriate action. The City Manager shall investigate the matter(s) and inform the council of the results of the investigation and any action(s) taken.

Section 20. Insurance

- a. The City shall provide insurance which will defend, and provide liability coverage for the City Manager against any action arising out of an alleged act or omission occurring in the performance of the City Manager's duties as an employee or officer of the City, other than an action brought by the City against the City Manager or an action filed against the City by the City Manager. Such acts shall include, but are not limited to any: tort, professional liability claim or demand, or other non-criminal legal, equitable or administrative action. The City shall pay the reasonable expenses for the travel, lodging, meals and lost work time of the City Manager, should the City Manager be subject to an action pending or commenced after termination of the City Manager. The City shall be responsible for and have authority to compromise and settle any action, without prior consultation with City Manager, and pay the amount of any settlement or judgment rendered thereon. City Manager shall cooperate fully with the City in the settlement, compromise, preparation of the defense, or trial of any such action.

Section 21. Bonding

- a. The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

Section 22. Notices

- a. Notices pursuant to this Agreement shall be considered given by depositing in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to City Hall, 112 W. Cass Street, P.O. Box 90, Albion, Michigan, 49224-0090, and to the City Manager's home address on file in this Personnel Office. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the State of Michigan under the Michigan Court Rules. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 23. General Provisions

- a. The text of this agreement constitutes the entire Agreement between the City and the City Manager.
- b. Should either party hereto be forced to resort to legal action to force compliance of any section of this agreement, the other party shall be liable for reasonable costs and attorney fees of the prevailing party.

Section 24. Severability

- a. If any provision of this agreement, or any portion thereof, is found to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, shall be deemed severable, and shall remain in full force and effect.

Section 25. No Oral Modification

- a. This agreement may only be modified upon the agreement of both the City and the City Manager in writing, after consulting with the City Attorney;

Section 26. Litigation Venue

- a. The parties herein agree that any and all claims arising out of this agreement shall be litigated in the County of Calhoun, State of Michigan, through the 10th District Court or 37th Circuit Court;

Section 27. Choice of Law

- a. This agreement shall be construed and interpreted under the laws of the State of Michigan;

Section 28. Effective Date

- a. This agreement is effective upon the signature of both parties;

IN WITNESS WHEREOF, THE CITY OF ALBION has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and the City Manager has signed and executed this Agreement, in duplicate, on the date indicated below.

 THE CITY OF ALBION
 David Atchison, Mayor

 Darwin McClary
 City Manager

Dated:_____

Dated:_____

ATTEST:

Approved as to Form Only:

