



# CITY OF ALBION CITY COUNCIL MEETING AGENDA

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

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

## COUNCIL-MANAGER GOVERNMENT

Council members and  
other officials normally in  
attendance.

## AGENDA

### COUNCIL MEETING Monday, November 19, 2018

7:00 P.M.

**Garrett Brown**  
Mayor

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

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

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

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

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

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

**LaTonya Rufus**  
City Manager

**The Harkness Law Firm**  
Atty Cullen Harkness

**Jill Domingo**  
City Clerk

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

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

## PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. PRESENTATIONS
- VI. PUBLIC HEARING
- VII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- VIII. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
  - A. Request Approval 2<sup>nd</sup> Reading and Adoption of Ordinance #2018-08, Code of Ethics
  - B. Request Approval of Resolution # 2018-27, Review of Financial Qualifications of Candidates for Elective Office
  - C. Request Approval of City Manager Contract Amendment Relative to Moving Expense
  - D. Request Approval Attorney Fees for Council Rules Review
  - E. Request Approval Project Rising Tide Fellow Agreement
  - F. Request Approval Resolution 2018-28, A Resolution to Approve the Development Project Agreement with Michigan Department of Natural Resources and the City of Albion for Albion River Trail Expansion Project



# **CITY OF ALBION**

## **CITY COUNCIL MEETING AGENDA**

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- G. Request Approval 2019 Meeting Dates
- H. Discussion/Approval of Setting Initial City Manager Goals
- X. Future Agenda Items
- XI. Motion to Excuse Absent Council Member(s)
- XII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required).
- XIII. CITY MANAGER REPORT
- XIV. MAYOR AND COUNCIL MEMBER COMMENTS
- XV. ADJOURN

## CITY OF ALBION ORDINANCE 2018-08

### AN ORDINANCE TO PROVIDE A CODE OF ETHICS FOR THE CITY COUNCIL AND TO CREATE SECTION 1-28 OF THE ALBION CODE OF ORDINANCES

FINDINGS AND PURPOSE: The Albion City Council recognizes that the citizens of Albion are entitled to have fair, ethical, and accountable local government that has earned the public's full confidence for integrity. The Albion City Council further recognizes that the effective functioning of democratic government requires that public officials comply with all aspects of the law affecting the operations of government, be impartial and fair in their judgment and actions, use the public office for public good, and conduct process openly in an atmosphere of respect and civility. To that end, it is recommended that the City of Albion adopted the following ethics ordinance.

THAT THE CODE OF ORDINANCES, CITY OF ALBION, MICHIGAN, IS HEREBY AMENDED BY ADDING SECTION 1-28, WHICH READS AS FOLLOWS:

Section 1:

CHAPTER 1, SECTION 1-28: ETHICS

1-28:

- A. **Acting in the Public Interest**: Members of the City Council will work for the common good of the people of Albion and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims, and transactions coming before the Albion City Council.
- B. **Compliance with the Law**: Members of the City Council shall comply with the laws of the United States, the State of Michigan, and the City of Albion in the performance of their public duties.
- C. **Respect for Process**: The City Council shall perform their duties in accordance with the processes and rules of order established by the City Council which govern the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by the City Staff.
- D. **Preparation for Public Meetings**: Members of the City Council shall prepare themselves for council meetings and public issues.
- E. **Full Disclosure**: A City Council member, in the performance of their public duties, shall not act upon any matter in which they have a direct or indirect financial interest, or where they have a legal or fiduciary duty to another

organization or entity or personal relationship that may give the appearance of a conflict of interest, without disclosing the full nature and extent of the interest to the other members of the City Council at a public meeting. Such disclosure shall be made before the time to perform their duty.

- F. **Confidential Information**: City Council members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither divulge to an unauthorized person confidential information acquired in the course of their duties in advance of the time prescribed for its authorized release to the public without proper legal authorization, no use such information to advance their personal, financial or other private interests.
- G. **Public Resources**: Public resources, including city staff time, equipment, supplies, and facilities, not available to the public in general shall on be used for the benefit of the public and not for a council member's personal or private use.
- H. **Representation of Private Interests**: A City Council member shall represent the official policies or positions of the City Council to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, City Council members shall neither state nor imply that they represent the opinions or positions of the City Council of the City of Albion.
- I. **Policy Role of Council**: Members of the City Council shall respect and adhere to the Council-manager City of Albion form of government as provided in the City of Albion Charter. Members of the City Council shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of stall to implement City Council policy decisions.
- J. **Independence of Boards and Commissions**: Members of the City council shall, except when the council member is a member of the subordinate public body, limit their participation in the proceedings of subordinate boards, committees, and commissions to the communication of requested information and providing factual information relevant to the discussion at hand and shall not otherwise attempt to unduly influence the deliberations or outcomes of the proceedings.
- K. **Positive Workplace**: Under no circumstances shall a member of the City Council, either in public or private, intimidate, humiliate, or otherwise abuse a City employee.
- L. **Continuing Training**: A biennial workshop shall be held after the general election in every odd numbered year not later than 60 days after the general



election for training to be provided by the city attorney, the Michigan Municipal League or similar entity, or any other entity or group retained by the city regarding the role and duties of the council members and the requirements of this ordinance. Unless excused by a majority vote of the remaining council member, all council members shall attend this workshop, or a make-up session as soon as may be practicably scheduled.

M. **Affirmation**: At the first meeting immediately following a general election, newly elected council members and the mayor shall sign an affirmation shall sign a statement affirming that they have read and understood this ordinance. In the event of the appointment of councilperson or mayor to a partial term, said affirmation shall be signed at the next regularly scheduled meeting of the council.

N. **Enforcement and Penalties**: All City Councilmembers and the Mayor shall have the primary responsibility to assure that they understand and meet the standards set forth in this ordinance and that the public can continue to have full confidence in the integrity of government. The disciplinary procedure shall be as follows:

- i. A councilmember shall intervene when the council member learns of actions of another council member that appear in violation of this ordinance. Upon acquiring reasonable suspicion of a violation of this ordinance, a council member may request that the mayor meet personally with the council member to notify them of the suspected misconduct and attempt to resolve the issue. In the event the Mayor is suspected of violating this ordinance, said meeting may be held with any two members of council.
- ii. In the event the meeting as described in subsection (N)(i) does not satisfactorily resolve the issue, or in the event the suspected council member has repeatedly violated this ordinance, or if the violation is viewed to be especially serious, any three council members may call for a public hearing before council to determine whether the alleged violation has occurred, and if so, what sanctions, if any should be imposed. Said public hearing shall occur within 30 days of the date of the alleged violation.
- iii. If it has been determined to hold a public hearing as provided in subsection (N)(ii), all council members shall be provided with a written summary of the facts giving rise to the alleged violation at least 10 days prior to the public hearing.
- iv. City staff required to participate in the public hearing, including but not limited to the city attorney and city clerk, shall not be

subject to any discipline, sanction, or any other adverse action whatsoever as a result of the performance of their duties as required by this ordinance.

- v. The mayor, or if the mayor is the subject of the alleged violation, the mayor pro tem, shall preside over the public hearing.
- vi. The presiding council member may determine whether the evidence presented against the council member, or in defense of the council member, is relevant to the allegation(s) against the council member and may preclude its consideration. The presiding council member shall seek guidance from the city attorney regarding hearing procedural and evidentiary issues.
- vii. Witnesses shall be sworn by the city clerk or the clerk's designee is the designee is legally authorized to administer oaths.
- viii. The council as a body, and the accused council member, may each be entitled to have an attorney present at the hearing for consultation. However, there shall be no right for attorneys to make opening or closing statements, questions witnesses, present evidence, or offer arguments.
- ix. The rules of evidence and civil procedure shall not apply to public hearings held under this ordinance.
- x. Any member of council may ask questions of witnesses.
- xi. The accused council member may present witnesses in their defense after the presiding council member has presented all evidence supporting a violation. The accused council member shall be provided 10 minutes to provide closing comments at the conclusion of evidence.
- xii. At the conclusion of the presentation of evidence or the closing comments of the accused council member, whichever is later, council members, excluding the accused council member, shall vote to determine whether or not there is a violation by a 3/5 vote.
- xiii. The council may impose sanctions on a council member who violates this article. After a majority vote finding a violation of this article, a second majority vote shall determine what sanctions, if any, shall be imposed.

- xiv. Sanctions may include reprimand, formal censure, a civil fine, loss of committee assignment, restrictions on budget or travel, and a request to the governor for removal from office in the manner and for the causes provided by law.
- xv. Sanctions shall be imposed based upon the perceived severity level of the violation, with the following guidance:
  - 1. For a level 1 violation, penalty options include a verbal reprimand, a civil fine not to exceed \$100.00, or an additional and/or greater sanction as may be determined by a majority vote of council. A violation of the following subsections of section 1-28 shall minimally result in a level 1 violation: A, C, D, E, K, or L;
  - 2. For a Level 2 violation, penalty options shall include censure, which shall be defined as a formal council resolution for specified conduct, a civil fine not to exceed \$300.00 and/or a greater sanction as may be determined appropriate by the majority of council. A violation of the following subsections of section 1-28 shall minimally result in a level 2 violation: B, F, G, H, I, J;
  - 3. For a level 3 violation, the penalty options shall include censure, a civil fine not to exceed \$500.00, and/or a request to the governor for removal. A third level 1 violation, or a second level 2 violation within 6 months of a prior violation found by the council.

O. **Appellate Review**. If ordered to pay a civil penalty, an appeal may be taken in the form of a trial de novo in the 10<sup>th</sup> District Court for the County of Calhoun, which shall hear the case in accordance with the Michigan Court Rules. This appeal must be taken within 21 days of the decision by the City Council. If a council member is disciplined or removed from office that council member may seek any other available remedies which exists at law or in equity.

Section 2: Validity and Severability. The provisions of this Ordinance are severable and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

This Ordinance shall take effect December 14, 2018 after publication.

