

CITY COUNCIL REGULAR MEETING AGENDA

*Meetings: First and Third Mondays - 7:00 p.m.
Monday, November 21, 2022*

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

PLEASE TURN OFF CELL PHONES DURING MEETING

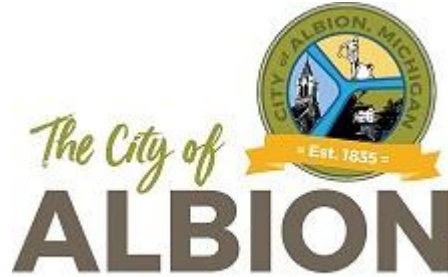
Page

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA
(Includes any proposed additions, deletions or changes to the agenda)
 - A. AGENDA
- VI. PRESENTATIONS AND RECOGNITIONS
- VII. PUBLIC HEARING
- VIII. PUBLIC COMMENTS
(Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- IX. CLOSED SESSION
- X. CONSENT CALENDAR (VV) (ITEMS)
(Items on Consent Calendar are voted on as one unit)
 - A.
 - NOVEMBER 7, 2022 SPECIAL SESSION MINUTES
 - NOVEMBER 7, 2022 REGULAR SESSION MINUTES
 - NOVEMBER 12, 2022 STUDY SESSION MINUTES
 - APPROVE 2023 COUNCIL MEETING DATES

[CITY COUNCIL SPECIAL MEETING - 07 Nov 2022 - Minutes - Pdf](#)
[CITY COUNCIL REGULAR MEETING - 07 Nov 2022 - Minutes - Pdf](#)
[CITY COUNCIL STUDY SESSION - 12 Nov 2022 - Minutes - Pdf](#)
[2023 council meetings](#)
- XI. ITEMS FOR INDIVIDUAL DISCUSSION

3 - 17

- 18 - 32 A. DISCUSSION ORDINANCE # 2022-09, AN ORDINANCE TO AMEND CHAPTER 18 BY ADDING ARTICLE IX, RENTAL REGISTRATION, SECTIONS 18-380 THROUGH 18-395
[Output Document \(AIR-22-528\) - Pdf](#)
- 33 - 34 B. APPROVE BOARDS & COMMISSION APPOINTMENT
 - ERIC KRAUSE, INITIAL APPOINTMENT, ALBION DISTRICT LIBRARY, TERM TO EXPIRE 12-31-2026[Board Application -ALBION DISTRICT LIBRARY-Eric Krause - Pdf](#)
- 35 - 46 C. APPROVE CONTRACT WITH GRANICUS FOR AGENDA MANAGEMENT SOFTWARE
[Output Document \(AIR-22-527\) - Pdf](#)
- 47 - 48 D. APPROVE RESOLUTION # 2022-35, TO EXEMPT THE CITY OF ALBION FROM THE REQUIREMENTS OF THE MICHIGAN PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT FROM JANUARY 1, 2023, THROUGH DECEMBER 31, 2023
[Output Document \(AIR-22-526\) - Pdf](#)
- 49 E. APPROVE COUNCIL MEMBERS TO ATTEND MML NEWLY ELECTED OFFICIALS TRAINING AT A COST OF \$85.00 PER PERSON
[Output Document \(AIR-22-530\) - Pdf](#)
- 50 - 61 F. APPROVE MANER COSTERISAN 2022-2024 ENGAGEMENT LETTER
[Output Document \(AIR-22-531\) - Pdf](#)
- 62 - 64 G. DISCUSS/APPROVE EQUITY TASK FORCE FY 2023 BUDGET REQUEST
[Output Document \(AIR-22-532\) - Pdf](#)
- 65 - 68 H. DISCUSS/REVIEW COUNCIL STRATEGIC GOALS
[Output Document \(AIR-22-529\) - Pdf](#)
- 69 I. DISCUSSION/ACTION ON DIRECTING THE CITY MANAGER TO SEEK THREE COMPETITIVE MODELS FOR PROGRAMS/INITIATIVES THAT EXAMINE AND ADDRESS HOUSING INSECURITY AND INSTABILITY, EQUITY IN ACCESS TO MARKET RENT, AND PROMOTING RESIDENT PARTICIPATION, RETENTION, AND THRIVING IN ALBION. MODELS SHOULD BE DERIVED FROM BEST PRACTICES TAKEN FROM SIMILARLY SITUATED CITIES, IF POSSIBLE (E.G., DIVERSITY, POPULATION, ECONOMY, POVERTY), THAT HAVE MADE MEASURABLE PROGRESS TOWARD RESOLVING HOUSING CONCERNS.
[Output Document \(AIR-22-533\) - Pdf](#)
- 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
- 70 - 91 A. [City Manager Report 11.21.2022 \(a\)](#)
[9-30-22 FINANCIAL REPORT](#)
[9-30-22 FINANCIAL REPORTS](#)
- XV. MAYOR AND COUNCIL MEMBER COMMENTS
- XVI. MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)
- XVII. ROLL CALL
- XVIII. ADJOURN



MINUTES
CITY COUNCIL SPECIAL MEETING
Monday, November 7, 2022 @ 6:00 PM
City Council Chambers

I CALL TO ORDER

Mayor Snyder called the Special Council Meeting to order at 6:00 p.m.

II MOMENT OF SILENCE TO BE OBSERVED

III PLEDGE OF ALLEGIANCE

IV ROLL CALL

PRESENT: Donovan Williams (1); Lenn Reid (2); Nora Jackson (3)(
arrived at 6:04 p.m.); Marcola Lawler (4); Vivian Davis (5); Andrew
French (6) and Mayor Victoria Snyder

ABSENT: All members were present

ADMINISTRATION: Scott Kipp, Acting City Manager/Chief Public
Safety; Cullen Harkness, City Attorney; Ian Arnold, Director of Planning
& Building; Kevin O'Brien, Director of Public Services; David Clark,
Finance Director and Jill Domingo, City Clerk

V APPROVAL OF AGENDA

(Includes any proposed additions, deletions or changes to the agenda)

A. AGENDA

Moved by (6) French, seconded by (5) Davis

To approve Agenda as presented

Carried

VI PRESENTATIONS AND RECOGNITIONS - None

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.)

No public comments were received

IX CLOSED SESSION

A. THE LABOR 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

Moved by (6) French, seconded by (4) Lawler Convene to Closed Session (6-0 rcv)

Mayor Snyder convened to Closed Session at 6:02 p.m.

Moved by (6) French, seconded by (5) Davis to re-convene to regular session (7-0 rcv)

Mayor Snyder re-convened to regular session at 6:37 p.m.

X CONSENT CALENDAR (VV) (items)- None

(Items on Consent Calendar are voted on as one unit)

XI ITEMS FOR INDIVIDUAL DISCUSSION- None

XII FUTURE AGENDA ITEMS

No future agenda items were requested

XIII PUBLIC COMMENTS

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

No public comments were received

XIV CITY MANAGER REPORT- None

XV MAYOR AND COUNCIL MEMBER COMMENTS

No Mayor or Council Member comments were received

XVI MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)

No action was necessary as all members were present

XVII ROLL CALL

PRESENT: Donovan Williams (1); Lenn Reid (2); Nora Jackson (3);
Marcola Lawler (4); Vivian Davis (5); Andrew French (6) and Mayor
Victoria Snyder

ABSENT: All members were present

ADMINISTRATION: Scott Kipp, Acting City Manager/Chief Public
Safety; Cullen Harkness, City Attorney; Ian Arnold, Director of Planning
& Building; Kevin O'Brien, Director of Public Services; David Clark,
Finance Director and Jill Domingo, City Clerk

XVIII ADJOURN

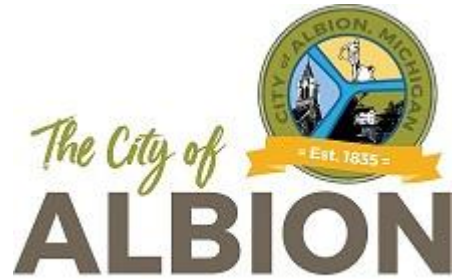
Moved by (3) Jackson, seconded by (5) Davis

Adjourn Special Meeting

Mayor Snyder adjourned the Special Meeting at 6:38 p.m.

Carried

Jill A. Domingo, City Clerk



MINUTES
CITY COUNCIL REGULAR MEETING
Monday, November 7, 2022 @ 7:00 PM
City Council Chambers

I CALL TO ORDER

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

II MOMENT OF SILENCE TO BE OBSERVED

III PLEDGE OF ALLEGIANCE

IV ROLL CALL

PRESENT: Donovan Williams (1); Lenn Reid (2); Nora Jackson (3);
Marcola Lawler (4); Vivian Davis (5); Andrew French (6) and Mayor
Victoria Snyder

ABSENT: All members were present

ADMINISTRATION: Scott Kipp, Acting City Manager/Chief Public
Safety; Cullen Harkness, City Attorney; Ian Arnold, Director of Planning
& Building; Kevin O'Brien, Director of Public Services; David Clark,
Finance Director; Jeff Hess, Superintendent Public Services and Jill
Domingo, City Clerk

V APPROVAL OF AGENDA

(Includes any proposed additions, deletions or changes to the agenda)

A. AGENDA

Moved by (6) French, seconded by (3) Jackson

To approve agenda as presented

Carried

VI PRESENTATIONS AND RECOGNITIONS

- A. PROCLAMATION OF APPRECIATION FOR THE ALBION MINISTERIAL ASSOCIATION, ALBION, MICHIGAN

Mayor Snyder read aloud the Proclamation of Appreciation for the Albion Ministerial, Albion Michigan

- B. NEIGHBORHOODS INC-MSHDA NEIGHBORHOOD ENHANCEMENT PROGRAM (NEP) GRANT

Mayor Snyder provided a brief overview of the MSHDA Neighborhood Enhancement Program (NEP) Grant.

This will be added as a presentation for a future meeting

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.)

No public comments were received

IX CLOSED SESSION

Moved by (3) Jackson, seconded by (6) French Convene to Closed Session (7-0 rcv)

Mayor Snyder convened to Closed Session at 7:07 p.m.

Moved by (3) Jackson, seconded by (6) Fench to re-convene to regular session (7-0 rcv)

Mayor Snyder re-convened to regular session at 7:56 p.m.

X CONSENT CALENDAR (VV) (items)

(Items on Consent Calendar are voted on as one unit)

- A. OCTOBER 17, 2022 MINUTES

Moved by (3) Jackson, seconded by (4) Lawler

Approve Consent Calendar as presented

Carried

XI ITEMS FOR INDIVIDUAL DISCUSSION

- A. APPROVE 2ND READING & ADOPTION ORDINANCE # 2022-07, AN ORDINANCE TO AMEND CHAPTER 100, TO AMEND ARTICLE II, BY AMENDING SECTION 2.2 DEFINITIONS, AND TO AMEND ARTICLE VII, TO ADD/AMEND SECTION 7.24A, MEDICAL MARIHUANA FACILITIES OVERLAY DISTRICTS, AND TO ADD/AMEND SECTION 7.24B, ADULT USE MARIHUANA ESTABLISHMENTS OVERLAY DISTRICTS. THIS ORDINANCE ESTABLISHES OVERLAY DISTRICTS FOR THE OPERATION OF MEDICAL AND ADULT USE MARIHUANA FACILITIES

AIR-22-518

Comments were received from City Attorney Harkness

Moved by (3) Jackson, seconded by (6) French

AIR-22-518

Approve 2nd Reading & Adoption Ordinance # 2022-07, An ORDINANCE TO AMEND CHAPTER 100, TO AMEND ARTICLE II, BY AMENDING SECTION 2.2 DEFINITIONS, AND TO AMEND ARTICLE VII, TO ADD/AMEND SECTION 7.24A, MEDICAL MARIHUANA FACILITIES OVERLAY DISTRICTS, AND TO ADD/AMEND SECTION 7.24B, ADULT USE MARIHUANA ESTABLISHMENTS OVERLAY DISTRICTS. This ordinance establishes overlay districts for the operation of medical and adult use marihuana facilities

	For	Against	Abstained	Absent
Snyder Mayor	x			
Williams (1)	x			
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
Davis (5)	x			
French (6)	x			

CITY COUNCIL REGULAR MEETING
November 7, 2022

	7	0	0	0
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Carried

- B. APPROVE RESOLUTION # 2022-34, TO APPROVE ADVANCE CONSTRUCTION CONTRACT WITH MICHIGAN DEPARTMENT OF TRANSPORTATION # 22-5430

AIR-22-520

Comments were received from Council Member Jackson; City Attorney Harkness and Acting City Manager/Chief Public Safety Kipp

Moved by (3) Jackson, seconded by (6) French

AIR-22-520

Approve Resolution # 2022-34, To Approve Advance Construction Contract with Michigan Department of Transportation # 22-5430

	For	Against	Abstained	Absent
Snyder Mayor	x			
Williams (1)	x			
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
Davis (5)	x			
French (6)	x			
	7	0	0	0

Carried

- C. APPROVE DECLARATION AND NOTICE FOR ALBION RIVER TRAIL

AIR-22-521

Comments were received from Council Member French who indicated one of the streets on the map may be mislabeled