 Jill Domingo, Clerk

 Cullen C. Harkness, City Attorney

Dated:_____

Dated:_____

**INFORMATION
ONLY**

FROM 07/01/2019 TO 07/31/2019

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

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 07/01/2019	Total Debits	Total Credits	Ending Balance 07/31/2019
Fund 101	GENERAL FUND				
001.00	CASH	(246,938.81)	578,249.34	452,261.44	(120,950.91)
002.00	CASH - INCOME TAX ACCOUNT	682,830.76	54,920.02	358,012.46	379,738.32
003.00	CERTIFICATES OF DEPOSIT	100,397.00	92.00	0.00	100,489.00
004.00	PETTY CASH	100.00	0.00	0.00	100.00
004.02	PETTY CASH - CHANGE DRAWER	400.00	0.00	0.00	400.00
005.00	HRA ACCOUNT FOR EMPLOYEES	1,802.47	0.00	188.85	1,613.62
007.00	CASH PARK FENCE	17,627.88	10.36	0.00	17,638.24
017.00	INVESTMENTS	317,111.87	644.81	0.00	317,756.68
	GENERAL FUND	873,331.17	633,916.53	810,462.75	696,784.95
Fund 202	MAJOR STREETS FUND				
001.00	CASH	759,637.57	64,374.52	159,511.58	664,500.51
017.00	INVESTMENTS	103,606.49	210.67	0.00	103,817.16
	MAJOR STREETS FUND	863,244.06	64,585.19	159,511.58	768,317.67
Fund 203	LOCAL STREETS FUND				
001.00	CASH	278,800.51	148,141.08	36,182.09	390,759.50
Fund 208	RECREATION FUND				
001.00	CASH	64,029.34	21,392.31	21,560.40	63,861.25
Fund 226	SOLID WASTE FUND				
001.00	CASH	303,631.76	33,856.53	40,343.47	297,144.82
017.00	INVESTMENTS	54,241.00	110.30	0.00	54,351.30
	SOLID WASTE FUND	357,872.76	33,966.83	40,343.47	351,496.12
Fund 250	CDBG FUND				
001.01	CDBG FUND CASH	33,515.88	19.70	0.00	33,535.58
Fund 265	DRUG LAW ENFORCEMENT FUND				
001.00	CASH	1,527.31	3,014.20	6,515.70	(1,974.19)
Fund 275	ALBION BUILDING AUTHORITY FUND				
001.01	FUND CASH ACCOUNT	197,946.44	1,573.00	5,169.86	194,349.58
004.00	PETTY CASH	276.76	0.00	0.00	276.76
	ALBION BUILDING AUTHORITY FUND	198,223.20	1,573.00	5,169.86	194,626.34
Fund 277	ABA SEC 8 MAPLE GROVE				
001.01	FUND CASH ACCOUNT	233,757.96	38,407.02	36,025.66	236,139.32
002.00	CASH - CAPITAL PROJECTS RESERV	519,475.88	6,199.74	0.00	525,675.62
008.00	CASH-SECURITY DEPOSIT	26,223.99	69.00	0.00	26,292.99
	ABA SEC 8 MAPLE GROVE	779,457.83	44,675.76	36,025.66	788,107.93
Fund 450	STREET IMPROVEMENTS FUND				
001.00	CASH	326,865.38	33,337.34	687,650.00	(327,447.28)
017.00	INVESTMENTS	259,016.26	526.68	0.00	259,542.94
	STREET IMPROVEMENTS FUND	585,881.64	33,864.02	687,650.00	(67,904.34)
Fund 452	MDOT RECONSTRUCTION FUND				
001.00	CASH	(37,692.32)	908,000.00	82,009.32	788,298.36
Fund 590	SEWER FUND				
001.00	CASH	2,839.46	372,145.05	257,467.47	117,517.04
017.00	INVESTMENTS	315,730.16	642.00	0.00	316,372.16
	SEWER FUND	318,569.62	372,787.05	257,467.47	433,889.20
Fund 591	WATER FUND				
001.00	CASH	497,374.94	76,789.89	311,671.67	262,493.16
003.00	CERTIFICATES OF DEPOSIT	250,146.50	78.50	0.00	250,225.00

CASH SUMMARY BY ACCOUNT FOR CITY OF ALBION

FROM 07/01/2019 TO 07/31/2019

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

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 07/01/2019	Total Debits	Total Credits	Ending Balance 07/31/2019
006.00	RESTRICTED CASH - BOND RESERVE	61,990.00	0.00	0.00	61,990.00
008.00	CASH-SECURITY DEPOSIT	200.00	0.00	0.00	200.00
017.00	INVESTMENTS	367,695.15	747.66	0.00	368,442.81
	WATER FUND	<u>1,177,406.59</u>	<u>77,616.05</u>	<u>311,671.67</u>	<u>943,350.97</u>
Fund 661	EQUIPMENT POOL FUND				
001.00	CASH	174,732.21	20,070.49	101,442.73	93,359.97
	TOTAL - ALL FUNDS	<u>5,668,899.80</u>	<u>2,363,622.21</u>	<u>2,556,012.70</u>	<u>5,476,509.31</u>