First Reading:  
October 15, 2018

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

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

Second Reading & Adoption:  
November 19, 2018

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

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

## RESOLUTION #2018-27

### TO PROVIDE FOR REVIEW OF FINANCIAL QUALIFICATIONS OF CANDIDATES FOR ELECTIVE OFFICE

**Purpose and Finding:** Pursuant to the Michigan Home Rule City Act, MCL 117.5(f), the City is prohibited from giving an official position to anyone in default to the city. Additionally, the Albion City Charter provides in section 4.3 that an individual is ineligible for city office if that individual is in default to the City. As part of the City of Albion's screening process when an individual is elected to City office, the City of Albion reviews the candidate's income taxes, property taxes, and utility billing to determine whether they are in default to the city. In the past, this evaluation has occurred after the election. In the interests of providing full information to both the City and the candidates, and to avoid the possibility of ineligible individuals from being elected to office, it is recommended that the financial screening process occur after the City receives valid nominating petitions from the candidates.

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

**RESOLVED**, that the City of Albion shall conduct a financial review of each candidate, who submits valid nominating petitions as required by law, within fourteen (14) days of the receipt of those nominating petitions. The City shall provide written notice of the results of the review to each candidate at their last known address.

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

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Absent \_\_\_\_\_

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



# CITY OF ALBION

## CITY MANAGER'S OFFICE

112 West Cass Street ♦ Albion, MI 49224

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COUNCIL-MANAGER  
GOVERNMENT

**Garrett Brown**  
*Mayor*

November 13, 2018

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

Mayor Garrett Brown  
City Council

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

Re: Extension for Moving Expenses

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

Due to the several conditions beyond my control, I am requesting an extension from 45 days to 90 days to forward all moving expenses receipts and request that any additional costs above the approved \$6,500.00 be reimbursed.

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

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

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

**LaTonya Rufus**  
*City Manager*

**The Harkness Law Firm**  
*Atty Cullen Harkness*

**Jill Domingo**  
*City Clerk*

# The Community Economic Development Association of Michigan (CEDAM)

## AGREEMENT FOR PROFESSIONAL SERVICES

For

Hosting a Community Development Fellow for Project Rising Tide in Albion

### *Memorandum of Understanding*

THIS AGREEMENT, made and entered into as of the 15<sup>th</sup> day of November, 2018, by and between CEDAM (Client), represented by Jamie Schriner; and LaTonya Rufus (hereinafter referred to as the "Community.")

### WITNESSETH THAT

The aforementioned parties mutually agree as follows:

1. That the Community shall, in a satisfactory and proper manner as determined by CEDAM, perform any of the duties enumerated on the attached **Exhibit I**, with specific duties to be mutually determined on a monthly basis between the Client and the Community.

2. This Agreement shall cover work performed by the Community during the approximately fifteen month period: **October 1, 2018 – December 31, 2019.**

3. The Client, as represented by Jamie Schriner, shall supervise the Community during the performance of this contract with respect to the managerial responsibilities, services and deliverables as defined herein and has authority to execute this contract and/or its written modifications or additions with pre-approval from all parties.

4. Contract Price and Payment.

a. The total amount to be paid by CEDAM to the Community under this Agreement shall not exceed \$2,000. The Community shall bill once upon execution of the MOU.\*

b. All incidental expenses shall be the responsibility of the Community, including mileage reimbursement, parking, conference calling and other expenses related to performance of contract duties.

\*Note: These are budget amounts only and they may be changed by mutual agreement of the Client and the Community but these changes will not affect the total amount of the contract unless amended by mutual agreement of the Client and the Community.

c. Payment will be made in one installment(s) upon presentation of invoice submitted upon execution of MOU.

- (1) Time period the invoice covers.
- (2) Specific services performed within the billing period.
- (3) Number and amount of current invoice.
- (4) Balance remaining on contract.
- (5) Community's address and contact information.

d. CEDAM will render payments within 30 business days of receipt of invoice.

5. The Community shall maintain such records as are deemed necessary by CEDAM to assure proper account for all engagement costs. These records will be made available for audit purposes to CEDAM and the Auditor General of the State of Michigan, or any authorized representative, and will be retained for three years after the expiration of the Agreement unless permission to destroy them is granted by both CEDAM and the State of Michigan.



6. Nondiscrimination. In connection to this agreement, Community shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Acts, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. Community further agrees that every subcontract entered into in connection with this Agreement will contain a provision requiring nondiscrimination in employment, as required in this Agreement, binding upon each subcontractor.

Pursuant to 1980 PA 278 (the "Act"), MCL 423.321 *et seq.*, the Client shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Community, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, Client may void this Agreement if, after the Starting Date, the name of the Community as an employer or the name of the subcontractor, manufacturer or supplier of the Community appears on the register.

A breach of this Paragraph constitutes a material breach of this Agreement.

7. In the event the Community fails to perform services pursuant to this agreement to the satisfaction of the Client, the Client shall notify the Community of specific concerns to be remedied by the Community within 10 business days from the date of notification. After the 10 days have expired, the Client may terminate the contract with written notification to the Community if the Community does not remedy the outlined concerns to the satisfaction of the Client, or the Client shall provide the Community with a letter stating that the items have been remedied to the satisfaction of the Client. Termination of this agreement is the only remedy that may be pursued if the Client is not fully satisfied with the work of the Community.

8. The Community hereby represents that the personnel it will assign to perform the services under this contract will be only Host Community Point Person and that she or he possesses the requisite education, competence and experience to perform such services. The Community further acknowledges and agrees that such personnel may be subject to the evaluation and approval of CEDAM, which shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the services identified in the attached exhibit of this contract. The Community is acting as an independent agent and is not an employee of the Client. The Community is responsible for the payment of income taxes and for carrying insurance.

9. Confidential Information. Each party hereto shall hold in trust for the other party hereto, and shall not disclose to any non-party to the Agreement, any confidential information of such other party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming.

Community hereby acknowledges that during the performance of this contract, the Community may learn or receive confidential Client information and therefore Community hereby confirms that all such information relating to the client's business, or the business of CEDAM members, will be kept confidential by the Community, except to the extent that such information is required to be divulged to the Community's clerical or support staff or associates in order to enable Community to perform Community's contact obligation.

10. Complete Agreement. This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Community by any of its employees or agents, or contained in any sales materials or



brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

11. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

12. The work product of the Community belongs to CEDAM.

13. This Agreement may be terminated with 30 day written notice at any time either by the Client, as represented by Jamie Schriener or the Community, as represented by LaTonya Rufus. However, the Community shall be compensated hereunder for services satisfactorily performed prior to the date of termination.

14. The Community is required to show evidence of insurability and/or carrying coverage including general liability, business liability, worker's compensation, unemployment, and/or auto, as applicable.

**IN WITNESS WHEREOF**, CEDAM and the Community have executed this Agreement as of the date first above written.

**COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION OF MICHIGAN**

\_\_\_\_\_  
Jamie Schriener, Executive Director

\_\_\_\_\_  
Date

**COMMUNITY**

\_\_\_\_\_  
LaTonya Rufus, City Manager of Albion

\_\_\_\_\_  
Date

**Primary Community Contact Information**

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## EXHIBIT I

### Scope of Work

1. The Community Economic Development Association of Michigan will:
    - a. Work collaboratively with Rising Tide communities to:
      - i. Develop fellow recruitment materials and applications
      - ii. Ensure that appropriate and qualified candidates are placed in communities
      - iii. Oversee development of fellowship training materials
      - iv. Provide guidance and support to fellows, as well as address issues that may arise with fellow's own individual participation in the program
      - v. Implement an evaluation plan congruent with the objectives outlined in grant
      - vi. Monitor systems for tracking outcomes and impacts of Rising Tide fellow activities and ensure contract compliance
      - vii. Coordinate feedback process for both Rising Tide communities and fellows
    - b. Develop public relation strategies for highlighting Rising Tide Fellowship success
    - c. Monitor program and grant budgets and ensure that fellows are meeting program goals
    - d. Administer fellow compensation, including funding for travel and professional development required by CEDAM.
  2. The PRT host community will:
    - a. Identify a point person who will serve as a local supervisor and mentor for the fellow and as a liaison for CEDAM.
    - b. Recruit, screen and interview fellow candidates October 1 – November 9, 2018. Submit final selection to CEDAM by November 9, 2018. CEDAM will assist with candidate recruitment, participate in final in-person interviews and approve final selection.
    - c. Introduce the fellow to community stakeholders critical to advancing the goals of the community Action Strategies and fellow work plan.
    - d. If available, provide adequate working space in a local office.
    - e. Schedule bi-weekly meetings with the fellow to discuss progress towards work plan goals and offer guidance on advancing the community Action Strategies.
    - f. Document any performance or behavior issues and immediately report them to CEDAM.
  3. Joint Responsibilities
- Both parties to the Memorandum of Understanding shall:
- a. Make every reasonable effort to ensure that the health and safety of the PRT fellows are protected during the performance of their assigned duties. Neither the host community nor the CEDAM shall assign or require fellows to perform duties which would jeopardize their safety or cause them to sustain injuries.
  - b. Ensure that persons selected as PRT fellows are not related by blood or marriage to host community staff, CEDAM staff, officers or members of CEDAM's board.
  - c. Contribute to a positive fellowship experience.

- d. Utilize mediation for conflicts, if necessary.

#### 4. Non-Discrimination & Sexual Harassment

- a. No person with responsibilities in the operation of the project shall discriminate against any PRT fellow, member of the staff or beneficiary of the project with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, gender, height, weight, political affiliation, marital or parental status, military service, physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position.
- b. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. CEDAM and the host community are responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
  - i. Acts of "quid pro quo," sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether CEDAM or the host community, their agents or supervisory employees should have known of the acts.
  - ii. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive work environment.
  - iii. Acts of sexual harassment toward fellow PRT fellows or non-employees, where CEDAM or host community, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.



RESOLUTION 2018-28

A RESOLUTION TO APPROVE THE DEVELOPMENT PROJECT AGREEMENT WITH  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF ALBION  
FOR ALBION RIVER TRAIL EXPANSION PROJECT

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_,  
the following Resolution was adopted:

“RESOLVED, that the City of Albion, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Albion does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Eighty-Five Thousand (\$85,000) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN )

)SS

COUNTY OF CALHOUN )

I, Jill Domingo, Clerk of the Albion, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Albion City Council at a meeting held November 19, 2018.