Additional comments were received from Council Member Williams, DPS Director O'Brien and City Attorney Harkness

French moved, Williams supported, CARRIED, To Amend Declaration and Notice for Albion River Trail for attached maps to have correctly labeled streets (7-0, rcv)

Moved by (3) Jackson, seconded by (6) French

AIR-22-521

Approve Declaration and Notice for Albion River Trail with maps having correctly labeled streets

	For	Against	Abstained	Absent
Snyder Mayor	x			
Williams (1)	x			
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
Davis (5)	x			
French (6)	x			
	7	0	0	0

Carried

D. APPROVE LETTER OF SUPPORT FOR MSHDA NEIGHBORHOOD ENHANCEMENT PROGRAM (NEP) GRANT

Comments were received from Mayor Snyder

Moved by (3) Jackson, seconded by (1) Williams

Approve Letter of Support for MSHDA Neighborhood Enhancement Program (NEP) Grant

	For	Against	Abstained	Absent
Snyder Mayor	x			
Williams (1)	x			
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
Davis (5)	x			
French (6)	x			
	7	0	0	0

Carried

E. DISCUSSION OF COUNCIL MEMBERS COOPERATION WITH INTERNAL INVESTIGATION

CITY COUNCIL REGULAR MEETING
November 7, 2022

AIR-22-522

Acting City Manager/Chief Public Safety Kipp stated there was a request for information from Council Members Williams and Reid for an internal investigation that had not received a response

Council Members Williams and Reid stated they would make an appointment with Deputy Chief Kern tomorrow regarding the request

Comments were received from Council Members Reid and Lawler; Mayor Snyder and City Attorney Harkness

- F. APPROVE \$30,573.50 FOR NORTHERN PUMP & WELL FOR PUMP # 2 REPAIRS

AIR-22-523

Comments were received from Council Member French; Mayor Snyder and Jeff Heston, Superintendent Public Services

Moved by (6) French, seconded by (5) Davis

AIR-22-523

Approve \$30,573.50 for Northern Pump & Well for Pump # 2 Repairs

	For	Against	Abstained	Absent
Snyder Mayor	x			
Williams (1)	x			
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
Davis (5)	x			
French (6)	x			
	7	0	0	0

Carried

- G. APPROVE DONATION OF BASKETBALL COURT AT CROWELL PARK BY CHRIST APOSTOLIC CHURCH

AIR-22-524

CITY COUNCIL REGULAR MEETING
November 7, 2022

Comments were received from Council Members French, Williams, Davis, Jackson and Reid; Director of Planning and Building Arnold and Acting City Manager/Chief Public Safety Kipp

Moved by (3) Jackson, seconded by (5) Davis

AIR-22-524

Approve Donation of basketball court at Crowell Park by Christ Apostolic Church

	For	Against	Abstained	Absent
Snyder Mayor	x			
Williams (1)	x			
Reid (2)	x			
Jackson (3)	x			
Lawler (4)	x			
Davis (5)	x			
French (6)	x			
	7	0	0	0

Carried

H. APPROVE MEMORANDUM OF UNDERSTANDING FOR ALBION COMMUNITY GARDEN INC. (ACGI)

AIR-22-525

Comments were received from Council Members French, Williams and Reid; Mayor Snyder; City Attorney Harkness and Acting City Manager/Chief Public Safety Kipp

Moved by (5) Davis, seconded by (3) Jackson

AIR-22-525

Approve Memorandum of Understanding for Albion Community Garden Inc. (ACGI) to charge a \$67.00 flat fee per quarter for water usage for the Jeferson St. property, the Pearl St/Center St. property and the new water supply line at the Jefferson St. property for a term of 5 years

	For	Against	Abstained	Absent
Snyder Mayor	x			
Williams (1)	x			
Reid (2)	x			

CITY COUNCIL REGULAR MEETING
November 7, 2022

Jackson (3)	x			
Lawler (4)	x			
Davis (5)	x			
French (6)	x			
	7	0	0	0

Carried

XII FUTURE AGENDA ITEMS

The following items were requested for the next/upcoming agenda:

- Easements for Starr Commonwealth lift station (City Attorney Harkness)
- Leaf Clean-up (Council Member Jackson)
- Leaf containers in the City right of way (Council Member French)
- Housing Opportunities (Council Member Williams)
- Update on Assistant City Manager/HR Director (Council Member Williams)

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 Barbara Gladney, 519 W. Center St; Jay Loomis, 408 W. Ash St.; Keena Williams, 414 N. Huron St. and Artie Archer, 518 W. Center St.

XIV CITY MANAGER REPORT

Acting City Manager/Chief Public Safety stated the city truck that was stolen has been recovered and the City has received a \$500,000 grant with a \$50,000 match for maintenance on multiple bridges

XV MAYOR AND COUNCIL MEMBER COMMENTS

Comments were received from Council Members Lawler, Davis and French and Mayor Snyder

XVI MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)

No action was necessary as all members were present

XVII ROLL CALL

PRESENT: Donovan Williams (1); Lenn Reid (2); Nora Jackson (3);
Marcola Lawler (4); Vivian Davis (5); Andrew French (6) and Mayor
Victoria Snyder

ABSENT: All members were present

ADMINISTRATION: Scott Kipp, Acting City Manager/Chief Public
Safety; Cullen Harkness, City Attorney; Ian Arnold, Director of Planning
& Building; Kevin O'Brien, Director of Public Services; David Clark,
Finance Director; Jeff Hess, Superintendent Public Services and Jill
Domingo, City Clerk

XVIII ADJOURN

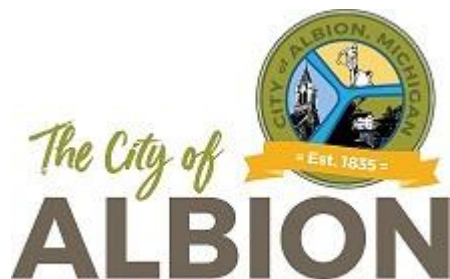
Moved by (4) Lawler, seconded by (6) French

Adjourn regular meeting

Mayor Snyder adjourned the regular meeting at 9:14 a.m.

Carried

Jill A. Domingo, City Clerk



MINUTES
CITY COUNCIL STUDY SESSION
Saturday, November 12, 2022 @ 9:00 AM
City Council Chambers

I. CALL TO ORDER

Mayor Snyder called the Study Session to order at 9:05 a.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

A.

PRESENT: Donovan Williams (1); Lenn Reid (2); Nora Jackson (3); Marcola Lawler (4); Vivian Davis (5); Andrew French (6) and Mayor Victoria Snyder

ABSENT: All members were present

ADMINISTRATION: Scott Kipp, Acting City Manager/Chief Public Safety; Cullen Harkness, City Attorney; Ian Arnold, Director of Planning & Building; Kevin O'Brien, Director of Public Services; David Clark, Finance Director; Virgie Ammerman, President & CEO Albion Economic Development Corporation and Jill Domingo, City Clerk

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. FY 2023 BUDGET

Finance Director Clark provided an overview of the FY 2023 budget.

City Manager Snyder provided the attached memo with 2023 budget highlights

Comments were received from Council Members French, Davis, Lawler, Jackson, Reid and Williams; Mayor Snyder; Acting City Manager/Chief Public Safety Kipp; Virgie Ammerman, President & CEO Albion Economic Development Corporation; Director of Public Services O'Brien; Director of Planning and Building Arnold and City Attorney Harkness

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V. PUBLIC COMMENTS

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

No public comments were received

VI. CITY MANAGER REPORT- None

VII. MAYOR AND COUNCIL MEMBER COMMENTS

**** Council Member Lawler cited Privilege and left at 12:19 p.m.*

Comments were received from Council Members Williams, Jackson, French and Davis; Mayor Snyder and Acting City Manager/Chief Public Safety Kipp

VIII. ADJOURN

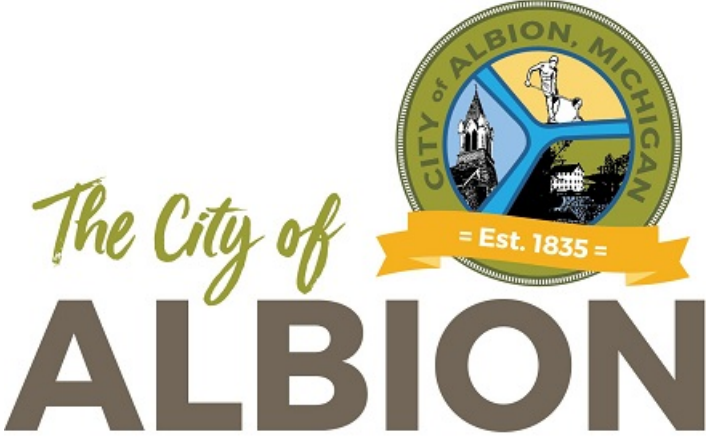
Moved by (1) Williams, seconded by (3) Jackson

Adjourn Study Session

Mayor Snyder adjourned the Study Session at 12:25 p.m.

Carried

Jill A. Domingo, City Clerk



**William L. Reiger Municipal Building
 112 West Cass Street
 Albion, Michigan 49224**

Schedule of 2023 Regular City Council Meetings

The City Council of the City of Albion will meet in regular session in Council Chambers at 112 W. Cass Street beginning at 7:00 p.m. on the dates listed below. Study sessions and special meetings of the City Council will be posted in advance as needed. City Council regular sessions are held the first and third Mondays of each month except where noted below or in case of emergency.

This notice is published in accordance with the Albion City Charter and the Open Meetings Act requirements.

- | | |
|------------------------------|-----------------------------|
| January 03, 2023 (Tuesday) | January 17, 2023 (Tuesday) |
| February 06, 2023 | February 21, 2023 (Tuesday) |
| March 06, 2023 | March 20, 2023 |
| April 03, 2023 | April 17, 2023 |
| May 01, 2023 | May 15, 2023 |
| June 05, 2023 | June 19, 2023 |
| July 03, 2023 | July 17, 2023 |
| August 07, 2023 | August 21, 2023 |
| September 05, 2023 (Tuesday) | September 18, 2023 |
| October 02, 2023 | October 16, 2023 |
| November 06, 2023 | November 20, 2023 |
| December 04, 2023 | December 18, 2023 |

Jill Domingo
 City Clerk

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: DISCUSSION ORDINANCE # 2022-09, AN ORDINANCE TO AMEND CHAPTER 18 BY ADDING ARTICLE IX, RENTAL REGISTRATION, SECTIONS 18-380 THROUGH 18-395
Meeting: CITY COUNCIL REGULAR MEETING - 21 Nov 2022
Department: Planning & Building Department
Staff Contact: Ian Arnold, Director Building & Planning

ATTACHMENTS:

[Rental Registration Recommendation - Planning and Building 11-16-22 Ordinance 2022-09](#)

City of Albion

Department of Planning and Building
112 West Cass Street
Albion, Michigan 49224

Phone: (517)-629-7189
Email: iarold@cityofalbionmi.gov



November 16, 2022

Rental Registration

Background:

To combat the continued deterioration of rental properties in Albion, City Council directed administration to draft an ordinance on rental certification. Working closely with City Council's subcommittee, and our City Attorney's office, we have drafted such an ordinance and present here to council for approval. The Planning Department met with and took advice from the City of Battle Creek and the City of Three Rivers, where rental certification ordinances have been adopted for several years. We also met with and consulted our Building and Trade Permitting office at SAFEBuilt, as they will be essential to our enforcement of this ordinance. This process has taken us well over a year, and I feel that we have given this ordinance appropriate consideration.

Recommendation:

The Department of Planning and Building recommends approval of City of Albion Ordinance 2022-09, to create a rental registration program. If adopted, we will work diligently with Code Enforcement and SAFEBuilt Inspection Services to make the implementation of this ordinance as clear and simple as possible. We will outline our processes and procedures and be ready to supply all tenants and landlords with this ordinance, and the most recent Tenant-Landlord guidelines from the State of Michigan. We will continue to evaluate this ordinance and its effects and keep track of complaints brought to us by all residents regarding this ordinance.

Thank you,

Ian Arnold
Director of Planning and Building

**CITY OF ALBION
ORDINANCE #2022-09**

AN ORDINANCE TO AMEND CHAPTER 18 BY ADDING
ARTICLE IX Rental Registration, Sections 18-380 through 18-395

Purpose and Finding:

The purpose of this Article is to protect, preserve and promote the physical and social well-being of the citizens of this community, to regulate rental dwellings for the purpose of maintaining adequate sanitation and public health, to protect the safety of the people and to promote the general welfare, and to encourage the maintenance of properties by legislation which shall be applicable to all rental dwellings now in existence or constructed. It shall be the further purpose of this Article to protect the public health, safety and welfare in buildings and on the premises as hereinafter provided by: (a) fixing the responsibilities of owners, operators, and occupants of all rental structures, and (b) providing for administration and enforcement of rental housing standards.