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 07/31/2019
 % Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2018		2019		% BGD USED
		AMENDED BUDGET	END BALANCE 12/31/2018	YTD BALANCE 07/31/2019	ORIGINAL BUDGET	
Fund 101 - GENERAL FUND						
000 - GENERAL		3,396,195.00	3,408,873.51	1,306,130.46	3,410,920.00	38.29
209 - ASSESSING		76.00	75.50	10.00	0.00	100.00
215 - CLERK		62.00	62.67	315.20	0.00	100.00
260 - FINANCE DEPT AND/OR ABA GENERAL		600.00	817.00	460.00	600.00	76.67
276 - CEMETERY		87,447.00	89,746.80	26,590.72	58,000.00	45.85
345 - PUBLIC SAFETY		85,173.00	36,163.93	19,031.81	36,500.00	52.14
422 - CODE ENFORCEMENT		93,150.00	97,037.93	64,702.10	101,500.00	63.75
448 - STREET LIGHTING		0.00	0.00	96,127.00	0.00	100.00
758 - ALBION RIVER/BIKE TRAIL		76,319.00	76,318.91	0.00	0.00	0.00
775 - PARKS		2,400.00	2,390.00	3,560.00	2,500.00	142.40
778 - HOLLAND PARK TRANSFORMATION PROJECT		4,704.00	4,704.16	5,000.00	10,000.00	50.00
930 - TRANSFER IN		10,000.00	10,000.00	10,000.00	10,000.00	100.00
TOTAL REVENUES		3,756,126.00	3,726,190.41	1,531,927.29	3,630,020.00	42.20
101 - CITY COUNCIL		54,055.00	40,841.67	15,285.36	50,606.00	30.20
172 - CITY MANAGER		98,480.00	81,391.09	54,733.26	208,295.00	26.28
209 - ASSESSING		48,300.00	45,879.40	27,145.77	44,810.00	60.58
210 - ATTORNEY		110,400.00	113,825.22	108,081.71	99,150.00	109.01
215 - CLERK		129,375.00	129,168.66	56,722.04	127,725.00	44.41
226 - HUMAN RESOURCES		29,579.00	25,642.52	7,873.82	14,900.00	52.84
260 - FINANCE DEPT AND/OR ABA GENERAL		371,682.00	320,111.78	265,567.52	484,735.00	54.79
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		151,370.00	136,844.10	38,929.56	72,175.00	53.94
276 - CEMETERY		172,126.00	153,552.73	89,381.19	165,210.00	54.10
345 - PUBLIC SAFETY		2,068,952.26	1,994,121.88	1,112,156.12	2,063,902.00	53.89
422 - CODE ENFORCEMENT		194,817.00	176,629.64	149,949.04	253,285.00	59.20
442 - CITY MAINTENANCE		64,182.00	48,279.07	29,439.38	56,125.00	52.45
444 - TREE TRIMMING		20,615.00	15,399.10	2,167.40	17,675.00	12.26
447 - ENGINEERING		28,737.00	22,140.42	5,495.69	15,270.00	35.99
448 - STREET LIGHTING		169,500.00	161,667.43	174,432.86	150,000.00	116.29
526 - EPA LANDFILL		8,600.00	9,803.12	5,358.80	21,000.00	25.52
758 - ALBION RIVER/BIKE TRAIL		76,319.00	76,318.91	0.00	0.00	0.00
775 - PARKS		226,135.00	209,545.17	118,051.67	207,700.00	56.84
778 - HOLLAND PARK TRANSFORMATION PROJECT		4,704.00	47.68	0.00	10,000.00	0.00
895 - GENERAL APPROPRIATION		136,650.00	128,297.34	96,622.11	149,674.00	64.56
TOTAL EXPENDITURES		4,164,578.26	3,889,506.93	2,357,393.30	4,212,237.00	55.97
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		3,756,126.00	3,726,190.41	1,531,927.29	3,630,020.00	42.20
TOTAL EXPENDITURES		4,164,578.26	3,889,506.93	2,357,393.30	4,212,237.00	55.97
NET OF REVENUES & EXPENDITURES		(408,452.26)	(163,316.52)	(825,466.01)	(582,217.00)	141.78

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 07/31/2019
 % Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2018		YTD BALANCE		2019	
		AMENDED BUDGET	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	ORIGINAL BUDGET	% BDGT USED
Fund 202 - MAJOR STREETS FUND							
000	- GENERAL	750,327.00	739,779.68	394,058.11		775,882.00	50.79
487	- M-99 TRUNKLINE	133,234.00	62,919.48	46,577.24		55,000.00	84.69
TOTAL REVENUES		<u>883,561.00</u>	<u>802,699.16</u>	<u>440,635.35</u>		<u>830,882.00</u>	<u>53.03</u>
454	- ACT 51 NON-MOTORIZED	0.00	0.00	0.00		95,000.00	0.00
461	- MAINTENANCE	416,766.00	363,884.37	141,464.01		420,188.00	33.67
465	- TRAFFIC SERVICES	3,183.00	683.93	90.27		3,083.00	2.93
467	- WINTER MAINTENANCE	53,365.00	31,143.18	21,186.12		50,515.00	41.94
486	- I-94 TRUNKLINE	40,577.00	25,589.29	20,932.83		33,360.00	62.75
487	- M-99 TRUNKLINE	33,587.00	22,723.15	21,661.49		30,540.00	70.93
488	- M-199 TRUNKLINE	19,257.00	12,728.49	8,651.65		15,305.00	56.53
965	- TRANSFER OUT	193,000.00	193,000.00	128,000.00		128,000.00	100.00
TOTAL EXPENDITURES		<u>759,735.00</u>	<u>649,752.41</u>	<u>341,986.37</u>		<u>775,991.00</u>	<u>44.07</u>
Fund 202 - MAJOR STREETS FUND:							
TOTAL REVENUES		<u>883,561.00</u>	<u>802,699.16</u>	<u>440,635.35</u>		<u>830,882.00</u>	<u>53.03</u>
TOTAL EXPENDITURES		<u>759,735.00</u>	<u>649,752.41</u>	<u>341,986.37</u>		<u>775,991.00</u>	<u>44.07</u>
NET OF REVENUES & EXPENDITURES		<u>123,826.00</u>	<u>152,946.75</u>	<u>98,648.98</u>		<u>54,891.00</u>	<u>179.72</u>