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Date



Michigan Department of Natural Resources - Grants Management

## Michigan Natural Resources Trust Fund Development Project Agreement

**Project Number : TF17-0188**

**Project Title : Albion River Trail Expansion**

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the City of Albion IN THE COUNTY OF Calhoun County ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA **165 of 2018**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **08/04/2018**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF17-0188** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is **06/05/2018 through 06/30/2020**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.  
Trail 6' wide or more
6. The DEPARTMENT agrees as follows:
  - a. To grant to the GRANTEE a sum of money equal to **Seventy-Five (75%) Percent of Three Hundred Forty Thousand (\$340,000.00) dollars and Zero Cents**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred Fifty Five Thousand (\$255,000.00) dollars and Zero Cents**.
  - b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and



expenses incurred as follows:

- i. Payments will be made on a reimbursement basis at **Seventy-Five (75%) Percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Eighty Five Thousand (\$85,000.00) dollars and Zero Cents** in local match. This sum represents **Twenty-Five(25%) Percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value

equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

- iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
  - vii. Bury all new telephone and electrical wiring within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
  - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
  - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other



information the DEPARTMENT might reasonably require.

- i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
  - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, **2018** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
  - a. Submit a written progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
  - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **09/30/2020**. If the GRANTEE fails to submit a complete final request for reimbursement by **09/30/2020**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.



11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory

public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;  
or
  - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of



response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Require specific performance of the Agreement.

29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution \_\_\_\_\_ at a regularly scheduled meeting on  
November 19, 2018 of the City of Albion's City Council.

GRANTEE

SIGNED:

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

Print Name: LaTonya Rufus

Title: City Manager

Date: \_\_\_\_\_

Grantee's Federal ID# 38-6004655

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

SIGNED:

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

Dan Lord

Title: Manager, Grants Management

Date: \_\_\_\_\_





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES  
LANSING



KEITH CREAGH  
DIRECTOR

April 13, 2018

City of Albion

Dear Grantee:

SUBJECT: TF17-0188, Albion River Trail Expansion

Congratulations! On behalf of Director Keith Creagh, Department of Natural Resources (DNR), I am writing to inform you that your application noted above has been recommended for approval to receive a Michigan Natural Resources Trust Fund (MNRTF) development grant in the amount of **\$255,000**.

The MNRTF program provides funding assistance for local units of government and DNR outdoor recreation needs, including land acquisition and development of outdoor recreation facilities. The recommendation to fund your project was made by the MNRTF Board of Trustees.

**In the 2017 application cycle**, a total of 165 applications were evaluated under this program totaling \$67.6 million in requests, and on December 6, 2017, the MNRTF Board of Trustees recommended funding \$21.3 million in land acquisition projects and \$19 million in recreation development projects.

At the April 11, 2018 meeting of the MNRTF Board, the Board recommended funding of several additional projects (including yours) from the 2017 list of eligible projects. This action by the Board is still within the 2017 cycle as the recommended projects have yet to be appropriated by the Legislature. Since the December 6, 2017 Board meeting, several previous grants were completed under budget as well as a number being withdrawn for various reasons resulting in available funding for additional project recommendations within the 2017 cycle.

A number of additional steps need to be taken before the DNR can offer you a grant for your project, including: 1) the DNR must receive legislative and Governor approval and an appropriation of funds for these projects; and 2) you will need to enter into an agreement with the DNR.

When funds become available to the DNR, Grants Management will contact you again with information on receiving your project agreement. You can begin your project as soon as this agreement is executed. **You may not make any commitments toward starting this project or begin incurring project costs, except as outlined in the attached guidance, until an agreement between the grantee and the DNR is executed.**

Page 2  
April 13, 2018

Refer to the enclosed guidance outlining the steps you should be taking at this time to help ensure timely project completion. Even if you have received a MNRTF grant in recent years, you should read this document carefully since it provides updated information on project procedures.

NOTE: If you have applied in 2018 for a recreation grant for a project that is the same or substantially similar to the project noted above, you will need to work with your MDNR Grant Coordinator to take action in the MiRecGrants system to withdraw the 2018 application.

Once again, congratulations on a successful grant application and we look forward to working with you to complete this important recreation project.

If you have any questions regarding your project or the MNRTF program, please contact Mr. Jon Mayes, MNRTF Program Manager, Grants Management, at 517-284-5954, or email [mayesj@michigan.gov](mailto:mayesj@michigan.gov), or you may contact me. Our mailing address is: **Grants Management, Department of Natural Resources, P.O. Box 30425, Lansing, MI 48909-7925.**

Sincerely,



Dan Lord, Manager  
Grants Management  
517-290-5603  
[lordd1@michigan.gov](mailto:lordd1@michigan.gov)

Enclosure

cc: Mr. Mark Hoffman, Chief Administrative Officer, DNR  
Ms. Sharon M. Schafer, DNR  
Mr. Jon Mayes, DNR

**Michigan Natural Resources Trust Fund Application 2017**  
**Organization: City of Albion**  
**Section A: Applicant Site and Project Information: Albion North Trail**

TF17-0188

Is the application for site development <u>or</u> land acquisition? <input checked="" type="checkbox"/> Development Acquisition			
*Name of Applicant (Government Unit) City of Albion		*Federal ID Number 38-6004655	*County Calhoun County
*Name of Authorized Representative Sheryl Mitchell		*Title City Manager	
*Address 112 W. Cass Street		*Telephone (517) 629-7172	
		Fax	
*City Albion	*State MI	*ZIP 49224	*E-mail smitchell@cityofalbionmi.gov
*State House District District 62		*State Senate District District 19	*U.S. Congress District District 3

\*Proposal Title (Not to exceed 60 characters)  
 Albion River Trail Expansion Project II

**\*Proposal Description**

Albion, Michigan is located at a "hub" for three major recreational trails in the state: The Iron Belle Trail, the Great Lake-to-Lake Trail, and the North Country National Scenic Trail. Albion built its first trail in 2007, the Albion River Trail in the heart of Albion along the Kalamazoo River. In the summer of 2017 it will be extending that trail through Albion College, connecting it with Victory Park. This proposed section of trail will add to the Albion River Trail system on the west side of town, going north on Albion St., then west along Michigan Avenue to 27-mile road. This project is part of a larger push by the Calhoun County Trailway Alliance, the Michigan Trails and Greenways Alliance, MDNR and many others to fill the gaps that exist along the trail systems. Previous MNRTF support resulted in the connection of trails from Battle Creek to Historic Bridge Park in Calhoun County. This project is part of a larger plan to complete these regional trails.

*Address of Site 400 North Albion St. (approximate)	*City, Village or Township of Site Albion	*Zip 49224
*County in which Site is located Calhoun	*Town, Range and Section Numbers of Site Location <i>Letters must be upper-case</i> <i>(examples: T02N, R13E, 22)</i> (Town) T02S (Range)R04W (Section)34	*Latitude/Longitude at park entrance 42.250281 84.759414
*Park Name Albion North Trail		



Michigan Natural Resources Trust Fund Application 2017  
 Organization: City of Albion  
 Section B: Project Funding and Explanation of Match Sources

TF17-0188

SOURCES OF MATCHING FUNDS

PROJECT COST AMOUNTS

\*Grant amount requested (round to the nearest hundred dollars) \$255,000.00

Total Match \$85,000.00

Total Project Cost \$340,000.00

Percentage of match commitment (Must be at least 25% of total project cost) 25%

- a) General Funds or Local Restricted Funds (Applicant's own cash)
- b) Force Account Labor/Materials (Applicant's own paid labor or materials)
- c) Federal or State Funds

*You have entered a value for item c). Please provide the information below for each federal or state program from which matching funds will be provided. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND RECREATIONAL TRAILS PROGRAM (RTP) ARE THE ONLY FEDERAL FUNDS THAT CAN BE USED AS MATCH:*

* (1) Program Name	*Administering Agency	
*Contact Name for Administering Agency	*Telephone	*Amount

\*Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

\*Is documentation containing the scope of work and budget for the other grant funds included with application?  
 Yes No

\*Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?  
 Yes No

Check to add program information for additional State or Federal funds that will be used as Match.

Michigan Natural Resources Trust Fund Application 2017  
 Organization: City of Albion  
 Section B: Project Funding and Explanation of Match Sources

TF17-0188

(2) Program Name	Administering Agency	
Contact Name for Administering Agency	Telephone	Amount

Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

Is documentation containing the scope of work and budget for the other grant funds included with application?  
 Yes No

Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?  
 Yes No

Check to add program information for additional State or Federal funds that will be used as Match.

(3) Program Name	Administering Agency	
Contact Name for Administering Agency	Telephone	Amount

Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

Is documentation containing the scope of work and budget for the other grant funds included with application?  
 Yes No

Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?  
 Yes No

d) Cash Donations

\$85,000.00

TF17-0188

*You have entered a value for item d). Please list the individual sources and the amounts to be donated below.*

SOURCE	AMOUNT
Battle Creek Community Foundation	\$85,000.00
Total	\$85,000.00

\*Is a letter of intent from each donor included with the application?  
 ✓ Yes No

e) Donated Labor and/or Materials

*You have entered a value for item e). Please include each item to be donated, the source, dollar value, and how the dollar value was determined.*

ITEM	SOURCE	DOLLAR VALUE	VALUATION METHOD
*			
<i>Total</i>		\$0	

\*Is a letter of intent from each donor included with application?  
Yes No

f) Donated Land Value (acquisition applications only)

*You have entered a value for item f). Please describe how the value of the land donation was determined.*

Is a letter from the landowner committing to the donation of a portion of fair market value and any conditions placed upon their commitment included with application?  
Yes No

## Michigan Natural Resources Trust Fund Application 2017

Organization: City of Albion

TF17-0188

## Section C2: Project Details

## Development Applications ONLY

## Applicant's current control of the site:

Fee Simple

Lease

✓ Easement

Other (describe)

Age of Park 132 Years

Acres 3

## Project Cost Estimate Table

<u>SCOPE ITEM</u>	<u>IS SCOPE ITEM</u> <u>OF UNIVERSAL DESIGN?</u>	<u>QUANTITY</u>	<u>TOTAL ESTIMATED</u> <u>COST</u>
Access Pathway 6' wide or more	No ✓ Yes	5,751 LF	\$296,600.00

(New rows will appear as rows are completed and Saved)

Other:  No Yes

--	--

Do not list the aspects of project execution, such as labor, construction equipment, contingency or raw materials. (New rows will appear as rows are completed and Saved)

## Permit Fees

MNRTF Sign

Subtotal

\$296,600.00

Engineering (These fees may not exceed 15% of subtotal)

\$43,400.00

Total Estimated Cost (Must equal Total Project Cost amount on  
Section B page.)