THE CITY OF ALBION ORDAINS:

Section 1: Chapter 18, of the Codified Ordinances of the City of Albion is hereby amended, by adding Article IX Rental Registration, Sections 18-380 through 18-395 as follows:

18-380: Definitions

Definitions contained in this Article are applicable to this Article only. Where terms are not defined in this Article but are otherwise defined in Chapter 18 of the Code of Ordinances, City of Albion, Michigan, they shall have the meanings contained elsewhere in Chapter 18 of this Code. Where terms are not defined in this Article or under other provisions of this Article or of Chapter 18 of the Code of Ordinances, City of Albion, Michigan, they shall have ascribed to them their ordinarily accepted meanings or such as the context herein may imply.

- a) Whenever the words "multi-family dwelling, residence building, dwelling unit, rooming house, rooming unit, or premises" are used in this Article, they shall be construed as though they were followed by the words "or any part thereof".
- b) "Basement" means a portion of the building partly underground, but having less than half of its clear height below the average grade of the adjoining ground.
- c) "Building Code" means the Building Code officially adopted by the City, pursuant to Chapter 18, Article II, Section 18-26 of this Code, for the regulation of construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures.

- d) "Certified Mail" means and includes that class or type of mail designated by the U.S. Postal Service as "certified mail".
- e) "Code Enforcement Official" or "CEO" means an authorized City official designated to issue municipal civil infraction citations or municipal civil infraction notices as provided by this Article, perform inspections, or take any other action authorized by this Article.
- f) "Deterioration" or "Deteriorated" means the fact or process of decay or degeneration which has progressed to the point where it has resulted in or will soon result in making an object or mechanism unsafe, unsanitary, inoperable, unusable or unsuitable for its intended use, including, but not limited to, the advanced state of rot, rust, mold, insect ingestion, infestation or destruction.
- g) "Dwelling Unit" means one (1) or more rooms and a single kitchen designated as a unit for occupancy by one (1) family with provision of cooking, living, sanitary and sleeping facilities. See "Family".
- h) "Dwelling" means:
- i. A building, whether stick-built, premanufactured or precut, designed and used for the complete living accommodations of a single family which complies with the standards given in this Ordinance. In the case of buildings which are occupied in part, the portion occupied shall be considered a dwelling unit, provided it is in conformance with the criteria for dwellings. In no case shall a travel trailer, truck, bus, motor home, tent or other such portable structures be considered a dwelling unit.
 - ii. Dwelling, Two-Family or Duplex. A use which is a dwelling designed for or occupied by two (2) families, with separate housekeeping, cooking, and bathroom facilities for each which complies with the standards given in this Code. Two-Family dwelling or Duplex includes the following: See Dwelling Unit.
 - iii. Dwelling, Multiple-Family. A building, or a portion thereof, designed exclusively for occupancy by three (3) or more families living independently of each other where each unit may have access to a common hallway, stairs or elevator. Multiple-Family dwelling includes apartment buildings and also the following: A. Bungalow Court. This building type consists of a series of small, detached structures, providing multiple units arranged to define a shared court. The shared court takes the place of a private rear yard. B. Fourplex. A medium structure that consists of four (4) units: typically two (2) on the ground floor and two (2) above with a shared entry. C. Multiplex. A medium structure that consists of five (5) to ten (10) side-by-side and/or stacked dwelling units, typically with one (1) shared entry or individual entries along the front. D.

Courtyard Apartments. A medium- to large-sized structure consisting of multiple side-by-side and/or stacked dwelling units accessed from a courtyard or series of courtyards. Each unit may have its own individual entry or may share a common entry. See Dwelling Unit.

- iv. Boarding house, rooming house, lodging house, tourist house means a building arranged or used for the lodging with or without meals for compensation of more than three (3) and not more than twenty (20) persons.
- v. Mobile homes within a mobile home park; within a seasonal mobile home park; or located outside of a mobile home park or seasonal mobile home park if the mobile home is being rented to a tenant by the mobile home owner.
- i) “Emergency” means a condition of imminent danger calling for immediate action in order to avoid death, injury or illness to a human being or the destruction or severe damaging of real or personal property.
- j) “Extermination” means the control and elimination of insects, rodents or other pests by eliminating their harborage places or by removing or making inaccessible materials that may serve as their food by a recognized and approved means.
- k) “Family” means one (1) or more persons related by blood, marriage, or legal adoption (and their domestic employees) occupying a dwelling unit and living as a single housekeeping unit; or a collective number of individuals living together in a dwelling unit whose relationship is of a permanent and distinct domestic character and cooking as a single housekeeping unit. This definition shall not include a society, club, fraternity, sorority, association, lodge, combine, federation, group, coterie, or organization, which is not a recognized religious order, nor include a group of individuals whose association is temporary in character or nature.
- l) “Good Repairs” means to be properly installed, stable and maintained sufficiently free of defects or deterioration so as to be functional for its present use and to be safe and sanitary.
- m) “Hazardous” means a condition which the CEO has determined to be likely to result in the death, injury or illness of a human being or in the severe damage to real or personal property or in the unauthorized entry into a dwelling unit or accessory building if corrective measures are not taken expeditiously.
- n) “Hot Water” means water heated to a temperature of one hundred twenty (120°F) degrees Fahrenheit at the outlet.

- o) "Infestation" means the presence, within or contiguous to a structure or premises of insects, rodents, vermin or other pests.
- p) "Insect" means any species of animal with an exterior skeletal arrangement as well as any creeping or crawling invertebrate. The word "insect" shall include, but not be limited to, ants, roaches, flies, termites and silverfish as well as worms and slugs.
- q) "Intended" shall mean:
 - i. The purpose, operation and/or arrangement for which something has been designed or built.
 - ii. The purpose, operation and/or arrangement for which something is currently, safely and legally being used.
- r) "Kitchen" means a room used or intended to be used for the preparation of food or for both the preparation and consumption of food, but not for any other living or sleeping purposes.
- s) "Multi-Family (Multiple) Dwelling". See "Dwelling".
- t) "Occupant" means a person over one (1) year of age, including owner or operator, living and sleeping in a dwelling unit or having actual possession of the dwelling or rooming unit.
- u) "Operator" means any person who has charge, care or control of a structure or premises which are let or offered for rental occupancy.
- v) "Owner" means the person(s) to whom a dwelling unit is assessed on the City tax rolls. When the person listed on the tax rolls is the holder of a mortgage on the assessed premises, the owner shall be the person(s) named as the mortgagor(s) on the mortgage document. In this Article "owner" is sometimes referred to as "landlord."
- w) "Plumbing" or "Plumbing Fixtures" means water heating facilities, water pipes, gas pipes, garbage and disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines, or other similar equipment, catch basins, drains, vents, or other similarly supplied fixtures, together with all connections to water, gas, sewer or vent lines.
- x) "Premises" means a lot, plot or parcel of land including the buildings or structures thereon.
- y) "Regular Mail" means that class of mail designated by the U.S. Postal Service as "first class" mail. Regular mail shall also include post cards and postal cards.

- z) “Rented” means a dwelling unit legally occupied by a person other than the owner or other than the mother, father, or child of the owner.
- aa) “Rooming House”. See “Dwelling”.
- bb) “Rooming Unit” means any room or group of rooms in a boarding or rooming house, forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.
- cc) “Rubbish” means combustible and non-combustible waste materials except garbage and including the residue from the burning of wood and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust and other similar materials.
- dd) “Safe” means a condition which is not likely to do harm to human beings or to real or personal property.
- ee) “Sanitary” means free of grease, excrement, dirt, food residue, garbage, rust or similar matter which can harbor bacteria unsafe to human beings or animals, or which produces strong odors or which provides food for, or is an available source of food for, animals or insects.
- ff) “Structure” means anything constructed or erected, such as a building, which requires location on the ground, or attachment to something having location on the ground except walls, fences, ornamental landscape features, driveways and sidewalks.
- gg) “Supplied” means installed, furnished or provided by the owner or operator of a rental unit.
- hh) “Tenant” means any person, other than a legal or equitable title holder, occupying or possessing a dwelling or part thereof.
- ii) “Unit” means a collective term for any dwelling unit.
- jj) “Unsafe” means a condition which is reasonably likely to cause injury to human beings or property.
- kk) “Ventilation” means the process of supplying and removing air by natural or mechanical means to or from any space.
 - i. Mechanical means ventilation by power-driven devices.

- ii. Natural means ventilation through windows, skylights, doors, louvers, or stacks without using a wind or power-driven device.
- ll) “Yard” means an open, unoccupied space on the same lot with a building extending along the entire length of a street, or a rear or interior lot line.

18-381: Matters Covered

The provisions of this Article shall apply to all rental structures and premises located within the City of Albion. The provisions of this Article shall not apply to dwelling units that are occupied by member(s) of the owner’s family. For purposes of this Section, “family” shall include individuals related to the owner through blood, marriage, or adoption.

18-382: Applicability

Every portion of a building or premises used or intended to be used for rental dwelling purposes shall comply with the provisions of this Article irrespective of when such building shall have been constructed, altered, or repaired.

18-383: Application

Any alterations to buildings, or changes of use therein which may be caused directly or indirectly by the enforcement of this Article shall be done in accordance with all applicable building codes, including all requirements contained within Chapter 18 of this Code where applicable. All rental housing shall also be subject to applicable provisions of Chapter 100 of this Code (the Zoning Ordinance).

18-384: Conflicting Provisions

If any provision of this Article conflicts with or contravenes a provision of another Article of this Code, the more restrictive provision shall control.

18-385: Other Regulations

The provisions in this Article shall not be construed to prevent the enforcement of other provisions of this Code or other state or federal laws or regulations which prescribe additional or other standards applicable to rental housing.

18-386: Existing Buildings

This Article establishes minimum requirements for the occupancy of all rental structures and does not replace or modify requirements otherwise established for the construction, repair, alteration or use of buildings, equipment or facilities.

18-387: Administration

- a) *Enforcement Officer.* It shall be the duty and responsibility of the City of Albion Code Enforcement Officer ("CEO") or his or her designee to enforce the provisions of this Article.

18-388: Authority of the Building Board of Appeals; Appeals; Procedure

- a) *Powers and Duties of the Building Board of Appeals.* The Building Board of Appeals ("Board"), established pursuant to Chapter 18 Section 18-332 of this Code, shall have the following powers and duties under this Article:
- 1) Provide interpretations of the provisions of this Article.
 - 2) To hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, decision or determination made by the CEO, or any other administrative or enforcement official in connection with the enforcement of this Article.
 - 3) Authorize a variance from the strict application of this Article where such application would result in practical difficulties or unnecessary hardship to the person owning or having the beneficial use of the property for which a variance is sought. A variance may be allowed only if, in the judgment of the Board, such variance would not violate the intent of this Article, nor jeopardize public health or safety. This power shall not be construed so as to permit the Board to authorize the granting of a variance from the requirements of the State Housing Law or the provisions of any other Article of this Code where applicable.
 - 4) To grant extensions of time to correct violations of this Article upon a showing that the responsible party has made a good faith effort to comply with an order of the CEO; or that the violation(s) could not have been reasonably accomplished with the time limit originally set, or that an unusual hardship exists. Requests for extensions of time shall be given priority over other Board matters and the procedure of (b) of this Section shall not apply.
- b) *Appeal and Variance Procedure.*
- 1) Appeals from rulings, notices and orders of the CEO or any other official charged with the enforcement of this Article may be made to the Board by filing a notice of appeal with the City Clerk, accompanied by an appeal fee set by resolution of the City Council within twenty (20) days from the date of issuance of any such ruling, notice or order.
 - 2) The notice of appeal shall specify the particular grounds upon which the appeal is based. Where the appellant seeks a variance, the notice of appeal shall also specify the requirements from which a variance is sought and the nature and extent of such variance.

- 3) The taking of an appeal shall not stay the imposition of penalties imposed by this Article.
- 4) The Board of Appeals shall fix a reasonable time for the hearing of appeals. The Board shall serve notice of the hearing, including time, date, and location, via first-class mail to the appellant's last known address no later than seven (7) calendar days prior to the date of the hearing.
- 5) The Board shall prepare an official record of each appeal and shall base its decision on this record. The official record shall include:
 - a. The relevant administrative records and the order or action of the CEO which is being appealed.
 - b. The notice of appeal.
 - c. Such documents, exhibits, photographs, or written reports as may be submitted to the Board for its consideration.
 - d. Written findings of facts, conditions attached, and the decisions and order by the Board in disposing of the appeal shall be entered into the official record after they have been signed by the Chairman of the Board and after written notice of the disposition of the appeal has been served either in person or by mail upon the parties to the appeal, the CEO and the City Clerk.