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 07/31/2019
 % Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2018		END BALANCE	YTD BALANCE	2019	% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2018 (ABNORMAL)	07/31/2019 (ABNORMAL)	ORIGINAL BUDGET	
Fund 203 - LOCAL STREETS FUND							
000	- GENERAL	326,819.00		329,660.74	145,191.13	276,262.00	52.56
930	- TRANSFER IN	190,000.00		190,000.00	125,000.00	125,000.00	100.00
TOTAL REVENUES		<u>516,819.00</u>		<u>519,660.74</u>	<u>270,191.13</u>	<u>401,262.00</u>	<u>67.34</u>
461	- MAINTENANCE	376,332.00		340,998.09	193,571.58	342,082.00	56.59
465	- TRAFFIC SERVICES	7,127.00		1,413.30	408.40	6,965.00	5.86
467	- WINTER MAINTENANCE	57,950.00		33,462.90	17,987.55	41,600.00	43.24
965	- TRANSFER OUT	3,000.00		3,000.00	3,000.00	3,000.00	100.00
TOTAL EXPENDITURES		<u>444,409.00</u>		<u>378,874.29</u>	<u>214,967.53</u>	<u>393,647.00</u>	<u>54.61</u>
Fund 203 - LOCAL STREETS FUND:							
TOTAL REVENUES		516,819.00		519,660.74	270,191.13	401,262.00	67.34
TOTAL EXPENDITURES		444,409.00		378,874.29	214,967.53	393,647.00	54.61
NET OF REVENUES & EXPENDITURES		<u>72,410.00</u>		<u>140,786.45</u>	<u>55,223.60</u>	<u>7,615.00</u>	<u>725.20</u>

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 07/31/2019
 % Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2018		END BALANCE	YTD BALANCE	2019	% BDTG USED
		AMENDED BUDGET	NORMAL	12/31/2018 (ABNORMAL)	07/31/2019 (ABNORMAL)	ORIGINAL BUDGET	
Fund 208 - RECREATION FUND							
780 - RECREATION		142,636.00		151,726.04	45,483.38	178,065.00	25.54
TOTAL REVENUES		<u>142,636.00</u>		<u>151,726.04</u>	<u>45,483.38</u>	<u>178,065.00</u>	<u>25.54</u>
780 - RECREATION		153,687.00		138,936.60	102,913.46	177,599.00	57.95
TOTAL EXPENDITURES		<u>153,687.00</u>		<u>138,936.60</u>	<u>102,913.46</u>	<u>177,599.00</u>	<u>57.95</u>
Fund 208 - RECREATION FUND:							
TOTAL REVENUES		142,636.00		151,726.04	45,483.38	178,065.00	25.54
TOTAL EXPENDITURES		<u>153,687.00</u>		<u>138,936.60</u>	<u>102,913.46</u>	<u>177,599.00</u>	<u>57.95</u>
NET OF REVENUES & EXPENDITURES		(11,051.00)		12,789.44	(57,430.08)	466.00	2,324.05