\$340,000.00

Michigan Natural Resources Trust Fund Application 2017

Organization: City of Albion

TF17-0188

Section D: Justification of Need

- \*1) If you are submitting multiple acquisition or development applications, what is the priority for this application? (1 = highest) 1
- \*2) What page(s) of your recreation plan is the need for the proposed project discussed? From: 34 To: 34  
*If proposed project is on only one page, please enter the page number in both boxes*
- \*3) What was the date(s) of public meeting to discuss submission of the grant application? 3/20/2017  
Additional dates: 03/06/2017
- \*4) Did you gather public input from individuals with disabilities, their families, or advocates? No ☒ Yes
- \*5) Are you the primary provider of recreation services to any surrounding communities, as documented in your recreation plan? ☒ No Yes  
List Communities:
- \*6) Was the application developed through collaboration with adjacent communities or school districts? No ☒ Yes



Section F: Site Conditions

- \*10) Has the landowner been notified about any current violations of environmental laws pertaining to activities on the property or does applicant, landowner, or others have knowledge about past violations? ☒
- \*11) Has the landowner been notified of any environmental assessments of the property that identified a) the presence of hazardous substances, petroleum products, or contamination; or b) the need for further assessment? ☒
- \*12) Does the applicant, landowner, or others have knowledge that any hazardous substances, unidentified waste materials, tires, or automotive or industrial batteries have been dumped above ground, buried, or burned on the property? ☒
- \*13) Is the property listed on any federal or state list of contaminated sites, including the site of a leaking underground storage tank? ☒
- \*14) Does the applicant, landowner, or others have knowledge that any of the adjoining properties are currently being used or have been used in the past for the purposes listed in the previous questions 1-13? ☒
- \*15) Has an environmental assessment been completed for the site?  
If yes, provide the most current on the Required Attachments page. ☒ NO ☒ YES ☐ UNKNOWN
- \*16) Are permits required for the development of the site?  
If yes, please complete the following table:

TYPE OF PERMIT	PERMITTING AGENCY	EFFORTS TAKEN TO OBTAIN PERMIT OR DETERMINING PERMIT REQUIREMENTS
Soil Erosion	Calhoun County	N/A

If 'Yes' or 'Unknown' was selected for any of the questions on this page, please explain here:  
At this time, only a county soil erosion and sedimentation control permit is expected to be required. No wetland or sensitive areas will be disturbed during construction.

Michigan Natural Resources Trust Fund Application 2017  
 Organization: City of Albion  
 Section G: Natural Features of The Project Site

TF17-0188

To the best of your knowledge, does the project site include:

\*Great Lakes shoreline or Great Lakes connecting water frontage? ✓ No Yes

If yes, name of Great Lake or Great Lakes connecting water:

How many linear feet of shoreline or frontage?

\*Inland lake frontage? ✓ No Yes

If yes, name of water body:

What is the size of the total water body in acres?

How many linear feet of frontage are on site?

\*River and/or tributary frontage? ✓ No Yes

If yes, name of water body:

How many linear feet of frontage?

Is the river or tributary a state natural river or a federally dedicated wild and scenic river? No Yes

\*Wetland acreage or frontage? ✓ No Yes

If yes, please list the number of acres of the type(s) of wetland(s) on site:

Marsh

Bog

Dune and swale complex

Prairie

Forest

Boreal Forest

Fen

Shrub

Type unknown

Is documentation of type and quality with application? No Yes

If yes, source of information:

\*Other water acreage or frontage? ✓ No Yes

If yes, name of other water body:

Is the entire water body completely within the site boundaries? No Yes

How many linear feet of frontage or acres of water are on site?

\*Sand dunes? ✓ No Yes

If yes, list the number of acres of sand dunes on the site:

Critical Not designed as critical, or designation unknown

Is documentation of type and quality provided with application? No Yes

If yes, source of information:

\*Dedicated state or federal listed wilderness or dedicated natural area or Pigeon River County State Forest land or inholding? ✓ No Yes

If yes, name of area:

How many acres on site?

Michigan Natural Resources Trust Fund Application 2017

Organization: City of Albion

TF17-0188

Section G: Natural Features of The Project Site

\*Rare species or any other significant feature as defined by the Michigan  
Natural Features Inventory?

✓ No Yes

If yes, list species or feature and status.

if too many to list here, include in the application narrative.

Population/range locations denoted on site plan or other map?

No Yes



Michigan Natural Resources Trust Fund Application 2017  
Organization: City of Albion  
Section H: Wildlife Values of The Project Site

TF17-0188

*Will the proposed park or park development:*

\* **Protect wildlife habitat** (for example, breeding grounds, winter deeryards, den sites)? ☒ No ☐ Yes

If yes, list species:

How many acres of habitat does the site provide?

\* **Act as a wildlife corridor between existing protected areas or buffer an existing protected area?** ☒ No ☐ Yes

If yes, name the existing park(s) or protected area(s):

How many acres are currently in protected status?

Is documentation of the ecological value of adjacent protected areas and/or the ability of the project site to act as a corridor/buffer provided with application? ☐ No ☐ Yes

If yes, source of information:

Michigan Natural Resources Trust Fund Application 2017  
Organization: City of Albion  
Section I: Natural Resource Recreation Opportunities

TF17-0188

*Will the proposed park or park development provide new or additional:*

\*Water recreation opportunities?

✓ No Yes

\*Motorized recreation opportunities (ORV and/or Snowmobile)?

✓ No Yes

\*Hunting Opportunities?

✓ No Yes

If yes, what seasons will be available? (for example, deer/firearm)

How many acres will be available for hunting?

\*Fishing opportunities?

✓ No Yes

If yes, what type of fishing opportunities will be provided? (species/methods)

\*Bird watching or other nature viewing opportunities?

No ✓ Yes

If yes, what species can be viewed?

There are 170  
known species in  
the area of the trail.

\*Nature interpretation or education opportunities?

No ✓ Yes

If yes, how are the interpretation or education opportunities provided? (check all that apply)

✓ Interpretive signage

Part time or volunteer naturalist

✓ Interpretive brochures

✓ Full time naturalist

✓ Nature center

Have you formed a partnership with another organization to provide  
interpretive/educational services?

No ✓ Yes

If yes, name of organization

Albion College

Provided examples of interpretive materials, descriptions of classes, and other documentation on the  
interpretive/educational services provided with application:

Albion College has been a key partner in trail development in the City of Albion. They have the 140-acre  
Whitehouse Nature Center, which offers its facilities and services in environmental education to the community.  
They have a variety of interpretive signage and information about local habitat that is available to enhance the  
regional trail system.

The center also has an outdoor classroom with six miles of trails, 400 plant species in an herbarium in the  
Visitor Center. The center has also documented over 170 bird species cited in the area, and the center is  
equipped with a classroom, wildlife observation room, kitchen, library, outdoor porch overlooking the  
Kalamazoo River, and restrooms. The outdoor classroom also has 25 acres of oak-hickory and flood plain  
forests; extensive marsh and swamp lands, an 8-acre habitat improvement area with 4 small ponds, a 3 acre  
tall-grass prairie, and 34 acres of farmland for experimental plantings and research projects. The center also  
has an arboretum of Michigan trees and shrubs.

Michigan Natural Resources Trust Fund Application 2017

Organization: City of Albion

TF17-0188

Section K: Trails

\* Is the proposed site a trail?

☐ No ☒ Yes

Who is the primary intended user? (Check one)

<input checked="" type="checkbox"/> Hikers/Pedestrians	<input type="checkbox"/> Road Bicyclists	<input type="checkbox"/> Equestrians
<input type="checkbox"/> Mountain Bicyclists	<input type="checkbox"/> Cross-Country Skiers	<input type="checkbox"/> Snowmobilers
<input type="checkbox"/> Other motorized vehicle users	<input type="checkbox"/> Other, explain:	

Who are the secondary users?

<input type="checkbox"/> Hikers/Pedestrians	<input checked="" type="checkbox"/> Road Bicyclists	<input type="checkbox"/> Equestrians
<input checked="" type="checkbox"/> Mountain Bicyclists	<input checked="" type="checkbox"/> Cross-Country Skiers	<input type="checkbox"/> Snowmobilers
<input type="checkbox"/> Other motorized vehicle users	<input type="checkbox"/> Other, explain:	

Is the trail connected to another trail(s) or part of a larger trail network?

No ☒ Yes

If yes, what is the name of the network?

Iron Belle, GL2L, North Country

How long is the trail?

5751 Total linear feet  
3874 Linear feet bituminous (paved)  
Linear feet boardwalk (if applicable)  
1877 Linear feet sidewalk  
Linear feet other hard surface

What is the width of the trail?

10 Linear feet

\* Is this proposed project part of the Iron Belle Trail (Governor's Showcase Trail)?

☒ Yes ☐ No



**Michigan Natural Resources Trust Fund Application 2017**  
**Organization: City of Albion**  
**Application Narrative**

TF17-0188

**\*I. Project Justification and Support:**

Albion, Michigan is located at the hub of three major recreational trails in the state: The Iron Belle Trail, the Great Lake-to-Lake Trail, and the North Country Trail. In the heart of Albion, along almost 1 mile of the Kalamazoo river, is the existing Albion River Trail. The City of Albion, with the help of MNRTF grant, will be constructing an extension of the Albion River Trail at its east end; an approximately 1-mile paved path through the scenic overlook of the Albion College Equestrian Center.

This project, the Albion River Trail Expansion Project II, will extend the Albion River Trail from its western end, north up Albion Street, through McAuliffe Park, then west on Michigan Avenue to 27-Mile Road. This trail expansion and development project is part of a larger collaborative effort by the Calhoun County Trailway Alliance, the Michigan Trails and Greenways Alliance, MDNR and many others, to fill the gaps that exist along the three noted trail systems.