18-389: Owner Responsibilities

In addition to all other responsibilities under the terms of this Article, the following provisions shall apply to owners:

- a) *Compliance Prior to Rental.* No owner shall rent, lease or otherwise offer or provide for occupancy of a rental unit which does not meet the requirements of this Article.
- b) *Free from Dampness.* No owner shall rent, lease or otherwise to another for human habitation any structure or portion thereof, including the cellar, basement, and/or crawl space, unless such structure is maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure.
- c) *Shared or Public Areas.* All shared or public areas of a rental premises containing two (2) or more rental units shall be maintained in a clean and sanitary condition by the owner.
- d) *Garbage and Rubbish Removal.* The owner shall furnish garbage and trash removal facilities for every rental unit excepting a single-family dwelling.
- e) *Utility Services.* Owners shall provide utility services as are required and permitted pursuant to Section 18-394 of this Article. Owners may, in their discretion, require that tenants pay and/or reimburse owners for such services as a term of renting or letting consistent with the requirements of Chapter 86, Article II, Division I, Section 86-35 of this Code.
- f) *Accessory Structures and Fences.* Every accessory structure and fence on a rental premise shall be maintained in good repair by the owner, or in lieu thereof, the owner shall cause the same to be removed.

- g) *Extermination of Insects*. Owners shall be responsible for extermination of insects, rodents and other pests.
- h) *Window Screens*. Unless a tenant has specifically agreed to provide window screens as required by this Article, the owner shall furnish, install, and remove window screens in rental units.
- i) *Sale of Rental Unit*. Upon the sale or change of use of a rental unit, the owner shall promptly notify the CEO.

18-390: Responsibilities of Tenants

In addition to all other responsibilities under the Article, the following provisions shall apply to tenants.

- a) *Occupancy*. No tenant shall sublet a rental unit or allow non-tenants to occupy a rental unit except upon specific consent of the owner, nor permit an excessive number of occupants to occupy a rental premise in violation of this Article.
- b) *Sanitary Condition*. Every tenant shall maintain his rental unit and all other parts of a rental premises for which he is responsible in a clean and sanitary condition.
- c) *Cooperation with Owner*. Tenants shall promptly notify the owner of any known violation of this Article and shall cooperate with the owner in maintaining the rental premises.
- d) *Plumbing Facilities*. All plumbing fixtures and toilet facilities shall be maintained in a clean and sanitary condition at all times. Tenants shall use reasonable care in the proper use and operation of all plumbing facilities.
- e) *Parking Requirements*. Tenants shall comply with all off-street parking requirements as provided in this Article.
- f) *Extermination of Insects and Pests*. Tenants shall promptly cause the extermination of all insects, rodents or other pests when it is their responsibility to do so under the provisions of this Article.
- g) *Exterior Areas*. When required by this Article, tenants shall maintain all exterior areas of a rental premises in a clean and orderly condition.
- h) *Rubbish and Garbage - Single Family Units*. Tenants of single family dwelling units shall furnish their own rubbish and garbage disposal facilities, unless otherwise agreed to by the owner and the tenant.
- i) *Enforcement*. The tenant responsibilities under this Article shall be enforced by the CEO using the same enforcement procedures as are applicable to violations of this Code by owners.

18-391: Registration of Rental Units

- a) *Registration of Rental Units Required; Fees*.
 - 1) Annually, on or before April 1 of each year, every owner of a rental unit shall register the same with the City Clerk; make application for an annual license to the City Clerk. The applicant shall also file a written certification that no rental units to be registered are in violation of this Article. Each registration and application for license shall be accompanied by an appropriate fee as set by resolution of City Council.

- 2) Should the title to the property, which is the subject of the application and registration, be obtained more than six (6) months after the annual registration date for that year as specified above, then the license fee to be paid by the applicant shall be one-half ($\frac{1}{2}$) the annual fee for such property. The license issued the applicant shall be valid until the following April 1, the regular annual application and registration date.
 - 3) In the event an owner shall fail to comply with the provisions of this Section on or before April 1 of each year the owner shall pay in addition to the filing fee a late filing fee according to the schedule of fees applicable to this Article.
- b) *Registration of Rental Dwellings.* Application for registration and license shall be made in such form and in accordance with such instructions as may be provided by the City Clerk and shall include:
- 1) The address of the rental dwelling.
 - 2) The number of dwelling units.
 - 3) The name, residence address, and phone number of the owner.
 - 4) The name, address, and phone number of the manager or agent designated by the owner.
 - 5) The date of registry and registration identification number.
 - 6) Total amount of registration fees.
- c) *Issuance of License.* The City Clerk shall issue a license if the applicant is not in default to the City, has paid all applicable fees, registered and furnished all the information required by this Section, and the rental dwelling, its unit(s), accessory structures, and yard(s) are in compliance with all applicable building and zoning regulations.
- d) *Revocation of License.* The Clerk may revoke a rental housing license if the owner or applicant has:
- 1) Misrepresented the ownership or the state or condition of the rental property;
 - 2) Violated this Article or any other applicable provision of the City Code, including all applicable building and zoning regulations;
 - 3) Is in default to the City;
 - 4) Unpaid charges against the rental property for mowing, weed or debris removal, or similar charges; or
 - 5) Unpaid fees, fines, penalties or debts of any sort arising from the provisions or enforcement of the provisions of this Article.
- Prior to revoking a rental housing license, the CEO shall cause a written "Notice of Intention to Revoke License" to be delivered to the owner not less than thirty (30) days prior to the proposed effective date of revocation of the license. The Notice shall be sent by the CEO by first class mail and by certified mail to the owner at the address given by the owner when the rental unit(s) was last registered with the City. In the alternative, the Notice may be personally served upon the owner by the CEO.
- e) *Right to Appeal.* Upon refusal of the City Clerk to issue a license or upon revocation of a license by the City Clerk, the applicant or owner may appeal the decision to the Building Board of Appeals.

- f) *Certificate of Registration.* The CEO shall maintain a registry of the owners (and their responsible agents, if any) of all rental units in the City.
- g) *Change in Register Information.* The owner of rental units previously registered with the CEO shall notify the CEO within thirty (30) days of any change in registration information. A new owner of a registered rental unit(s) shall re-register such unit(s) within thirty (30) days of the date of transfer of ownership. No new fees shall be charged for change of registration.
- h) *Registry of New Rental Dwellings.* The owner of a new rental dwelling or of any dwelling newly converted to a rental dwelling shall register the rental dwelling prior to allowing occupancy of any new rental units.
- i) *Sale of Rental Unit.* The sale of real estate on which a rental unit or units are located shall automatically terminate any rental unit license with respect to such rental unit(s). Prior to the sale, assignment, or transfer by the owner of any interest in a rental unit structure, the owner shall cause all rental units to be inspected by the CEO who shall prepare a written report and furnish the owner with a copy within seven (7) working days after receiving a written request for such inspection. The inspection report shall be valid for thirty (30) days unless extended in writing by the CEO.

18-392: Inspection Basis; Fees and Enforcement Process

- a) *Inspections.* The CEO is authorized to make inspections of all rental units in the City occupied or held for rental. Inspections may be made to determine compliance with the standards of this Article in the following instances:
 - 1) When an application is received for the initial registration and licensing of a rental unit for units.
 - 2) When a complaint is received by the CEO that a rental unit or rental premises is not in compliance with the provisions of this Article.
 - 3) Upon observation by the CEO of a violation of the provisions of this Article.
 - 4) When an emergency is observed by the CEO or reasonably believed to exist.
 - 5) Upon the request by an owner or occupant of a rental unit.
 - 6) To determine compliance with a notice of violation or an order issued by the CEO or any other City official.
- b) *Time of Inspection.* The CEO shall make inspections of rental units licensed under this Article at least once in every three (3) year period.
- c) *Inspection Entry.* For the purpose of enforcing the provisions of this Article, the CEO is authorized to inspect rental units at any time during reasonable hours with the consent of a responsible party, owner, or owner's agent. Upon refusal of entry, the CEO may apply to the appropriate court for a court order authorizing entry as provided by State law.
- d) *Emergency Entry Authorized.* When an emergency is reasonably believed to exist within a rental unit or accessory structure, the CEO shall have the right to enter immediately and at any time without an inspection warrant and without the owner's consent to entry the rental unit provided that before entry, the CEO shall

make reasonable efforts to contact the owner of the rental unit. Emergency entry shall be for the sole purpose of determining that an emergency exists or to abate an existing emergency condition.

- e) *Fees*. The fees for registration, inspection, complaint inspections, and re-inspections shall be set by resolution of the City Council.

18-393: Environmental, Exterior and Interior Requirements

- a) *Compliance with Building and Zoning Codes*. All rental units, rental properties and structures shall comply with the provisions of Chapter 18 and Chapter 100 of this Code, as such provisions may apply.

18-394: Utility Services and Equipment to be Maintained

- a) *Utility Services*.

- 1) Except as otherwise provided in this Article, an owner shall not cause any of the following utilities, services or equipment to be shut off, disconnected, removed or otherwise terminated or interrupted when the utility, service, or equipment is being furnished to or used by the occupant of a rental unit:
 - a. Water or sewer service.
 - b. Fuel supply.
 - c. Heating or ventilation equipment.
 - d. Hot water supply.
 - e. Electrical service.
- 2) This Section shall not apply to a necessary and temporary interruption of service required for maintenance, repair or replacement nor to any such interruption needed to act upon an emergency or hazardous condition.
- 3) An owner shall be responsible to the City for payment of municipal water and sewer charges to rental units unless the owner has complied with the requirements of Chapter 86, Article II, Division I, Section 86-35 of this Code.
- 4) Any termination or interruption of water, sewer, gas or electric utility service by the utility for non-payment of utility bills shall be deemed to be caused by the person who contracted with the utility for the service. Neither an owner nor a tenant shall cause a utility service to be terminated for non-payment or otherwise without giving immediate notice to the other party to a rental agreement.

18-395: Mobile Home, Camper or Motor Home

- a) No mobile home, camper, or motor home whether mobile or not shall be occupied as a rental unit within the City except in a legally established mobile home park. Notwithstanding any provision of this Article, if the mobile home is

being rented to tenants by the owner of the mobile home, it shall be inspected under the terms of this Article as authorized by Section 7(7) of the Mobile Home Commission Act, Act 96 of 1987, as amended.

This Ordinance shall take effect on _____, 20____ after publication.

First Reading:

Second Reading & Adoption:

_____, 20____

_____, 20____

Ayes _____
Nays _____
Absent _____

Ayes _____
Nays _____
Absent _____

Jill Domingo,
Clerk

Victoria Snyder,
Mayor



City of Albion BOARD APPLICATION

Received Date: September 23, 2022

Board/Commission: ALBION DISTRICT LIBRARY

NAME: Eric Krause
DOB: July 15, 1955

18 YEARS OLD OR OLDER:	Yes	STREET ADDRESS:	1007 Fitch Street
US CITIZEN:	Yes	CITY:	Albion
CITY OF ALBION RESIDENT:	Yes	STATE:	MI
LENGTH OF RESIDENCY:	34 Years	ZIP:	49224
PHONE NUMBER:	517 629 9253		
SECONDARY PHONE NUMBER(S):	517 392 7917		

IF YOU DO NOT RESIDE IN THE CITY LIMITS, DO YOU OWN REAL ESTATE WITHIN CITY LIMITS?

Yes

No

If you live, work or own a business in the City of Albion, have you filed your most recent year's City Income Tax return and have you paid all balances due?

Yes

EMPLOYMENT STATUS: Retired

OCCUPATIONAL BACKGROUND: Public Safety Officer Albion Public Safety 27-1/2 Years
Sheriff Deputy Calhoun County SD 7-1/2 Years

EDUCATIONAL BACKGROUND: Associates Degree Oakland Community College

REASON FOR APPLYING: Civic Involvement

RELEVANT EXPERIENCE: Member Of The Friends Of The Albion Library 1988-1990

COMMUNITY INVOLVEMENT: Way To Many To Mention

Have you served on this board, commission, or committee in the past and if so, how many terms did you serve?

Member Of The Friends Of The Albion Library 1988-1990

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

Not Any More!

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

Not Any More!

Eric Krause

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

No

REFERENCE 1

NAME: Ken Snyder
RELATIONSHIPS: Friend
PHONE #: 517 629 1234

REFERENCE 2

NAME: Scott Kipp
RELATIONSHIPS: Former Boss
PHONE #: 517 629 3933

SECONDARY

BOARDS/COMMISSION: ALBION DISTRICT LIBRARY

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: APPROVE CONTRACT WITH GRANICUS FOR AGENDAS/MINUTES & BOARDS AND COMMISSIONS SOFTWARE
Meeting: CITY COUNCIL REGULAR MEETING - 21 Nov 2022
Department: City Manager
Staff Contact: Haley Snyder, City Manager

BACKGROUND INFORMATION:

This will replace the current iCompass software we are currently using

ATTACHMENTS:

[Albion MI - Master Subscription Agreement](#)

**Master Subscription Agreement
US/Canada**

This Master Subscription Agreement (“**Agreement**”) is effective as of the date an Order or SOW (as defined below) commences (“**Effective Date**”) between the City of Albion, MI (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company (“**Granicus**”).