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
 PERIOD ENDING 07/31/2019
 % Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2018	END BALANCE	YTD BALANCE	2019	% BDGT USED
		AMENDED BUDGET	12/31/2018 NORMAL (ABNORMAL)	07/31/2019 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 226 - SOLID WASTE FUND						
000 - GENERAL		251,488.00	266,269.81	70,776.94	252,725.00	28.01
TOTAL REVENUES		<u>251,488.00</u>	<u>266,269.81</u>	<u>70,776.94</u>	<u>252,725.00</u>	<u>28.01</u>
523 - LEAF PICKUP		16,205.00	0.00	203.13	7,523.00	2.70
524 - TREE DUMP		16,020.00	5,314.50	4,248.74	10,160.00	41.82
528 - SOLID WASTE		145,355.00	122,779.26	55,654.87	144,368.00	38.55
965 - TRANSFER OUT		25,500.00	25,500.00	25,500.00	25,500.00	100.00
TOTAL EXPENDITURES		<u>203,080.00</u>	<u>153,593.76</u>	<u>85,606.74</u>	<u>187,551.00</u>	<u>45.64</u>
Fund 226 - SOLID WASTE FUND:						
TOTAL REVENUES		251,488.00	266,269.81	70,776.94	252,725.00	28.01
TOTAL EXPENDITURES		<u>203,080.00</u>	<u>153,593.76</u>	<u>85,606.74</u>	<u>187,551.00</u>	<u>45.64</u>
NET OF REVENUES & EXPENDITURES		48,408.00	112,676.05	(14,829.80)	65,174.00	22.75

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GL NUMBER	DESCRIPTION	2018		END BALANCE	YTD BALANCE	2019	% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2018 (ABNORMAL)	07/31/2019 (ABNORMAL)	ORIGINAL BUDGET	
Fund 265 - DRUG LAW ENFORCEMENT FUND							
000 - GENERAL		12,830.00		6,821.15	5,584.11	44,000.00	12.69
400 - FED DRUG LAW ENFOR - REIMBUR		25,000.00		28,884.17	43,585.45	30,000.00	145.28
TOTAL REVENUES		<u>37,830.00</u>		<u>35,705.32</u>	<u>49,169.56</u>	<u>74,000.00</u>	<u>66.45</u>
333 - DRUG LAW ENFORCEMENT							
400 - FED DRUG LAW ENFOR - REIMBUR		29,264.00		27,696.09	24,386.31	72,500.00	33.64
		10,982.00		11,377.88	33,430.31	1,500.00	2,228.69
TOTAL EXPENDITURES		<u>40,246.00</u>		<u>39,073.97</u>	<u>57,816.62</u>	<u>74,000.00</u>	<u>78.13</u>
Fund 265 - DRUG LAW ENFORCEMENT FUND:							
TOTAL REVENUES		<u>37,830.00</u>		<u>35,705.32</u>	<u>49,169.56</u>	<u>74,000.00</u>	<u>66.45</u>
TOTAL EXPENDITURES		<u>40,246.00</u>		<u>39,073.97</u>	<u>57,816.62</u>	<u>74,000.00</u>	<u>78.13</u>
NET OF REVENUES & EXPENDITURES		<u>(2,416.00)</u>		<u>(3,368.65)</u>	<u>(8,647.06)</u>	<u>0.00</u>	<u>100.00</u>

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GL NUMBER	DESCRIPTION	2018	END BALANCE	YTD BALANCE	2019	% BDGT USED
		AMENDED BUDGET	12/31/2018 NORMAL (ABNORMAL)	07/31/2019 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 275 - ALBION BUILDING AUTHORITY FUND						
000 - GENERAL		4,743.00	4,857.09	1,555.30	4,569.00	34.04
264 - EDC BUILDING		137,439.00	137,439.34	0.00	0.00	0.00
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		1,512.00	1,512.00	756.00	1,512.00	50.00
271 - FIRE/AMBULANCE BUILDING		34,450.00	36,000.00	8,400.00	32,000.00	26.25
273		1.00	1.00	0.00	1.00	0.00
TOTAL REVENUES		178,145.00	179,809.43	10,711.30	38,082.00	28.13
260 - FINANCE DEPT AND/OR ABA GENERAL		7,090.00	5,929.56	2,978.40	7,107.00	41.91
264 - EDC BUILDING		17,190.00	16,965.64	297.24	0.00	100.00
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		1,945.00	1,931.37	983.18	2,005.00	49.04
270 - 101 N GALE ST		30,000.00	26,700.00	0.00	0.00	0.00
271 - FIRE/AMBULANCE BUILDING		29,250.00	22,617.19	10,819.95	26,850.00	40.30
273 - 112 E ERIE ST		12,400.00	10,600.54	937.16	1,951.00	48.03
TOTAL EXPENDITURES		97,875.00	84,744.30	16,015.93	37,913.00	42.24
Fund 275 - ALBION BUILDING AUTHORITY FUND:						
TOTAL REVENUES		178,145.00	179,809.43	10,711.30	38,082.00	28.13
TOTAL EXPENDITURES		97,875.00	84,744.30	16,015.93	37,913.00	42.24
NET OF REVENUES & EXPENDITURES		80,270.00	95,065.13	(5,304.63)	169.00	3,138.83