In Calhoun County, previous MNRTF support has resulted in projects such as the trail 5.6-mile Calhoun County Trail, with future designations proposed to Marshall and to Albion. From Albion, the trail will link South to Homer and then to Concord, where it will connect with the Falling Waters Trail. In advance of these formal connections, this project will stage the City of Albion as a critical and attractive hub to these regional trail priorities. The connection of this regional trail system is a priority that the City, County, and State each explicitly support in their own respective recreation plans. Albion is also an underserved community, and has faced many challenges in recent years (including the closing of its only high school in 2013 and its merger with neighboring Marshall schools), and this project is part of a larger vision of community revitalization, sustainability, and regional connection. MNRTF and strong partner support for this project will ensure that Albion becomes a recognized hub for these important regional trails.

The goals of the Albion River Trail Expansion Project II are in line with Albion's own planning and vision, as well as county and state (SCORP) priorities:

**Connectivity:** The hub and regional linkage of the Calhoun County Trail, Iron Belle, Great Lake-to-Lake, and North Country Trail.

**Collaboration:** The project is supported by local, county, and statewide partners documented by the multiple stakeholders and supporters of the project.

**Economic Growth:** Serve to help market the community, and its recreational opportunities.

**Social Benefits:** In addition to fostering community development and pride, this project provides opportunities for environmental awareness and appreciation, social connections as groups and trail programming increase, and improved community health. Additionally, community partnerships among landowners, local governments, advocacy groups, and others will be enhanced.

**\*II. Project Description:**

This project will connect the existing Albion River Trail on the west side of Albion, where the proposed connection to Marshall will be made to connect these two communities and others traveling west to Battle Creek and ultimately Lake Michigan. The Albion River Trail Expansion Project II, will travel north up Albion Street, through McAuliffe Park, then along the south side of Michigan Avenue to 27-mile Road.

As this section of trail goes north on Albion Street, on the east side is Holland Park, and on the west side of Albion Street, is McClure Park. McClure and Holland Parks are well utilized, with the trail extension providing safe access to residents. Holland Park is a 6.4 acre park offering basketball and tennis courts. McClure Park is a 30 acre park, with hiking trails, a picnic area, and is named after a former mayor. Going north on Albion Street on the east side of the street, the trail will cross a pedestrian safe railroad crossing before turning west

**Michigan Natural Resources Trust Fund Application 2017**  
**Organization: City of Albion**  
**Application Narrative**

TF17-0188

through McAuliffe Park on the south side of Michigan Avenue to 27-mile road. McAuliffe Park is a 10 acre park located at the intersection of Albion Street and Michigan Avenue, also known as Austin St. It has a baseball field, basketball court, picnic area, playground and flower garden. This park has public restrooms. From McAuliffe Park, the trail will run along the south side of Michigan Avenue toward Marshall, stopping at 27-mile Road.

The section of trail going north on Albion Street will consist of a new 5' sidewalk, with an on street sharrow designation for cyclists. It is .35 of a mile long. The Michigan Avenue trail section from Albion Street to 27-Mile Road, will be a 10' wide asphalt path on the south side of the road. It is .76 miles long. All improved path will be Universally Accessible per AASHTO & ADA standards. Preliminary design and path routes were guided by community members, including a member of the North Country Trail who routinely hikes with a disabled spouse and wheelchair.

Both the existing trail and extensions of the Albion River Trail have been designed with the end user in mind for maximum access to recreational opportunities and facilities, along with broader connections with regional trails. All areas will be accessible by emergency vehicles if necessary, and routine monitoring is part of the city and county protocol. While there will be some environmental impact during construction, minimizing these impacts by following best management practices and standards will be a high priority. Intended use, accessibility, environmental awareness, education and enjoyment will guide all aspects of the locally and regionally significant project.

**\*III. Natural Resource Access and Protection:**

The proposed expansion of the Albion River Trail will link valuable green infrastructure such as the city's parks, which have amenities along the route including a band-shell, ball fields, Frisbee golf courses, playgrounds, and a swimming area. The proposed expansion project will connect more people to the original Albion River trail and the recreational uses along the Kalamazoo River, including fishing, canoeing, kayaking, bird watching, nature study, and well as opportunities to learn about the Kalamazoo River and its watershed. The Kalamazoo River in this area does contain trout, channel catfish, northern pike, and musky. Forested parks along the route, with areas of floodplain wetlands, result in the trail corridor having a large variety of wildlife species. Creating a regional connection will enhance the opportunity for tourism visitors and local citizens to become aware of these natural habitats and the extensive wildlife they support. Increased interpretive signage along the trail and in the parks, will highlight area wildlife and habitat.

This proposed expansion extends access from the west side of the city of Albion, to Albion College's campus, its Whitehouse Nature Center, and city parks, while beginning the link of Albion's trails toward Marshall, extending the system that will become the Great Lake-to-Lake, Iron Belle and North Country Trail systems. The Albion River Trail Extension Project II will be managed using Best Management Practices (BMP's) established from several sources including: land management plans established for the local Whitehouse Nature Center (Albion), the Brooks Nature Area (Marshall), the Ott Preserve (Battle Creek), and the Kalamazoo Nature Center (Kalamazoo) as well as the Albion River Walk and Victory Park (Albion). More reference will also be made to National Park Service plans, MDNR planning, National North Country Scenic Trail plans, and Michigan Trail and Greenway Alliance planning.

**\*IV. Other Information:**

There are no "residents only" parks or policies in Albion, so open public access will be promoted and obvious.



**Michigan Natural Resources Trust Fund Application 2017**

**Organization: City of Albion**

**TF17-0188**

**Application Narrative**

Both the public and the trail's many partners are strongly supportive of the river trail and proposed expansion.

In terms of management, the expanded trail will be maintained by the City of Albion, the Calhoun County Trailway Alliance (a Michigan Nonprofit) with the advice and counsel of the Calhoun County Parks and Recreation Department. In addition, the local chapter of the North Country Trail are supportive of the project and will participate in its maintenance. The trail will also rely on other trail user organizations and volunteers, college students, community groups, civic organizations, and businesses.

Projects such as these are important to any community, but a special case can be made for Albion, and the critical importance and impact this project will play in the Albion community. Connecting the fragmented system of trails and recreational opportunities to and through Albion has been a long-time planning goal. To restate the objective for the project, it is hoped that the trail and its regional connections will foster community development and pride, environmental awareness, community health, as well as partnerships among companies, landowners, neighboring municipalities, and local government and advocacy groups.

**Michigan Natural Resources Trust Fund Application 2017**  
**Organization: City of Albion**  
**Required Attachments for Development Projects**

TF17-0188

All location maps, site development plans, boundary maps, and other graphic information must be clear, legible, detailed, and appropriately labeled. Grants Management staff use these materials to help evaluate your application and to find and evaluate many of the sites. We must also photocopy many of the graphic materials in black-and-white; be sure that what you submit will photocopy legibly. **Please do not submit aerial photographs for location maps, site development plans, or boundary maps.**

**REQUIRED CONTENT FOR DEVELOPMENT APPLICATIONS**

\* **Maintenance Plan:**

\* **Site Development Plan:**

[https://secure1.state.mi.us/mirgs/\\_Upload/49762-\(P-9\)DETAILS-16360.pdf](https://secure1.state.mi.us/mirgs/_Upload/49762-(P-9)DETAILS-16360.pdf)

\* **Project Location Map(s):**

[https://secure1.state.mi.us/mirgs/\\_Upload/49762-\(P-1\)COVER-16360.pdf](https://secure1.state.mi.us/mirgs/_Upload/49762-(P-1)COVER-16360.pdf)

\* **Advance Notice of the public meeting** for public comment and to pass the resolution for the application:

[https://secure1.state.mi.us/mirgs/\\_Upload/49762-DNRGrantPublicHearingNoticefor032017councilmtg.docx](https://secure1.state.mi.us/mirgs/_Upload/49762-DNRGrantPublicHearingNoticefor032017councilmtg.docx)

\* **Minutes of the Public Meeting** held for public comment and to pass the resolution for the application:

[https://secure1.state.mi.us/mirgs/\\_Upload/49762-3-20-17CouncilMinutes.docx](https://secure1.state.mi.us/mirgs/_Upload/49762-3-20-17CouncilMinutes.docx)

\* **Certified Resolution:** from the highest governing body:

[https://secure1.state.mi.us/mirgs/\\_Upload/49762-MDNRAApplication2017SignedResolution.pdf](https://secure1.state.mi.us/mirgs/_Upload/49762-MDNRAApplication2017SignedResolution.pdf)

\* **Notice of Intent Form and copy of letter transmitting form** to regional clearinghouse to the regional clearinghouse:

[https://secure1.state.mi.us/mirgs/\\_Upload/49762-Intent.pdf](https://secure1.state.mi.us/mirgs/_Upload/49762-Intent.pdf)

\* **Photographs of the site** - digital images, combine into one file

[https://secure1.state.mi.us/mirgs/\\_Upload/49762-ThumbnailfileofphotosforMNRTF.pdf](https://secure1.state.mi.us/mirgs/_Upload/49762-ThumbnailfileofphotosforMNRTF.pdf)

\* **Site Control Form and Deed** (commitment letter to transfer property, for development projects)

\* **Documentation of local match sources**, (if required in Section A1 of the application form)

[https://secure1.state.mi.us/mirgs/\\_Upload/49762-MatchDocumentationLetter.pdf](https://secure1.state.mi.us/mirgs/_Upload/49762-MatchDocumentationLetter.pdf)

\* **Boundary Map(s)** delineating the legal boundaries of the park site(s) outlined in **red**; show easements in **green**:

[https://secure1.state.mi.us/mirgs/\\_Upload/49762-\(P-1\)COVER-16360.pdf](https://secure1.state.mi.us/mirgs/_Upload/49762-(P-1)COVER-16360.pdf)