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

“**Content**” means any material or data: (i) displayed or published on Client’s website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

“**Products**” means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

“**IP Rights**” means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

“**Order**” means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

“**Services**” means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW;

“**SOW**” means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement; and

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

- (i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;
- (ii) Use the Products as a door or signpost to another server;
- (iii) Disassemble, decompile, reverse engineer or make derivative works of the Products;
- (iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
- (v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (vi) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

- a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order (“**Initial Term**”). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.
- b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order.
- c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the “**Termination Date**”), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.
- d) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.
- e) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client’s right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client’s behalf absent separate written agreement and the payment of additional fees.
- f) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

- a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client’s access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client’s responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes at least ninety (90) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

6. **Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. **Representations; Warranties; Disclaimers.**

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) for a breach of the warranty in Section 7.b.(ii) reperformance of the non-conforming Services, provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. **Services.**

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. **“Deliverable(s)”** means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client’s offices will comply with Client’s policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client’s travel and expense policy which will be provided to Granicus in writing (or Granicus’ policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **“Confidential Information”** means all confidential and/or trade secret information of either party (**“Disclosing Party”**), including but not limited to: (i) Granicus’ Products; (ii) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**“Receiving Party”**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or

rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected

Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

12. General.

a) **Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party

assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client’s name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier’s systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. Client’s mailing and email address are as set forth in the Order. The mailing and email address of Granicus is as follows:

Granicus
Contracts
408 St. Peter Street, Suite 600, Saint Paul, MN 55102
(651) 757-4154
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided that either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party’s business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

i) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.

j) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

k) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state’s conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Non-discrimination. Granicus shall not discriminate against any qualified employee or qualified applicant for employment on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight and shall include an identical provision in subcontracts.

15. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus’ response to Client’s RFI, RFP, RFQ; and (v) Client’s RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein.

Granicus

Albion, MI

By:

(Authorized Signature)

By:

(Authorized Signature)

Name

:

(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)

Name

:

(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)

By:

(Authorized Signature)

Name

:

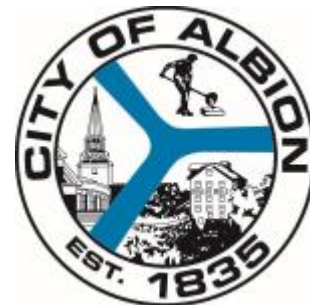
(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: APPROVE RESOLUTION # 2022-35, TO EXEMPT THE CITY OF ALBION FROM THE REQUIREMENTS OF THE MICHIGAN PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT FROM JANUARY 1, 2023, THROUGH DECEMBER 31, 2023
Meeting: CITY COUNCIL REGULAR MEETING - 21 Nov 2022
Department: Attorney
Staff Contact: Cullen Harkness, City Attorney

ATTACHMENTS:

[Resolution 2022-35](#)

RESOLUTION #2022-35

To exempt the City of Albion from the Requirements of the Michigan Publicly Funded Health Insurance Contribution Act from January 1, 2023 through December 31, 2023.

Purpose and Finding: Pursuant to Act No. 152 of the Michigan Public Acts of 2011, Section three (3), a public employer that offers or contributes to a medical benefit plan for its employees or elected officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$7,399.47, times the number of employees with single person coverage; plus \$20,180.43, times the number of employees with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2023. Act No. 152 further provides in Section four (4), subsections one (1) and two (2) that, in the alternative, by a majority vote of its governing body, a public employer may elect to comply with Section four (4) of this act for a medical benefit plan coverage year instead of the requirements in Section three (3) and elect to pay no more than eighty (80%) percent of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. Additionally, Section three (3), subsection one (1) provides that by a two-thirds (2/3) vote of its governing body each year, a local unit of government may exempt itself from the requirements of Act No. 152 for the next succeeding year. Based upon information presented to the City Council, the City of Albion now elects to exempt itself from the requirements of Act No. 152 for the 2023 year.

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

RESOLVED, that pursuant to Section eight (8) of Act No. 152 of the Michigan Public Acts of 2011, the Albion City Council hereby orders that the City of Albion exempts itself from the requirements of Act No. 152 of the Michigan Public Acts of 2011 from January 1, 2023 through December 31, 2023.

I hereby certify that the above resolution was adopted on November 21, 2022 in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

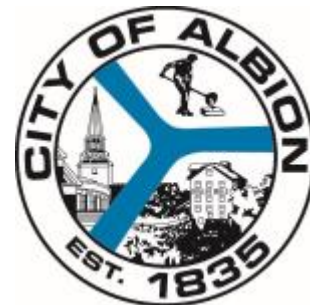
Nays _____

Absent _____

November 21, 2022

Jill Domingo, Clerk

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: APPROVE COUNCIL MEMBERS TO ATTEND MML NEWLY ELECTED OFFICIALS TRAINING AT A COST OF \$85.00 PER PERSON
Meeting: CITY COUNCIL REGULAR MEETING - 21 Nov 2022
Department: Council
Staff Contact: Vivian Davis, (5)

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: APPROVE MANER COSTERISAN 2022-2024 ENGAGEMENT LETTER
Meeting: CITY COUNCIL REGULAR MEETING - 21 Nov 2022
Department: City Manager
Staff Contact: Haley Snyder, City Manager

ATTACHMENTS:

[City of Albion 2022-2024 Engagement Letter](#)



2425 E. Grand River Ave.,
Suite 1, Lansing, MI 48912

☎ 517.323.7500

📠 517.323.6346

November 16, 2022

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

We are pleased to confirm our understanding of the services we are to provide City of Albion for the years ending December 31, 2022, 2023, and 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Albion as of and for the years ending December 31, 2022, 2023, and 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Albion's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Albion's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

1. Combining statements

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records of City of Albion and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning: Management override of controls and revenue recognition.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

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

Other Services

We will also assist in preparing the financial statements and related notes of City of Albion in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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

Engagement Administration, Fees, and Other

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

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

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

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

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

The fees for audit services will be as follows:

<u>Year Ending December 31,</u>	<u>Financial Audit</u>
2022	\$ 37,700
2023	40,000
2024	42,300

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement letter. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

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

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We understand we will be provided balanced records for each fund and that all accounts will be reconciled. If additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs.

Because we are extremely interested in continuing to serve City of Albion and the fact that our audit team members have a great deal of experience working with similar entities, we are proposing a discount to our audit cost estimate. The price schedule detailed above is a firm price assuming City of Albion records are in reasonable condition and that we are provided reasonable staff assistance. If our team members spend more hours than the projected hours detailed above that are not due to unusual circumstances (i.e., unrecorded accruals, unbalanced records, improperly recorded activities, the state of the records being significantly different than what was stated, inadequate staff assistance, significant changes in auditing standards, etc.) then we will not bill for any amounts over the audit cost estimate. During the audit, we will spend approximately 20% more in fees than what is projected above, however, we will not bill you for that additional time, unless it exceeds the 20% amount which would be caused by circumstances such as those items listed above.

Our proposal is to provide City of Albion with auditing services, rather than accounting services. The cost schedule detailed on the previous page assumes that extensive journal entries to adjust the accounting records (i.e., bookkeeping) will not be required as part of the audit process. If auditor-proposed journal entries are required in order for the financial statements to be fairly presented in accordance with generally accepted accounting principles, we propose a per entry fee of \$150. This fee will not be billed if there are less than ten entries in a given year.

The fees quoted above are based on City of Albion's current levels of client assistance and expertise. Should any of these levels of assistance or expertise change during the period of our engagement, we may need to arrive at a new fee arrangement for the remainder of the agreement.

In any year that City of Albion would like us to prepare the State of Michigan, Department of Treasury F-65 Form or Form Act 51, we will bill City of Albion at an hourly rate of \$250.

If additional procedures are necessary to assist with the implementation of GASB Statement No. 87 or 96, our fees will be based on the services rendered at our standard hourly rates.

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

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

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

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

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

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

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

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

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

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

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

Reporting

We will issue a written report upon completion of our audit of City of Albion's financial statements. Our report will be addressed to management and those charged with governance of City of Albion. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Albion is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

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

Very truly yours,

Maner Costerisan PC

RESPONSE:

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

By: _____

Title: _____

Date: _____

To: Maner Costerisan

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

Signature: _____

Title: _____

Date: _____

ADDENDUM TO ENGAGEMENT LETTER

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

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



Report on the Firm's System of Quality Control

July 30, 2020

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

We have reviewed the system of quality control for the accounting and auditing practice of Maner Costerisan PC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maner Costerisan PC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Maner Costerisan PC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads 'Reilly, Penner & Benton LLP'.

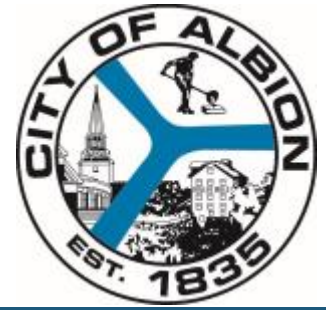
Reilly, Penner & Benton LLP

Reilly, Penner & Benton LLP

1233 N. Mayfair Road Suite #302 • Milwaukee, WI 53226-3255 • 414-271-7800

www.rpb.biz

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: DISCUSS/APPROVE EQUITY TASK FORCE FY 2023 BUDGET REQUEST
Meeting: CITY COUNCIL REGULAR MEETING - 21 Nov 2022
Department: City Manager
Staff Contact: Haley Snyder, City Manager

ATTACHMENTS:

[Equity Task Force Budget Request](#)

Jill Domingo

From: Haley Snyder
Sent: Thursday, November 17, 2022 11:28 AM
To: Jill Domingo
Subject: Fwd: Budget requests from the Equity Task Force
Attachments: Equity Task Force Strategic Objectives.pdf

Sent from my iPhone

Begin forwarded message:

From: Ashley Woodson <awoodson@albion.edu>
Date: November 16, 2022 at 4:04:03 PM EST
To: Linda LaNoue <lindalanoue87@gmail.com>, Wayne arnold <Waynearnold0802@gmail.com>, Vivian Davis <vdavis@cityofalbionmi.gov>, Scott Kipp <skipp@cityofalbionmi.gov>, Joe Jackson <joejlakers@aol.com>, David Clark <dclark@cityofalbionmi.gov>, Haley Snyder <hsnyder@cityofalbionmi.gov>
Subject: Budget requests from the Equity Task Force

Connecting with you as City Manager, Chief Kipp:

The Equity Task Force met on November 16, 2022. In order for us to function and meet the expectations outlined in our charge, we make the following budget requests:

- Responding to recommendations by the City of Albion Equity Task Force, funds to conduct an equity audit and establish a DEI plan to help as we move forward in creating internal and external policies, plans, and procedures for establishing and maintaining an inclusive and welcoming City. The goal is to identify and eliminate institutional/structural bias and build equitable policies and language to improve access to city information, city services and civic participation for historically underrepresented or marginalized groups. **A budget line item of approximately \$60,000 to do this work.**
- Responding to recommendations by the City of Albion Equity Task Force, funds to support citizen-ADPS open forums and other forms of engagement. The objective is to establish proactive, solution-oriented dialogue that fosters mutual trust and restorative practices. This initiative would be inclusive of strategic data collection, monthly meetings with light refreshments, guest speakers or experts as needed. **A budget line item of \$6000 to support this initiative.**

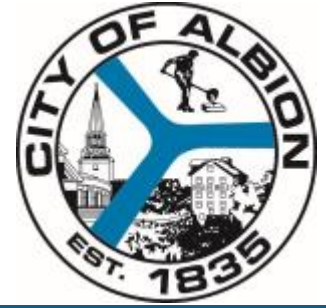
We welcome questions! We ask that this be integrated into the FY 2023 budget (possibly through the City Manager's office, ARPA or the General Fund) for Council's consideration. While we have draft strategic objectives (attached) to guide our work in the interim, we hope for data-informed priorities based on the findings of an audit and through dialogue during the forums.

We've included what we assume is the email for Dave Clark, the new Finance Director (dclark@cityofalbionmi.gov). Can you please forward this message to him if we're incorrect?

Toward what matters,

Ashley Woodson
Associate Vice President for Academic Outreach & Strategic Development
[Albion College](#)
611 E. Porter St.
Albion, MI 49224

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL
Subject: DISCUSS/REVIEW COUNCIL STRATEGIC GOALS
Meeting: CITY COUNCIL REGULAR MEETING - 21 Nov 2022
Department: Council
Staff Contact: Nora Jackson, (3)

ATTACHMENTS:

[2022 Council Strategic Goals](#)

2022 KEY STRATEGIC GOAL AREAS

CITY SERVICES

Priority 1

- Clean sewer basin, add flags
- Explore public transportation options
 - Albion-Marshall Connector
 - County wide transportation project

Priority 1.5

- Development affordable online payment system
 - Water bills
 - Park reservation
 - City income tax

Priority 2

- Employee recognition
- USDA packaging site: grants & loans
- Update City Hall infrastructure
 - Update, clean, replace windows
 - Include ADA compliant elements

Priority 3

- Clarify process for addressing back taxes
 - How to notify the public
 - Newsletter to communicate talking points
 - Sewer and Water rates
- Media Outreach
 - Invite more collaboration
 - Include short clips

COMMUNITY DEVELOPMENT

Priority 1

- Create a cleaner City
 - Ride around each precinct (now that COVID restrictions are lifted)
 - Work with Code Enforcement to improve
- Improve street repair before the street plan is implemented
 - Work with City Manager for improved management of street repair
- Create partnerships; bring resources together for the benefit for everyone
 - Identify who we can partner with to meet community needs
 - Stability – City commitment to equitable redevelopment

- Accountability
- Outcomes of shared written statements

Priority 2

Funds for the Right Now Project

- Look at alternative ways
- Debt instead of millage

4 Neighbors

- Residents who need assistance with repairs
- Plant Flowers to make it look nice
- Neighborhood Planning Council
- Work with Council to get started

Conduct Town Halls

- Coordinate the meetings and work collaboratively

Priority 3

Investigate Housing Options

- Mixed use development

Black Businesses – Help establish

- Explore what are other communities doing ; help development programs

INFRASTRUCTURE

Priority 1

Road Millage 6 M; fix the roads

Successful start of USDA wastewater

Identify and address blighted buildings & houses in need of fixing

- Work with Director of Planning and Building

Priority 4

Projects – Explain projects for success

PARKS and RECREATION

Priority 1

Incremental progress on Master Plan

- Regular report-outs on progress

Solidify contract for recreation participation

Priority 2

Enforcement of Park Rules

- More policing of park events

- Update signage
- History of park signage
- Cameras

Priority 3

Find a park for 4th Precinct

- Make one
- Pop up park for community events?