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GL NUMBER	DESCRIPTION	2018		YTD BALANCE		2019		
		AMENDED BUDGET	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	ORIGINAL BUDGET	% BDGT USED	
Fund 277 - ABA SEC 8 MAPLE GROVE								
000 - GENERAL		450,400.00	471,362.45	259,968.76		455,400.00	57.09	
TOTAL REVENUES		<u>450,400.00</u>	<u>471,362.45</u>	<u>259,968.76</u>		<u>455,400.00</u>	57.09	
701 - ABA SEC 8 MAPLE GROVE		368,450.00	313,659.44	147,861.31		366,153.00	40.38	
905 - DEBT SERVICE - BONDS		64,750.00	64,750.00	0.00		61,750.00	0.00	
TOTAL EXPENDITURES		<u>433,200.00</u>	<u>378,409.44</u>	<u>147,861.31</u>		<u>427,903.00</u>	34.55	
Fund 277 - ABA SEC 8 MAPLE GROVE:								
TOTAL REVENUES		450,400.00	471,362.45	259,968.76		455,400.00	57.09	
TOTAL EXPENDITURES		433,200.00	378,409.44	147,861.31		427,903.00	34.55	
NET OF REVENUES & EXPENDITURES		<u>17,200.00</u>	<u>92,953.01</u>	<u>112,107.45</u>		<u>27,497.00</u>	407.71	

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GL NUMBER	DESCRIPTION	2018		END BALANCE	YTD BALANCE	2019	% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2018 (ABNORMAL)	07/31/2019 (ABNORMAL)	ORIGINAL BUDGET	
Fund 367 - SIDEWALK PROGRAM FUND							
000 - GENERAL		23,906.00		25,689.59	3,667.68	(1,000.00)	(366.77)
TOTAL REVENUES		<u>23,906.00</u>		<u>25,689.59</u>	<u>3,667.68</u>	<u>(1,000.00)</u>	<u>(366.77)</u>
443 - SIDEWALK PROGRAM		23,856.00		0.00	0.00	300,000.00	0.00
TOTAL EXPENDITURES		<u>23,856.00</u>		<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>0.00</u>
Fund 367 - SIDEWALK PROGRAM FUND:							
TOTAL REVENUES		23,906.00		25,689.59	3,667.68	(1,000.00)	366.77
TOTAL EXPENDITURES		<u>23,856.00</u>		<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>0.00</u>
NET OF REVENUES & EXPENDITURES		50.00		25,689.59	3,667.68	(301,000.00)	1.22

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GL NUMBER	DESCRIPTION	2018		YTD BALANCE		2019	
		AMENDED BUDGET	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	ORIGINAL BUDGET	% BDGT USED
Fund 590 - SEWER FUND							
000 - GENERAL		1,215,326.00	1,238,544.36	694,096.76		1,221,300.00	56.83
536 - WATER UTILITY OPERATIONS		0.00	2,250.00	0.00		0.00	0.00
546 - MEDC GRANT - DIGESTER, PUMP, ETC.		99,352.00	97,102.67	250,000.00		0.00	100.00
TOTAL REVENUES		1,314,678.00	1,337,897.03	944,096.76		1,221,300.00	77.30
536 - SEWER UTILITY OPERATIONS		1,348,808.00	1,326,798.41	728,389.32		1,367,208.00	53.28
542 - WWTP ENERGY IMPROVEMENTS		7,800.00	8,143.14	4,132.32		7,800.00	52.98
546 - MEDC GRANT - DIGESTER, PUMP, ETC.		400,000.00	0.25	2,291.00		0.00	100.00
965 - TRANSFER OUT		148,400.00	148,400.00	148,400.00		148,400.00	100.00
TOTAL EXPENDITURES		1,905,008.00	1,483,341.80	883,212.64		1,523,408.00	57.98
Fund 590 - SEWER FUND:							
TOTAL REVENUES		1,314,678.00	1,337,897.03	944,096.76		1,221,300.00	77.30
TOTAL EXPENDITURES		1,905,008.00	1,483,341.80	883,212.64		1,523,408.00	57.98
NET OF REVENUES & EXPENDITURES		(590,330.00)	(145,444.77)	60,884.12		(302,108.00)	20.15