## GLTTL Route #1: South Haven to Port Huron

TRAIL STATUS

68% COMPLETE

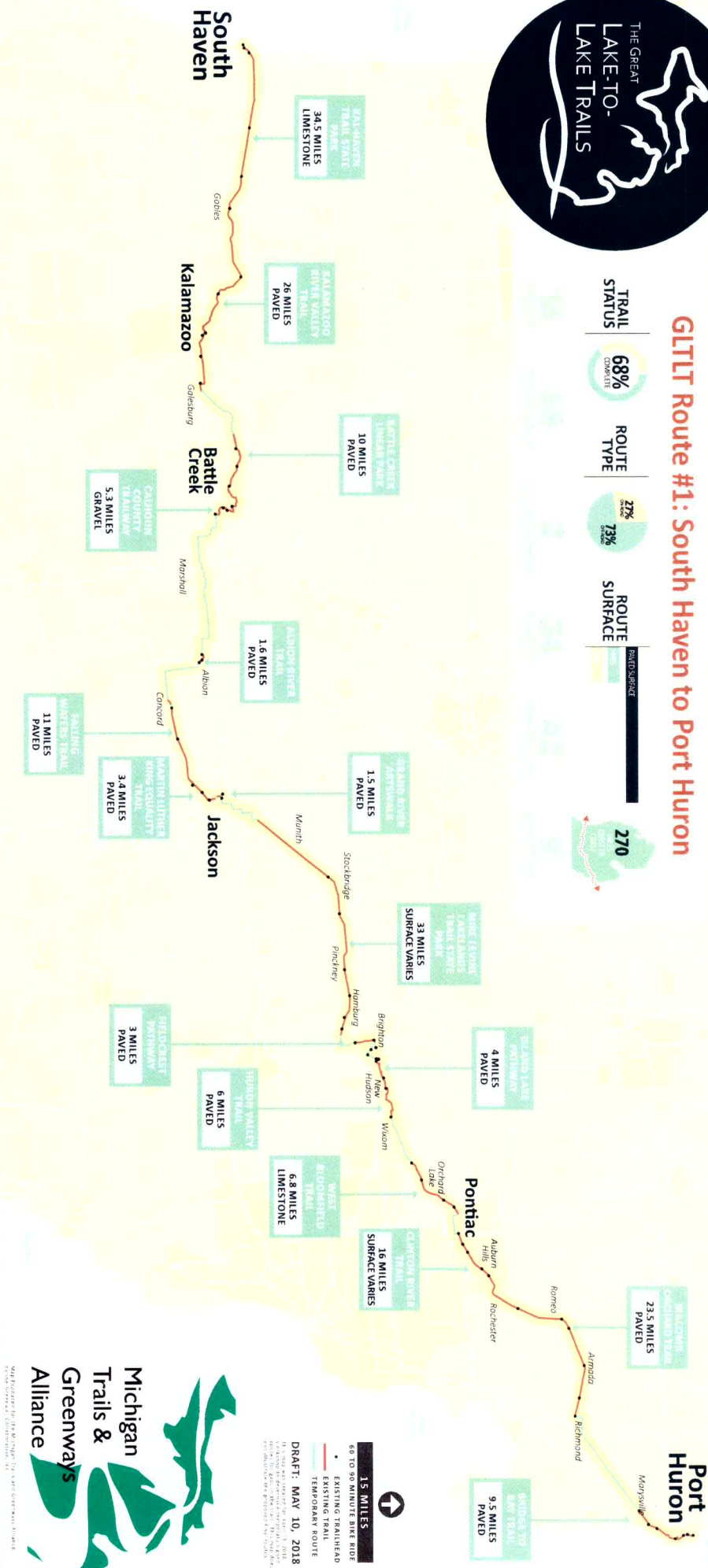
ROUTE TYPE

27% GRAVEL 73% PAVED

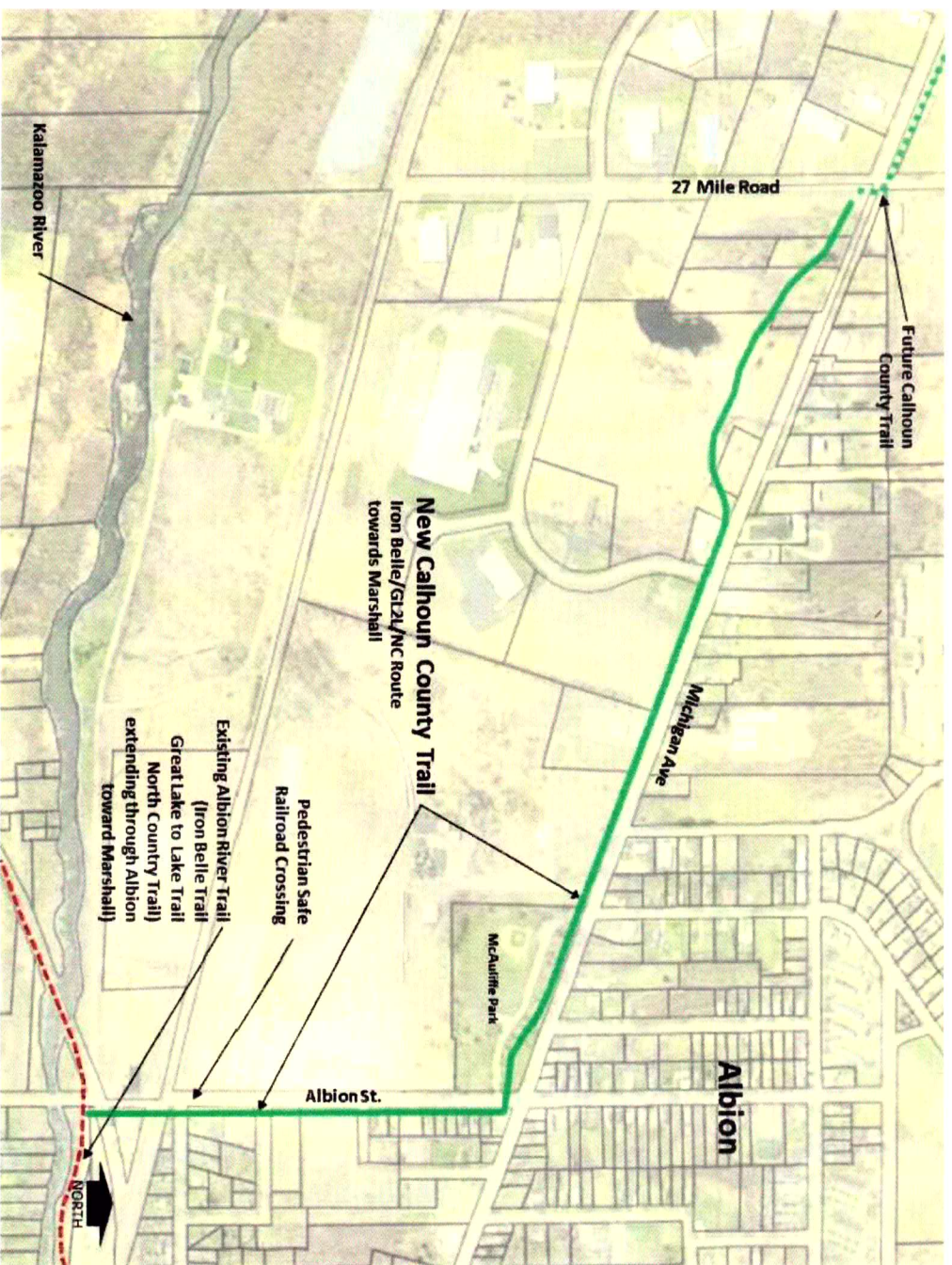
ROUTE SURFACE

PAVED SURFACE

270

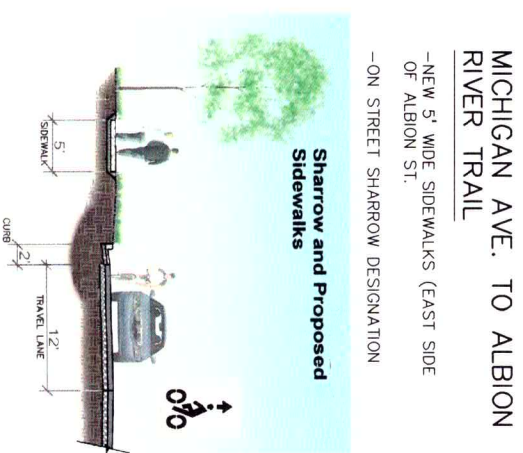
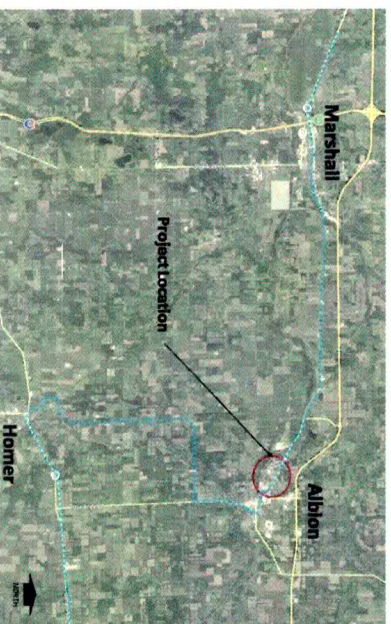






LOCATION MAP:

REGIONAL MAP:



CITY OF ALBION  
112 CASS STREET  
ALBION, MICHIGAN 49224

**COVER SHEET**

ALBION RIVER TRAIL EXPANSION II

IRON BELLE TRAIL  
GREAT LAKE TO LAKE TRAIL  
NORTH COUNTRY TRAIL

**PEA**

PEA, Inc.  
7297 Nemo May #115  
Briarcliff, MI 48116  
(517) 546-8583

DES.	SL	SUR.	SCALE	N/A	JOB NO.
DN.	JC	P.M.	SL	DATE	03-01-17
				DWG. NO.	1



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

Schedule of 2019 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 7, 2019	January 22, 2019 (Tuesday)
February 04, 2019	February 19, 2019 (Tuesday)
March 04, 2019	March 18, 2019
April 01, 2019	April 15, 2019
May 06, 2019	May 20, 2019
June 03, 2019	June 17, 2019
July 01, 2019	July 15, 2019
August 05, 2019	August 19, 2019
September 03, 2019 (Tuesday)	September 16, 2019
October 07, 2019	October 21, 2019
November 04, 2019	November 18, 2019
December 02, 2019	December 16, 2019