PUBLIC SAFETY

Priority 1

Continue Training and Development (Mental Health); Funding
Code Enforcement

Priority 2

Safe City Certification

- Best of the Best/Safe
- Identify grant money available

Priority 3

Investment in staff capacity to strategically tackle worse areas

OUR PROFESSIONAL DEVELOPMENT

Priority 1

Continue MML Training

Priority 2

Identify how to better involve citizens and inform them on what is happening

Priority 3

Understand and use "Generative Conflict Resolution"

Priority 4

MME

MERS - Staff and Council

Review Ordinances and Charter regularly

List Serve Participation

- City Manger
- Mayor
- Council

CITY COUNCIL REGULAR MEETING AGENDA ITEM REPORT



To: CITY COUNCIL

Subject: DISCUSSION/ACTION ON DIRECTING THE CITY MANAGER TO SEEK THREE COMPETITIVE MODELS FOR PROGRAMS/INITIATIVES THAT EXAMINE AND ADDRESS HOUSING INSECURITY AND INSTABILITY, EQUITY IN ACCESS TO MARKET RENT, AND PROMOTING RESIDENT PARTICIPATION, RETENTION, AND THRIVING IN ALBION. MODELS SHOULD BE DERIVED FROM BEST PRACTICES TAKEN FROM SIMILARLY SITUATED CITIES, IF POSSIBLE (E.G., DIVERSITY, POPULATION, ECONOMY, POVERTY), THAT HAVE MADE MEASURABLE PROGRESS TOWARD RESOLVING HOUSING CONCERNS.

Meeting: CITY COUNCIL REGULAR MEETING - 21 Nov 2022

Department: Council

Staff Contact: Donovan Williams, (1)



CITY OF ALBION Office of the City Manager

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

Department Heads are responsible for completing and submitting this Monthly Report.

Name: Ian Arnold	Department: Planning and Building
<p>Updates/Highlights: <i>(i.e. Staff Changes, Training & Development, Accomplishments)</i></p> <ul style="list-style-type: none"> • The City of Albion Comprehensive Plan is available for viewing online or at City Hall. • Any residents financially struggling with home improvements or repair should contact the Department of Planning and Building for information on financial assistance. • We have submitted a final draft of a Rental Registration Ordinance to City Council for discussion. All concerned residents should attend City Council’s next meeting to give their comment on the ordinance. 	
<p>Areas of Improvement: <i>(i.e. Open Issues, Areas of Concern, Help Needed)</i></p> <ul style="list-style-type: none"> • We are working to develop drafts of ordinance updates for our Sign, and Fence Ordinances. 	
<p>Additional Comments or Confidential/Sensitive Info: <i>*not publicly shared*</i></p>	



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Date Submitted: 11-17-22	CM Review Initials:
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Department Heads are responsible for completing and submitting this Monthly Report.

Name: Kevin O'Brien	Department: Public Services
Updates/Highlights: <i>(i.e. Staff Changes, Training & Development, Accomplishments)</i>	
<ul style="list-style-type: none"> - Making progress with USDA Waste Water Bonding requirement's - All Utility and Public Works positions are filled - Completed decoration of Downtown and Christmas Tree Installation - Continuing work with Drinking Water Asset Management Grant - Waste Water Employees attended training/testing in Concord MI - All Winter Operations equipment is ready - Completed several Sidewalk/Driveway repairs from water excavations 	
Areas of Improvement: <i>(i.e. Open Issues, Areas of Concern, Help Needed)</i>	
<ul style="list-style-type: none"> - Street Cleaning (leaves and debris) accumulation on drains and along curbs - Hope to have discussion on Hunting within the City limits - Downtown turn lane arrows need painted, probably in Spring 2023 - Getting City Safety Committee back on track (working towards it) - Working with Budget, attended Budget Session 11/12/22 - Working on requisition of a Bucket Truck with Eaton Rapids rollover program - Completing Well replacement in December 	
Additional Comments or Confidential/Sensitive Info: <i>*not publicly shared*</i>	

Date Submitted: 11/17/2022	CM Review Initials:
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Department Heads are responsible for completing and submitting this Monthly Report.

Name: Jill Domingo	Department: Clerk's Office
Updates/Highlights: <i>(i.e. Staff Changes, Training & Development, Accomplishments)</i> <ul style="list-style-type: none"> • Agenda's/Minutes • QVF Maintenance • Process Marihuana License Renewals • FOIA Requests • Election Clean-Up • 2023 Files 	
Areas of Improvement: <i>(i.e. Open Issues, Areas of Concern, Help Needed)</i>	
Additional Comments or Confidential/Sensitive Info: <i>*not publicly shared*</i>	

Date Submitted: 11-16-2022	CM Review Initials:
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Department Heads are responsible for completing and submitting this Monthly Report.

Name: Scott Kipp	Department: Public Safety
Updates/Highlights: <i>(i.e. Staff Changes, Training & Development, Accomplishments)</i>	
<ul style="list-style-type: none"> • Cadet Hayes is continuing to perform well at the Lansing Police Academy. • Cadet Burkett and Coleman both took their MCOLES exam on 11/3/22 and passed. They were sworn in later that day and are continuing in their field training program • All ADPS officers are attending 1 hour of training on fire response and size-up. • The final steps for the implementation of the new parking ticket program have taken place, and we are starting to use it for parking enforcement. • PSO Chandler Barney turned in his letter of resignation as he has been hired by the Battle Creek Police Department. • We are in the process of hiring 2 new officers at this time. 	
Areas of Improvement: <i>(i.e. Open Issues, Areas of Concern, Help Needed)</i>	
Additional Comments or Confidential/Sensitive Info: <i>*not publicly shared*</i>	
Date Submitted: 09/14/22	CM Review Initials:



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Department Heads are responsible for completing and submitting this Monthly Report.

Name: Scott Kipp	Department: Code Enforcement
Updates/Highlights: <i>(i.e. Staff Changes, Training & Development, Accomplishments)</i> <ul style="list-style-type: none"> In the last month, there have been 21 abatements filed, with 13 being abated by the owner. Currently, 8 have been contracted for cleanup. 	
Areas of Improvement: <i>(i.e., Open Issues, Areas of Concern, Help Needed)</i> <ul style="list-style-type: none"> I am continuing to work on understanding the roles and functions of code enforcement. I will be working with Jared to get him additional training in code enforcement and any necessary certifications. 	
Additional Comments or Confidential/Sensitive Info: <i>*not publicly shared*</i>	

Date Submitted: 10/12/2022	CM Review Initials:
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FROM 09/01/2022 TO 09/30/2022

FUND: 101 202 203 208 214 226 250 265 367 450 452 590 591 661 711 732 735 737

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 09/01/2022	Total Debits	Total Credits	Ending Balance 09/30/2022
Fund 101	GENERAL FUND				
001.00	CASH	(727,293.89)	1,508,537.10	640,755.92	140,487.29
002.00	CASH - INCOME TAX ACCOUNT	1,109,343.20	134,749.13	8,133.06	1,235,959.27
003.00	CERTIFICATES OF DEPOSIT	55,122.10	0.00	122.10	55,000.00
004.00	PETTY CASH	100.00	0.00	0.00	100.00
004.01	PETTY CASH - DAILY DRAWERS	0.00	0.00	0.00	0.00
004.02	PETTY CASH - CHANGE DRAWER	400.00	0.00	0.00	400.00
005.00	HRA ACCOUNT FOR EMPLOYEES	0.00	0.00	0.00	0.00
006.00	RESTRICTED CASH - BOND RESERVE	0.00	0.00	0.00	0.00
007.00	CASH PARK FENCE	0.99	0.00	0.00	0.99
017.00	INVESTMENTS	617,636.34	1,265.99	290,000.00	328,902.33
017.19	COVID-19 ARPA LOCAL FISCAL RECOVERY	443,963.89	944.36	0.00	444,908.25
	GENERAL FUND	1,499,272.63	1,645,496.58	939,011.08	2,205,758.13
Fund 202	MAJOR STREETS FUND				
001.00	CASH	227,322.52	85,294.26	33,608.13	279,008.65
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	615,231.24	1,308.65	0.00	616,539.89
	MAJOR STREETS FUND	842,553.76	86,602.91	33,608.13	895,548.54
Fund 203	LOCAL STREETS FUND				
001.00	CASH	13,355.05	29,122.55	31,475.43	11,002.17
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	251,372.93	534.71	0.00	251,907.64
	LOCAL STREETS FUND	264,727.98	29,657.26	31,475.43	262,909.81
Fund 208	RECREATION FUND				
001.00	CASH	(31,972.99)	136,676.60	4,000.97	100,702.64
017.00	INVESTMENTS	181,011.88	385.03	0.00	181,396.91
	RECREATION FUND	149,038.89	137,061.63	4,000.97	282,099.55
Fund 214	CALHOUN COUNTY PARKS MILLAGE				
001.00	CASH	33,177.70	3.47	0.00	33,181.17
017.00	INVESTMENTS	0.00	0.00	0.00	0.00
	CALHOUN COUNTY PARKS MILLAGE	33,177.70	3.47	0.00	33,181.17
Fund 226	SOLID WASTE FUND				
001.00	CASH	80,582.06	201,655.09	22,794.85	259,442.30
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	612,255.44	1,302.34	0.00	613,557.78
	SOLID WASTE FUND	692,837.50	202,957.43	22,794.85	873,000.08
Fund 250	CDBG FUND				
001.01	CDBG FUND CASH	3.20	5,365.10	0.00	5,368.30
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	59,997.65	127.61	0.00	60,125.26
	CDBG FUND	60,000.85	5,492.71	0.00	65,493.56
Fund 265	DRUG LAW ENFORCEMENT FUND				
001.00	CASH	115,465.90	11.75	3,201.72	112,275.93
001.01	CASH - NON-ALLOCATED	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	301,670.17	641.66	0.00	302,311.83
	DRUG LAW ENFORCEMENT FUND	417,136.07	653.41	3,201.72	414,587.76
Fund 367	SIDEWALK PROGRAM FUND				
001.00	CASH	738.02	0.08	0.00	738.10
017.00	INVESTMENTS	38,364.99	81.61	0.00	38,446.60
	SIDEWALK PROGRAM FUND	39,103.01	81.69	0.00	39,184.70