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GL NUMBER	DESCRIPTION	2018		2019		% BDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	YTD BALANCE 07/31/2019	ORIGINAL BUDGET	
Fund 591 - WATER FUND						
000 - GENERAL		930,714.00	952,652.17	563,531.02	952,850.00	59.14
548 - WATERTOWER PAINTING PROJECT		500,000.00	500,000.00	0.00	0.00	0.00
TOTAL REVENUES		<u>1,430,714.00</u>	<u>1,452,652.17</u>	<u>563,531.02</u>	<u>952,850.00</u>	<u>59.14</u>
536 - WATER UTILITY OPERATIONS		1,059,059.00	1,047,971.16	655,068.01	1,064,423.00	61.54
540 - WELLHEAD PROTECTION		500.00	0.00	0.00	500.00	0.00
548 - WATERTOWER PAINTING PROJECT		568,200.00	0.00	0.00	0.00	0.00
965 - TRANSFER OUT		11,450.00	11,450.00	231,800.00	231,800.00	100.00
TOTAL EXPENDITURES		<u>1,639,209.00</u>	<u>1,059,421.16</u>	<u>886,868.01</u>	<u>1,296,723.00</u>	<u>68.39</u>
Fund 591 - WATER FUND:						
TOTAL REVENUES		<u>1,430,714.00</u>	<u>1,452,652.17</u>	<u>563,531.02</u>	<u>952,850.00</u>	<u>59.14</u>
TOTAL EXPENDITURES		<u>1,639,209.00</u>	<u>1,059,421.16</u>	<u>886,868.01</u>	<u>1,296,723.00</u>	<u>68.39</u>
NET OF REVENUES & EXPENDITURES		<u>(208,495.00)</u>	<u>393,231.01</u>	<u>(323,336.99)</u>	<u>(343,873.00)</u>	<u>94.03</u>

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GL NUMBER	DESCRIPTION	2018	END BALANCE	YTD BALANCE	2019	% BDGT USED
		AMENDED BUDGET	12/31/2018 NORMAL (ABNORMAL)	07/31/2019 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 661 - EQUIPMENT POOL FUND						
000 - GENERAL		271,252.00	323,267.55	184,669.96	285,175.00	64.76
TOTAL REVENUES		<u>271,252.00</u>	<u>323,267.55</u>	<u>184,669.96</u>	<u>285,175.00</u>	<u>64.76</u>
770 - EQUIPMENT POOL		315,261.00	297,367.04	156,129.61	299,875.00	52.06
905 - DEBT SERVICE - BONDS		93.00	93.30	0.00	0.00	0.00
965 - TRANSFER OUT		17,850.00	17,850.00	17,850.00	17,850.00	100.00
TOTAL EXPENDITURES		<u>333,204.00</u>	<u>315,310.34</u>	<u>173,979.61</u>	<u>317,725.00</u>	<u>54.76</u>
Fund 661 - EQUIPMENT POOL FUND:						
TOTAL REVENUES		271,252.00	323,267.55	184,669.96	285,175.00	64.76
TOTAL EXPENDITURES		333,204.00	315,310.34	173,979.61	317,725.00	54.76
NET OF REVENUES & EXPENDITURES		<u>(61,952.00)</u>	<u>7,957.21</u>	<u>10,690.35</u>	<u>(32,550.00)</u>	<u>32.84</u>
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		9,257,555.00	9,292,929.70	4,374,829.13	8,318,761.00	52.59
TOTAL EXPENDITURES - ALL FUNDS		10,198,087.26	8,570,965.00	5,268,621.52	9,724,697.00	54.18
NET OF REVENUES & EXPENDITURES		<u>(940,532.26)</u>	<u>721,964.70</u>	<u>(893,792.39)</u>	<u>(1,405,936.00)</u>	<u>63.57</u>