Jill Domingo  
City Clerk

INFORMATION  
ONLY



FROM 09/01/2018 TO 09/30/2018

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

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 09/01/2018	Total Debits	Total Credits	Ending Balance 09/30/2018
Fund 101	GENERAL FUND				
001.00	CASH	666,140.77	114,901.54	377,926.51	403,115.80
002.00	CASH - INCOME TAX ACCOUNT	184,487.81	40,751.04	0.00	225,238.85
003.00	CERTIFICATES OF DEPOSIT	99,968.00	25.00	0.00	99,993.00
004.00	PETTY CASH	100.00	0.00	0.00	100.00
004.02	PETTY CASH - CHANGE DRAWER	400.00	0.00	0.00	400.00
005.00	HRA ACCOUNT FOR EMPLOYEES	506.03	0.00	19.50	486.53
007.00	CASH PARK FENCE	17,548.68	5.38	0.00	17,554.06
017.00	INVESTMENTS	310,193.15	0.00	0.00	310,193.15
	GENERAL FUND	1,279,344.44	155,682.96	377,946.01	1,057,081.39
Fund 202	MAJOR STREETS FUND				
001.00	CASH	600,762.58	71,514.08	222,152.62	450,124.04
017.00	INVESTMENTS	101,345.96	0.00	0.00	101,345.96
	MAJOR STREETS FUND	702,108.54	71,514.08	222,152.62	551,470.00
Fund 203	LOCAL STREETS FUND				
001.00	CASH	147,876.25	216,045.79	31,900.38	332,021.66
Fund 208	RECREATION FUND				
001.00	CASH	138,301.83	0.00	9,069.45	129,232.38
Fund 226	SOLID WASTE FUND				
001.00	CASH	364,119.82	0.00	45,186.15	318,933.67
017.00	INVESTMENTS	53,057.53	0.00	0.00	53,057.53
	SOLID WASTE FUND	417,177.35	0.00	45,186.15	371,991.20
Fund 250	CDBG FUND				
001.01	CDBG FUND CASH	33,348.17	14.07	0.00	33,362.24
Fund 265	DRUG LAW ENFORCEMENT FUND				
001.00	CASH	6,041.75	0.00	2,415.77	3,625.98
Fund 275	ALBION BUILDING AUTHORITY FUND				
001.01	FUND CASH ACCOUNT	216,900.36	22,754.78	13,280.11	226,375.03
004.00	PETTY CASH	276.76	0.00	0.00	276.76
	ALBION BUILDING AUTHORITY FUND	217,177.12	22,754.78	13,280.11	226,651.79
Fund 277	ABA SEC 8 MAPLE GROVE				
001.01	FUND CASH ACCOUNT	225,092.79	34,449.80	97,186.33	162,356.26
002.00	CASH - CAPITAL PROJECTS RESERV	458,709.86	5,892.88	0.00	464,602.74
008.00	CASH-SECURITY DEPOSIT	24,218.99	0.00	0.00	24,218.99
	ABA SEC 8 MAPLE GROVE	708,021.64	40,342.68	97,186.33	651,177.99
Fund 450	STREET IMPROVEMENTS FUND				
001.00	CASH	252,639.56	0.00	0.00	252,639.56
017.00	INVESTMENTS	253,365.06	0.00	0.00	253,365.06
	STREET IMPROVEMENTS FUND	506,004.62	0.00	0.00	506,004.62
Fund 452	MDOT RECONSTRUCTION FUND				
001.00	CASH	119,770.02	0.00	0.00	119,770.02
Fund 590	SEWER FUND				
001.00	CASH	80,103.12	172,509.70	228,659.96	23,952.86
017.00	INVESTMENTS	308,841.68	0.00	0.00	308,841.68
	SEWER FUND	388,944.80	172,509.70	228,659.96	332,794.54
Fund 591	WATER FUND				
001.00	CASH	(13,956.37)	242,289.43	84,660.35	143,672.71
003.00	CERTIFICATES OF DEPOSIT	299,287.00	0.00	21.00	299,266.00

11/16/2018 08:34 AM  
User: TMEAD  
DB: Albion

CASH SUMMARY BY ACCOUNT FOR CITY OF ALBION

Page: 2/2

FROM 09/01/2018 TO 09/30/2018

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

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 09/01/2018	Total Debits	Total Credits	Ending Balance 09/30/2018
006.00	RESTRICTED CASH - BOND RESERVE	61,990.00	0.00	0.00	61,990.00
008.00	CASH-SECURITY DEPOSIT	200.00	0.00	0.00	200.00
017.00	INVESTMENTS	359,672.88	0.00	0.00	359,672.88
	WATER FUND	707,193.51	242,289.43	84,681.35	864,801.59
Fund 661	EQUIPMENT POOL FUND				
001.00	CASH	244,444.02	11,553.16	46,349.34	209,647.84
	TOTAL - ALL FUNDS	5,615,754.06	932,706.65	1,158,827.47	5,389,633.24

11/16/2018 08:33 AM  
 User: TMEAD  
 DB: Albion

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION  
 PERIOD ENDING 09/30/2018  
 % Fiscal Year Completed: 74.79

Page: 1/12

GL NUMBER	DESCRIPTION	2017	END BALANCE	YTD BALANCE	2018	% BDGT USED
		AMENDED BUDGET	12/31/2017 NORMAL (ABNORMAL)	09/30/2018 NORMAL (ABNORMAL)	ORIGINAL BUDGET	
Fund 101 - GENERAL FUND						
000 - GENERAL		3,208,724.00	3,182,596.77	2,221,954.36	3,288,650.00	67.56
209 - ASSESSING		5.00	5.00	75.50	0.00	100.00
215 - CLERK		37.00	36.60	62.67	100.00	62.67
260 - FINANCE DEPT AND/OR ABA GENERAL		350.00	2,360.50	577.00	500.00	115.40
276 - CEMETERY		60,000.00	69,312.74	82,183.92	80,000.00	102.73
345 - PUBLIC SAFETY		52,527.80	59,735.82	23,625.20	81,773.00	28.89
422 - CODE ENFORCEMENT		93,308.00	71,907.15	72,398.77	96,300.00	75.18
758 - ALBION RIVER/BIKE TRAIL		401,200.00	222,611.87	76,318.91	0.00	100.00
775 - PARKS		2,625.00	2,625.00	2,390.00	2,750.00	86.91
778 - HOLLAND PARK TRANSFORMATION PROJECT		84,531.00	80,826.89	4,704.16	25,000.00	18.82
930 - TRANSFER IN		10,000.00	10,000.00	10,000.00	10,000.00	100.00
TOTAL REVENUES		3,913,307.80	3,702,018.34	2,494,290.49	3,585,073.00	69.57
101 - CITY COUNCIL		41,460.00	37,474.62	29,947.11	45,255.00	66.17
172 - CITY MANAGER		113,791.00	108,068.92	55,795.12	141,268.00	39.50
209 - ASSESSING		51,050.00	46,834.14	34,892.52	50,050.00	69.72
210 - ATTORNEY		93,025.00	92,982.41	81,872.65	95,375.00	85.84
215 - CLERK		90,030.00	87,872.84	83,229.14	132,175.00	62.97
226 - HUMAN RESOURCES		24,330.00	24,309.99	18,257.85	24,925.00	73.25
260 - FINANCE DEPT AND/OR ABA GENERAL		318,180.00	292,686.68	232,884.14	369,465.00	63.03
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		96,445.00	84,542.68	63,523.03	71,450.00	88.91
276 - CEMETERY		174,520.00	159,187.40	111,898.37	164,494.00	68.03
345 - PUBLIC SAFETY		2,010,862.78	2,005,134.34	1,499,069.83	2,082,100.00	72.00
422 - CODE ENFORCEMENT		175,847.00	163,040.56	118,349.82	207,409.00	57.06
442 - CITY MAINTENANCE		197,821.00	191,590.79	37,322.54	60,423.00	61.77
444 - TREE TRIMMING		18,202.00	14,920.14	13,586.25	15,615.00	87.01
447 - ENGINEERING		10,886.00	10,738.67	19,283.51	9,653.00	199.77
448 - STREET LIGHTING		0.00	0.00	107,688.28	142,500.00	75.57
526 - EPA LANDFILL		8,600.00	8,284.51	3,618.41	8,800.00	41.12
758 - ALBION RIVER/BIKE TRAIL		401,200.00	222,611.87	76,318.91	0.00	100.00
775 - PARKS		212,222.00	211,484.85	151,539.31	213,758.00	70.89
776 - RIEGER PARK POND PROJECT		0.00	0.00	0.00	17,000.00	0.00
778 - HOLLAND PARK TRANSFORMATION PROJECT		84,531.00	80,826.89	47.68	25,000.00	0.19
895 - GENERAL APPROPRIATION		190,200.00	172,862.25	101,549.41	129,650.00	78.33
TOTAL EXPENDITURES		4,313,202.78	4,015,454.55	2,840,673.88	4,006,365.00	70.90
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		3,913,307.80	3,702,018.34	2,494,290.49	3,585,073.00	69.57
TOTAL EXPENDITURES		4,313,202.78	4,015,454.55	2,840,673.88	4,006,365.00	70.90
NET OF REVENUES & EXPENDITURES		(399,894.98)	(313,436.21)	(346,383.39)	(421,292.00)	82.22

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Fund 202 - MAJOR STREETS FUND						
000 - GENERAL		640,612.00	674,684.21	453,655.24	700,170.00	64.79
487 - M-99 TRUNKLINE		37,000.00	64,254.41	133,234.10	40,000.00	333.09
TOTAL REVENUES		677,612.00	738,938.62	586,889.34	740,170.00	79.29
454 - ACT 51 NON-MOTORIZED		23,800.00	0.00	0.00	17,500.00	0.00
461 - MAINTENANCE		363,512.00	363,333.97	286,078.94	393,636.00	72.68
465 - TRAFFIC SERVICES		4,403.00	3,164.56	632.50	5,183.00	12.20
467 - WINTER MAINTENANCE		29,415.00	22,937.07	26,822.48	29,115.00	92.13
486 - I-94 TRUNKLINE		19,292.00	20,970.04	24,480.98	22,703.00	107.83
487 - M-99 TRUNKLINE		20,467.00	18,562.92	18,934.70	22,692.00	83.44
488 - M-199 TRUNKLINE		12,402.00	11,449.61	11,010.24	14,120.00	77.98
965 - TRANSFER OUT		203,000.00	203,000.00	193,000.00	193,000.00	100.00
TOTAL EXPENDITURES		676,291.00	643,418.17	560,959.84	697,949.00	80.37
Fund 202 - MAJOR STREETS FUND:						
TOTAL REVENUES		677,612.00	738,938.62	586,889.34	740,170.00	79.29
TOTAL EXPENDITURES		676,291.00	643,418.17	560,959.84	697,949.00	80.37
NET OF REVENUES & EXPENDITURES		1,321.00	95,520.45	25,929.50	42,221.00	61.41