FROM 09/01/2022 TO 09/30/2022

FUND: 101 202 203 208 214 226 250 265 367 450 452 590 591 661 711 732 735 737

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 09/01/2022	Total Debits	Total Credits	Ending Balance 09/30/2022
Fund 450	STREET IMPROVEMENTS FUND				
001.00	CASH	(147,645.18)	203,040.17	37,672.40	17,722.59
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	364,747.57	775.85	0.00	365,523.42
	STREET IMPROVEMENTS FUND	217,102.39	203,816.02	37,672.40	383,246.01
Fund 452	MDOT RECONSTRUCTION FUND				
001.00	CASH	151,922.98	0.00	0.00	151,922.98
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	0.00	0.00	0.00	0.00
	MDOT RECONSTRUCTION FUND	151,922.98	0.00	0.00	151,922.98
Fund 590	SEWER FUND				
001.00	CASH	56,906.30	77,859.80	149,546.13	(14,780.03)
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	72,258.24	153.70	0.00	72,411.94
	SEWER FUND	129,164.54	78,013.50	149,546.13	57,631.91
Fund 591	WATER FUND				
001.00	CASH	16,600.88	82,204.18	133,336.26	(34,531.20)
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
006.00	RESTRICTED CASH - BOND RESERVE	0.00	0.00	0.00	0.00
008.00	CASH-SECURITY DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	540,235.32	1,149.13	0.00	541,384.45
	WATER FUND	556,836.20	83,353.31	133,336.26	506,853.25
Fund 661	EQUIPMENT POOL FUND				
001.00	CASH	238,858.97	53,824.01	101,584.44	191,098.54
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	0.00	0.00	0.00	0.00
	EQUIPMENT POOL FUND	238,858.97	53,824.01	101,584.44	191,098.54
Fund 711	CEMETERY TRUST FUND				
001.00	CASH	6,625.24	416.28	0.00	7,041.52
002.04	MONROE MAUSOLEUM TRUST	0.00	0.00	0.00	0.00
003.00	CERTIFICATES OF DEPOSIT	137,255.02	0.00	2,538.16	134,716.86
017.00	INVESTMENTS	105,782.28	225.00	0.00	106,007.28
017.06	MONROE MAUSOLEUM	8,965.65	19.06	0.00	8,984.71
	CEMETERY TRUST FUND	258,628.19	660.34	2,538.16	256,750.37
Fund 732	PUBLIC SAFETY PENSION TRUST				
001.00	CASH	(14,863.00)	35,000.00	300.00	19,837.00
001.01	CASH - NON-ALLOCATED	0.46	0.00	0.00	0.46
017.00	INVESTMENTS	8,339.96	17.76	0.00	8,357.72
017.04	INVESTMENTS - PS PENSION FUND	22,455,346.17	81,564.73	1,530,287.42	21,006,623.48
017.10	CASH & EQUIV INVESTMENTS	978,783.69	0.00	0.00	978,783.69
	PUBLIC SAFETY PENSION TRUST	23,427,607.28	116,582.49	1,530,587.42	22,013,602.35
Fund 735	ALBION TRUST				
001.00	CASH	0.00	0.00	0.00	0.00
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	0.00	0.00	0.00	0.00
017.01	INVESTMENTS - FIRE BARN BONDS	235,075.75	0.00	1,730.40	233,345.35
017.02	INVESTMENTS - MAPLE GRV BONDS	0.00	0.00	0.00	0.00
017.03	INVESTMENTS - CORP/GOV BONDS	0.00	0.00	0.00	0.00
017.10	CASH & EQUIV INVESTMENTS	942,584.56	503.66	0.00	943,088.22
	ALBION TRUST	1,177,660.31	503.66	1,730.40	1,176,433.57
Fund 737	RETIREE HEALTH CARE FUND				
001.00	CASH	8,667.88	0.87	200.00	8,468.75

FUND: 101 202 203 208 214 226 250 265 367 450 452 590 591 661 711 732 735 737

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 09/01/2022	Total Debits	Total Credits	Ending Balance 09/30/2022
003.00	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00
017.00	INVESTMENTS	27,755.92	59.04	0.00	27,814.96
	RETIREE HEALTH CARE FUND	36,423.80	59.91	200.00	36,283.71
	TOTAL - ALL FUNDS	30,192,053.05	2,644,820.33	2,991,287.39	29,845,585.99

PERIOD ENDING 09/30/2022

% Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021	END BALANCE	YTD BALANCE	2022	% BDGT USED
		AMENDED BUDGET	12/31/2021 NORMAL (ABNORMAL)	09/30/2022 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 101 - GENERAL FUND						
000 - GENERAL		4,349,419.00	4,445,432.45	3,683,737.87	4,250,850.00	86.66
209 - ASSESSING		0.00	220.00	330.00	0.00	100.00
215 - CLERK		250.00	548.50	410.00	500.00	82.00
260 - FINANCE DEPT AND/OR ABA GENERAL		886.00	971.21	1,974.08	1,100.00	179.46
276 - CEMETERY		67,000.00	75,299.38	55,668.78	70,000.00	79.53
304 - CODE ENFORCEMENT		0.00	0.00	1,700.00	32,500.00	5.23
345 - PUBLIC SAFETY		74,997.00	82,764.93	39,810.52	84,300.00	47.22
422 - PLANNING & ZONING		137,659.00	180,073.86	111,274.75	82,000.00	135.70
758 - ALBION RIVER/BIKE TRAIL		280,000.00	0.00	61,569.79	0.00	100.00
775 - PARKS		28,060.00	3,970.00	4,492.50	29,460.00	15.25
778 - HOLLAND PARK TRANSFORMATION PROJECT		21,080.00	21,082.00	5,000.00	0.00	100.00
930 - TRANSFER IN		22,500.00	22,500.00	0.00	20,000.00	0.00
TOTAL REVENUES		4,981,851.00	4,832,862.33	3,965,968.29	4,570,710.00	86.77
101 - CITY COUNCIL		37,095.00	33,463.18	34,184.58	33,690.00	101.47
172 - CITY MANAGER		187,567.00	164,735.91	150,644.21	227,175.00	66.31
209 - ASSESSING		52,150.00	49,283.91	43,461.00	52,730.00	82.42
210 - ATTORNEY		123,800.00	109,230.36	84,098.01	110,750.00	75.93
215 - CLERK		128,944.00	119,210.60	96,030.35	163,630.00	58.69
226 - HUMAN RESOURCES		44,973.00	43,883.68	31,524.94	43,700.00	72.14
260 - FINANCE DEPT AND/OR ABA GENERAL		523,926.00	500,295.58	373,981.54	560,285.00	66.75
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		107,691.00	97,141.37	74,219.94	94,430.00	78.60
276 - CEMETERY		220,297.00	203,076.26	161,956.73	226,035.00	71.65
304 - CODE ENFORCEMENT		52,826.00	51,766.16	53,543.53	80,460.00	66.55
345 - PUBLIC SAFETY		2,133,549.00	2,056,849.81	1,712,388.04	2,157,061.00	79.39
422 - PLANNING & ZONING		212,241.00	238,862.72	168,694.39	151,035.00	111.69
442 - CITY MAINTENANCE		58,535.00	63,893.45	81,602.52	54,405.00	149.99
444 - TREE TRIMMING		82,671.00	71,361.55	53,885.79	66,125.00	81.49
447 - ENGINEERING		25,000.00	18,410.61	113,432.07	7,500.00	1,512.43
448 - STREET LIGHTING		150,000.00	146,942.72	90,134.02	142,500.00	63.25
526 - EPA LANDFILL		12,500.00	7,381.02	3,520.94	10,500.00	33.53
758 - ALBION RIVER/BIKE TRAIL		300,000.00	105,753.05	2,469.50	0.00	100.00
775 - PARKS		280,400.00	268,113.87	322,029.63	274,285.00	117.41
778 - HOLLAND PARK TRANSFORMATION PROJECT		38,500.00	20,747.90	15,976.00	0.00	100.00
895 - GENERAL APPROPRIATION		329,600.00	265,403.18	223,078.97	298,595.00	74.71
TOTAL EXPENDITURES		5,102,265.00	4,635,806.89	3,890,856.70	4,754,891.00	81.83
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		4,981,851.00	4,832,862.33	3,965,968.29	4,570,710.00	86.77
TOTAL EXPENDITURES		5,102,265.00	4,635,806.89	3,890,856.70	4,754,891.00	81.83
NET OF REVENUES & EXPENDITURES		(120,414.00)	197,055.44	75,111.59	(184,181.00)	40.78
BEG. FUND BALANCE		1,564,647.26	1,564,647.26	1,766,670.16	1,766,670.16	
FUND BALANCE ADJUSTMENTS			4,967.46			
END FUND BALANCE		1,444,233.26	1,766,670.16	1,841,781.75	1,582,489.16	

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION

PERIOD ENDING 09/30/2022

% Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021		2022		% BDGT USED
		AMENDED BUDGET	END BALANCE 12/31/2021 NORMAL (ABNORMAL)	YTD BALANCE 09/30/2022 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 202 - MAJOR STREETS FUND						
000 - GENERAL		889,537.00	882,989.41	527,299.43	916,150.00	57.56
486 - I-94 TRUNKLINE		15,664.00	17,349.52	0.00	17,500.00	0.00
487 - M-99 TRUNKLINE		28,077.00	33,950.64	0.00	30,000.00	0.00
488 - M-199 TRUNKLINE		14,891.00	17,195.97	0.00	15,000.00	0.00
TOTAL REVENUES		948,169.00	951,485.54	527,299.43	978,650.00	53.88
454 - ACT 51 NON-MOTORIZED		47,000.00	47,000.00	13,082.50	0.00	100.00
461 - MAINTENANCE		405,607.00	330,091.26	259,105.10	401,165.00	64.59
465 - TRAFFIC SERVICES		2,530.00	189.98	742.34	2,325.00	31.93
467 - WINTER MAINTENANCE		34,785.00	13,665.93	37,266.30	32,010.00	116.42
486 - I-94 TRUNKLINE		26,325.00	9,530.04	13,414.28	26,005.00	51.58
487 - M-99 TRUNKLINE		35,325.00	13,384.22	17,736.81	29,815.00	59.49
488 - M-199 TRUNKLINE		15,305.00	10,611.40	9,315.19	12,130.00	76.79
965 - TRANSFER OUT		653,000.00	653,000.00	0.00	278,000.00	0.00
TOTAL EXPENDITURES		1,219,877.00	1,077,472.83	350,662.52	781,450.00	44.87
Fund 202 - MAJOR STREETS FUND:						
TOTAL REVENUES		948,169.00	951,485.54	527,299.43	978,650.00	53.88
TOTAL EXPENDITURES		1,219,877.00	1,077,472.83	350,662.52	781,450.00	44.87
NET OF REVENUES & EXPENDITURES		(271,708.00)	(125,987.29)	176,636.91	197,200.00	89.57
BEG. FUND BALANCE		916,829.72	916,829.72	790,842.43	790,842.43	
END FUND BALANCE		645,121.72	790,842.43	967,479.34	988,042.43	

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION

PERIOD ENDING 09/30/2022

% Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021	END BALANCE	YTD BALANCE	2022	% BDGT USED
		AMENDED BUDGET	12/31/2021 NORMAL (ABNORMAL)	09/30/2022 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 203 - LOCAL STREETS FUND						
000 - GENERAL		294,395.00	295,990.95	171,312.28	306,350.00	55.92
930 - TRANSFER IN		150,000.00	150,000.00	0.00	275,000.00	0.00
TOTAL REVENUES		<u>444,395.00</u>	<u>445,990.95</u>	<u>171,312.28</u>	<u>581,350.00</u>	<u>29.47</u>
461 - MAINTENANCE		467,280.00	419,372.41	254,646.83	525,260.00	48.48
465 - TRAFFIC SERVICES		10,830.00	6,642.79	1,532.52	8,650.00	17.72
467 - WINTER MAINTENANCE		48,685.00	28,204.06	37,416.80	40,895.00	91.49
965 - TRANSFER OUT		103,000.00	103,000.00	0.00	3,000.00	0.00
TOTAL EXPENDITURES		<u>629,795.00</u>	<u>557,219.26</u>	<u>293,596.15</u>	<u>577,805.00</u>	<u>50.81</u>
Fund 203 - LOCAL STREETS FUND:						
TOTAL REVENUES		444,395.00	445,990.95	171,312.28	581,350.00	29.47
TOTAL EXPENDITURES		<u>629,795.00</u>	<u>557,219.26</u>	<u>293,596.15</u>	<u>577,805.00</u>	<u>50.81</u>
NET OF REVENUES & EXPENDITURES		(185,400.00)	(111,228.31)	(122,283.87)	3,545.00	3,449.47
BEG. FUND BALANCE		507,194.99	507,194.99	395,966.68	395,966.68	
END FUND BALANCE		321,794.99	395,966.68	273,682.81	399,511.68	

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GL NUMBER	DESCRIPTION	2021	END BALANCE	YTD BALANCE	2022	% BDGT USED
		AMENDED BUDGET	12/31/2021 NORMAL (ABNORMAL)	09/30/2022 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 208 - RECREATION FUND						
780 - RECREATION		204,956.00	205,054.00	197,548.44	207,900.00	95.02
TOTAL REVENUES		<u>204,956.00</u>	<u>205,054.00</u>	<u>197,548.44</u>	<u>207,900.00</u>	<u>95.02</u>
780 - RECREATION		138,624.00	148,620.52	171,284.94	157,645.00	108.65
TOTAL EXPENDITURES		<u>138,624.00</u>	<u>148,620.52</u>	<u>171,284.94</u>	<u>157,645.00</u>	<u>108.65</u>
Fund 208 - RECREATION FUND:						
TOTAL REVENUES		204,956.00	205,054.00	197,548.44	207,900.00	95.02
TOTAL EXPENDITURES		<u>138,624.00</u>	<u>148,620.52</u>	<u>171,284.94</u>	<u>157,645.00</u>	<u>108.65</u>
NET OF REVENUES & EXPENDITURES		66,332.00	56,433.48	26,263.50	50,255.00	52.26
BEG. FUND BALANCE		191,852.50	191,852.50	248,285.98	248,285.98	
END FUND BALANCE		258,184.50	248,285.98	274,549.48	298,540.98	

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GL NUMBER	DESCRIPTION	2021 AMENDED BUDGET	END BALANCE	YTD BALANCE	2022	% BDGT USED
			NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 226 - SOLID WASTE FUND						
000 - GENERAL		309,746.00	307,804.43	294,051.80	313,325.00	93.85
TOTAL REVENUES		309,746.00	307,804.43	294,051.80	313,325.00	93.85
523 - LEAF PICKUP		19,395.00	2,913.61	521.90	19,610.00	2.66
524 - TREE DUMP		15,960.00	11,365.90	11,654.24	15,805.00	73.74
528 - SOLID WASTE		182,827.00	159,744.71	98,339.94	186,715.00	52.67
965 - TRANSFER OUT		49,000.00	49,000.00	0.00	46,500.00	0.00
TOTAL EXPENDITURES		267,182.00	223,024.22	110,516.08	268,630.00	41.14
Fund 226 - SOLID WASTE FUND:						
TOTAL REVENUES		309,746.00	307,804.43	294,051.80	313,325.00	93.85
TOTAL EXPENDITURES		267,182.00	223,024.22	110,516.08	268,630.00	41.14
NET OF REVENUES & EXPENDITURES		42,564.00	84,780.21	183,535.72	44,695.00	410.64
BEG. FUND BALANCE		600,081.39	600,081.39	684,861.60	684,861.60	
END FUND BALANCE		642,645.39	684,861.60	868,397.32	729,556.60	

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% Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021		YTD BALANCE		2022	
		AMENDED BUDGET	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	ORIGINAL BUDGET	% BDGT USED
Fund 265 - DRUG LAW ENFORCEMENT FUND							
000 - GENERAL		438,302.00	438,353.78	2,412.23		1,500.00	160.82
400 - FED DRUG LAW ENFOR - REIMBUR		40,000.00	29,128.39	38,857.72		30,000.00	129.53
TOTAL REVENUES		<u>478,302.00</u>	<u>467,482.17</u>	<u>41,269.95</u>		<u>31,500.00</u>	<u>131.02</u>
333 - DRUG LAW ENFORCEMENT		96,580.00	9,412.97	51,725.72		51,300.00	100.83
400 - FED DRUG LAW ENFOR - REIMBUR		47,185.00	44,428.64	33,580.70		58,000.00	57.90
TOTAL EXPENDITURES		<u>143,765.00</u>	<u>53,841.61</u>	<u>85,306.42</u>		<u>109,300.00</u>	<u>78.05</u>
Fund 265 - DRUG LAW ENFORCEMENT FUND:							
TOTAL REVENUES		478,302.00	467,482.17	41,269.95		31,500.00	131.02
TOTAL EXPENDITURES		<u>143,765.00</u>	<u>53,841.61</u>	<u>85,306.42</u>		<u>109,300.00</u>	<u>78.05</u>
NET OF REVENUES & EXPENDITURES		334,537.00	413,640.56	(44,036.47)		(77,800.00)	56.60
BEG. FUND BALANCE		44,138.67	44,138.67	457,779.23		457,779.23	
END FUND BALANCE		378,675.67	457,779.23	413,742.76		379,979.23	

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% Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021	END BALANCE	YTD BALANCE	2022	% BDGT USED
		AMENDED BUDGET	12/31/2021 NORMAL (ABNORMAL)	09/30/2022 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 275 - ALBION BUILDING AUTHORITY FUND						
000 - GENERAL		3,336.00	3,069.13	5,236.50	3,050.00	171.69
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		1,512.00	1,512.00	1,134.00	2,000.00	56.70
271 - FIRE/AMBULANCE BUILDING		35,511.00	38,010.94	10,800.00	31,000.00	34.84
273 - 112 E ERIE ST		163,418.00	163,417.54	0.00	0.00	0.00
TOTAL REVENUES		203,777.00	206,009.61	17,170.50	36,050.00	47.63
260 - FINANCE DEPT AND/OR ABA GENERAL		6,950.00	6,075.96	4,781.25	7,075.00	67.58
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		3,150.00	2,145.26	10,853.35	2,265.00	479.18
271 - FIRE/AMBULANCE BUILDING		25,750.00	18,410.26	20,767.39	24,420.00	85.04
273 - 112 E ERIE ST		1,015.00	463.52	0.00	0.00	0.00
TOTAL EXPENDITURES		36,865.00	27,095.00	36,401.99	33,760.00	107.83
Fund 275 - ALBION BUILDING AUTHORITY FUND:						
TOTAL REVENUES		203,777.00	206,009.61	17,170.50	36,050.00	47.63
TOTAL EXPENDITURES		36,865.00	27,095.00	36,401.99	33,760.00	107.83
NET OF REVENUES & EXPENDITURES		166,912.00	178,914.61	(19,231.49)	2,290.00	839.80
BEG. FUND BALANCE		222,052.00	222,052.00	400,966.61	400,966.61	
END FUND BALANCE		388,964.00	400,966.61	381,735.12	403,256.61	

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GL NUMBER	DESCRIPTION	2021	END BALANCE	YTD BALANCE	2022	% BDGT USED
		AMENDED BUDGET	12/31/2021 NORMAL (ABNORMAL)	09/30/2022 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 277 - ABA SEC 8 MAPLE GROVE						
000 - GENERAL		491,958.00	508,395.36	388,381.47	502,000.00	77.37
TOTAL REVENUES		<u>491,958.00</u>	<u>508,395.36</u>	<u>388,381.47</u>	<u>502,000.00</u>	<u>77.37</u>
701 - ABA SEC 8 MAPLE GROVE		454,400.00	399,678.86	263,448.06	453,395.00	58.11
TOTAL EXPENDITURES		<u>454,400.00</u>	<u>399,678.86</u>	<u>263,448.06</u>	<u>453,395.00</u>	<u>58.11</u>
Fund 277 - ABA SEC 8 MAPLE GROVE:						
TOTAL REVENUES		491,958.00	508,395.36	388,381.47	502,000.00	77.37
TOTAL EXPENDITURES		<u>454,400.00</u>	<u>399,678.86</u>	<u>263,448.06</u>	<u>453,395.00</u>	<u>58.11</u>
NET OF REVENUES & EXPENDITURES		37,558.00	108,716.50	124,933.41	48,605.00	257.04
BEG. FUND BALANCE		393,380.12	393,380.12	502,096.62	502,096.62	
END FUND BALANCE		430,938.12	502,096.62	627,030.03	550,701.62	

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GL NUMBER	DESCRIPTION	2021	END BALANCE	YTD BALANCE	2022	% BDGT USED
		AMENDED BUDGET	12/31/2021 NORMAL (ABNORMAL)	09/30/2022 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 367 - SIDEWALK PROGRAM FUND						
000 - GENERAL		(335.00)	169.01	298.17	(450.00)	(66.26)
TOTAL REVENUES		(335.00)	169.01	298.17	(450.00)	(66.26)
443 - SIDEWALK PROGRAM		450,000.00	417,920.45	3,960.10	9,500.00	41.69
TOTAL EXPENDITURES		450,000.00	417,920.45	3,960.10	9,500.00	41.69
Fund 367 - SIDEWALK PROGRAM FUND:						
TOTAL REVENUES		(335.00)	169.01	298.17	(450.00)	66.26
TOTAL EXPENDITURES		450,000.00	417,920.45	3,960.10	9,500.00	41.69
NET OF REVENUES & EXPENDITURES		(450,335.00)	(417,751.44)	(3,661.93)	(9,950.00)	36.80
BEG. FUND BALANCE		460,598.07	460,598.07	42,846.63	42,846.63	
END FUND BALANCE		10,263.07	42,846.63	39,184.70	32,896.63	

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GL NUMBER	DESCRIPTION	2021	END BALANCE	YTD BALANCE	2022	% BDGT USED
		AMENDED BUDGET	12/31/2021 NORMAL (ABNORMAL)	09/30/2022 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 590 - SEWER FUND						
000 - GENERAL		1,490,687.00	1,644,576.21	1,235,289.18	1,510,350.00	81.79
TOTAL REVENUES		1,490,687.00	1,644,576.21	1,235,289.18	1,510,350.00	81.79
536 - SEWER UTILITY OPERATIONS		1,610,916.00	1,525,344.97	888,302.16	1,558,525.00	57.00
542 - WWTP ENERGY IMPROVEMENTS		8,600.00	10,074.69	6,577.92	8,250.00	79.73
906 - DEBT SERVICE - LOANS		1,700.00	1,309.37	884.04	1,700.00	52.00
965 - TRANSFER OUT		143,500.00	143,500.00	0.00	143,500.00	0.00
TOTAL EXPENDITURES		1,764,716.00	1,680,229.03	895,764.12	1,711,975.00	52.32
Fund 590 - SEWER FUND:						
TOTAL REVENUES		1,490,687.00	1,644,576.21	1,235,289.18	1,510,350.00	81.79
TOTAL EXPENDITURES		1,764,716.00	1,680,229.03	895,764.12	1,711,975.00	52.32
NET OF REVENUES & EXPENDITURES		(274,029.00)	(35,652.82)	339,525.06	(201,625.00)	168.39
BEG. FUND BALANCE		4,820,690.22	4,820,690.22	4,785,037.40	4,785,037.40	
END FUND BALANCE		4,546,661.22	4,785,037.40	5,124,562.46	4,583,412.40	

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GL NUMBER	DESCRIPTION	2021	END BALANCE	YTD BALANCE	2022	% BDGT USED
		AMENDED BUDGET	12/31/2021 NORMAL (ABNORMAL)	09/30/2022 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 591 - WATER FUND						
000 - GENERAL		952,793.00	1,081,706.33	761,534.95	956,200.00	79.64
TOTAL REVENUES		<u>952,793.00</u>	<u>1,081,706.33</u>	<u>761,534.95</u>	<u>956,200.00</u>	<u>79.64</u>
536 - WATER UTILITY OPERATIONS		1,264,959.00	1,220,871.60	806,264.00	1,276,300.00	63.17
906 - DEBT SERVICE - LOANS		4,000.00	3,277.48	2,278.66	3,000.00	75.96
965 - TRANSFER OUT		11,150.00	11,150.00	0.00	10,500.00	0.00
TOTAL EXPENDITURES		<u>1,280,109.00</u>	<u>1,235,299.08</u>	<u>808,542.66</u>	<u>1,289,800.00</u>	<u>62.69</u>
Fund 591 - WATER FUND:						
TOTAL REVENUES		952,793.00	1,081,706.33	761,534.95	956,200.00	79.64
TOTAL EXPENDITURES		<u>1,280,109.00</u>	<u>1,235,299.08</u>	<u>808,542.66</u>	<u>1,289,800.00</u>	<u>62.69</u>
NET OF REVENUES & EXPENDITURES		(327,316.00)	(153,592.75)	(47,007.71)	(333,600.00)	14.09
BEG. FUND BALANCE		5,342,134.64	5,342,134.64	5,188,541.89	5,188,541.89	
END FUND BALANCE		5,014,818.64	5,188,541.89	5,141,534.18	4,854,941.89	

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GL NUMBER	DESCRIPTION	2021	END BALANCE	YTD BALANCE	2022	% BDGT USED
		AMENDED BUDGET	12/31/2021 NORMAL (ABNORMAL)	09/30/2022 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 661 - EQUIPMENT POOL FUND						
000 - GENERAL		328,239.00	343,635.50	488,713.35	346,545.00	141.02
TOTAL REVENUES		<u>328,239.00</u>	<u>343,635.50</u>	<u>488,713.35</u>	<u>346,545.00</u>	<u>141.02</u>
770 - EQUIPMENT POOL		320,354.00	336,785.32	322,413.30	317,395.00	101.58
965 - TRANSFER OUT		17,400.00	17,400.00	0.00	17,400.00	0.00
TOTAL EXPENDITURES		<u>337,754.00</u>	<u>354,185.32</u>	<u>322,413.30</u>	<u>334,795.00</u>	<u>96.30</u>
Fund 661 - EQUIPMENT POOL FUND:						
TOTAL REVENUES		328,239.00	343,635.50	488,713.35	346,545.00	141.02
TOTAL EXPENDITURES		<u>337,754.00</u>	<u>354,185.32</u>	<u>322,413.30</u>	<u>334,795.00</u>	<u>96.30</u>
NET OF REVENUES & EXPENDITURES		(9,515.00)	(10,549.82)	166,300.05	11,750.00	1,415.32
BEG. FUND BALANCE		149,208.88	149,208.88	138,659.06	138,659.06	
END FUND BALANCE		139,693.88	138,659.06	304,959.11	150,409.06	
TOTAL REVENUES - ALL FUNDS		10,834,538.00	10,995,171.44	8,088,837.81	10,034,130.00	80.61
TOTAL EXPENDITURES - ALL FUNDS		<u>11,825,352.00</u>	<u>10,810,393.07</u>	<u>7,232,753.04</u>	<u>10,482,946.00</u>	<u>69.00</u>
NET OF REVENUES & EXPENDITURES		(990,814.00)	184,778.37	856,084.77	(448,816.00)	190.74
BEG. FUND BALANCE - ALL FUNDS		15,212,808.46	15,212,808.46	15,402,554.29	15,402,554.29	
FUND BALANCE ADJ - ALL FUNDS			4,967.46			
END FUND BALANCE - ALL FUNDS		14,221,994.46	15,402,554.29	16,258,639.06	14,953,738.29	