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Fund 203 - LOCAL STREETS FUND						
000 - GENERAL		207,170.00	228,196.53	212,168.51	232,262.00	91.35
930 - TRANSFER IN		200,000.00	200,000.00	190,000.00	190,000.00	100.00
TOTAL REVENUES		407,170.00	428,196.53	402,168.51	422,262.00	95.24
461 - MAINTENANCE		353,201.00	334,203.99	233,834.04	365,956.00	63.90
465 - TRAFFIC SERVICES		7,620.00	6,082.32	1,331.54	7,377.00	18.05
467 - WINTER MAINTENANCE		28,225.00	20,998.70	30,426.87	30,315.00	100.37
965 - TRANSFER OUT		3,000.00	3,000.00	3,000.00	3,000.00	100.00
TOTAL EXPENDITURES		392,046.00	364,285.01	268,592.45	406,648.00	66.05
Fund 203 - LOCAL STREETS FUND:						
TOTAL REVENUES		407,170.00	428,196.53	402,168.51	422,262.00	95.24
TOTAL EXPENDITURES		392,046.00	364,285.01	268,592.45	406,648.00	66.05
NET OF REVENUES & EXPENDITURES		15,124.00	63,911.52	133,576.06	15,614.00	855.49

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GL NUMBER	DESCRIPTION	2017 AMENDED BUDGET	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	2018 ORIGINAL BUDGET	% BDGT USED
Fund 208 - RECREATION FUND						
780 - RECREATION		140,991.00	155,527.24	127,996.85	160,665.00	79.67
782 - JUNIOR OPTMISTS - JOOI		50.00	750.00	0.00	0.00	0.00
TOTAL REVENUES		141,041.00	156,277.24	127,996.85	160,665.00	79.67
780 - RECREATION		137,495.00	122,527.40	106,638.72	160,387.00	66.49
782 - JUNIOR OPTMISTS - JOOI		500.00	424.34	0.00	0.00	0.00
TOTAL EXPENDITURES		137,995.00	122,951.74	106,638.72	160,387.00	66.49
Fund 208 - RECREATION FUND:						
TOTAL REVENUES		141,041.00	156,277.24	127,996.85	160,665.00	79.67
TOTAL EXPENDITURES		137,995.00	122,951.74	106,638.72	160,387.00	66.49
NET OF REVENUES & EXPENDITURES		3,046.00	33,325.50	21,358.13	278.00	7,682.78

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GL NUMBER	DESCRIPTION	2017 AMENDED BUDGET	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	2018 ORIGINAL BUDGET	% BDGT USED
Fund 226 - SOLID WASTE FUND						
000 - GENERAL		225,500.00	243,915.01	226,297.50	206,400.00	109.64
TOTAL REVENUES		225,500.00	243,915.01	226,297.50	206,400.00	109.64
523 - LEAF PICKUP		35,440.00	13,888.82	0.00	19,935.00	0.00
524 - TREE DUMP		21,817.00	6,465.78	3,684.87	21,107.00	17.46
528 - SOLID WASTE		116,515.00	89,358.02	78,771.30	143,816.00	54.77
965 - TRANSFER OUT		25,500.00	25,500.00	25,500.00	25,500.00	100.00
TOTAL EXPENDITURES		199,272.00	135,212.62	107,956.17	210,358.00	51.32
Fund 226 - SOLID WASTE FUND:						
TOTAL REVENUES		225,500.00	243,915.01	226,297.50	206,400.00	109.64
TOTAL EXPENDITURES		199,272.00	135,212.62	107,956.17	210,358.00	51.32
NET OF REVENUES & EXPENDITURES		26,228.00	108,702.39	118,341.33	(3,958.00)	2,989.93

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GL NUMBER	DESCRIPTION	2017 AMENDED BUDGET	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	2018 ORIGINAL BUDGET	% BDGT USED
Fund 265 - DRUG LAW ENFORCEMENT FUND						
000 - GENERAL		27,349.96	27,771.94	816.39	22,950.00	3.56
400 - FED DRUG LAW ENFOR - REIMBUR		25,000.00	29,244.11	23,460.31	25,000.00	93.84
TOTAL REVENUES		52,349.96	57,016.05	24,276.70	47,950.00	50.63
333 - DRUG LAW ENFORCEMENT		73,475.23	76,014.05	22,990.20	32,250.00	71.29
400 - FED DRUG LAW ENFOR - REIMBUR		18,796.20	20,684.14	7,702.04	22,500.00	34.23
TOTAL EXPENDITURES		92,271.43	96,698.19	30,692.24	54,750.00	56.06
Fund 265 - DRUG LAW ENFORCEMENT FUND:						
TOTAL REVENUES		52,349.96	57,016.05	24,276.70	47,950.00	50.63
TOTAL EXPENDITURES		92,271.43	96,698.19	30,692.24	54,750.00	56.06
NET OF REVENUES & EXPENDITURES		(39,921.47)	(39,682.14)	(6,415.54)	(6,800.00)	94.35



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GL NUMBER	DESCRIPTION	2017 AMENDED BUDGET	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	2018 ORIGINAL BUDGET	% BDGT USED
Fund 275 - ALBION BUILDING AUTHORITY FUND						
000 - GENERAL		4,432.00	4,567.62	4,542.71	4,293.00	105.82
264 - EDC BUILDING		26,992.00	27,991.94	137,439.34	0.00	100.00
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		1,512.00	1,512.00	1,008.00	1,512.00	66.67
271 - FIRE/AMBULANCE BUILDING		30,000.00	19,578.00	32,400.00	32,000.00	101.25
273		0.00	1.00	1.00	0.00	100.00
TOTAL REVENUES		62,936.00	53,650.56	175,391.05	37,805.00	463.94
260 - FINANCE DEPT AND/OR ABA GENERAL		9,365.00	6,170.54	4,469.67	6,940.00	64.40
264 - EDC BUILDING		22,275.00	19,124.11	16,833.23	5,900.00	285.31
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		2,130.00	2,000.06	1,020.61	1,290.00	79.12
270 - 101 N GALE ST		0.00	0.00	8,580.00	0.00	100.00
271 - FIRE/AMBULANCE BUILDING		25,000.00	15,710.68	15,269.65	25,600.00	59.65
273 - 112 E ERIE ST		1,813.00	1,614.93	3,012.38	1,900.00	158.55
TOTAL EXPENDITURES		60,583.00	44,620.32	49,185.54	41,630.00	118.15
Fund 275 - ALBION BUILDING AUTHORITY FUND:						
TOTAL REVENUES		62,936.00	53,650.56	175,391.05	37,805.00	463.94
TOTAL EXPENDITURES		60,583.00	44,620.32	49,185.54	41,630.00	118.15
NET OF REVENUES & EXPENDITURES		2,353.00	9,030.24	126,205.51	(3,825.00)	3,299.49

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GL NUMBER	DESCRIPTION	2017 AMENDED BUDGET	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	2018 ORIGINAL BUDGET	% BDGT USED
Fund 277 - ABA SEC 8 MAPLE GROVE						
000 - GENERAL		442,516.00	459,533.20	352,692.67	443,000.00	79.61
TOTAL REVENUES		442,516.00	459,533.20	352,692.67	443,000.00	79.61
701 - ABA SEC 8 MAPLE GROVE		376,525.00	329,423.84	223,278.49	347,250.00	64.30
905 - DEBT SERVICE - BONDS		62,488.00	62,487.50	64,750.00	64,750.00	100.00
TOTAL EXPENDITURES		439,013.00	391,911.34	288,028.49	412,000.00	69.91
Fund 277 - ABA SEC 8 MAPLE GROVE:						
TOTAL REVENUES		442,516.00	459,533.20	352,692.67	443,000.00	79.61
TOTAL EXPENDITURES		439,013.00	391,911.34	288,028.49	412,000.00	69.91
NET OF REVENUES & EXPENDITURES		3,503.00	67,621.86	64,664.18	31,000.00	208.59

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Fund 367 - SIDEWALK PROGRAM FUND						
000 - GENERAL		133,904.00	149,967.02	25,111.75	(3,500.00)	(717.48)
TOTAL REVENUES		133,904.00	149,967.02	25,111.75	(3,500.00)	(717.48)
443 - SIDEWALK PROGRAM		5,500.00	19,971.19	0.00	200,000.00	0.00
TOTAL EXPENDITURES		5,500.00	19,971.19	0.00	200,000.00	0.00
Fund 367 - SIDEWALK PROGRAM FUND:						
TOTAL REVENUES		133,904.00	149,967.02	25,111.75	(3,500.00)	717.48
TOTAL EXPENDITURES		5,500.00	19,971.19	0.00	200,000.00	0.00
NET OF REVENUES & EXPENDITURES		128,404.00	129,995.83	25,111.75	(203,500.00)	12.34

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Fund 590 - SEWER FUND						
000 - GENERAL		1,135,186.00	1,212,197.24	934,983.82	1,140,800.00	81.96
544 - SAW GRANT PROJECT		635,494.00	637,256.22	0.00	0.00	0.00
546 - MEDC GRANT - DIGESTER, PUMP, ETC.		950,000.00	852,897.33	99,352.67	0.00	100.00
TOTAL REVENUES		2,720,680.00	2,702,350.79	1,034,336.49	1,140,800.00	90.67
536 - SEWER UTILITY OPERATIONS		1,341,789.00	1,200,370.43	917,308.58	1,319,962.00	69.50
542 - WWTP ENERGY IMPROVEMENTS		7,500.00	7,983.48	5,401.76	7,800.00	69.25
544 - SAW GRANT PROJECT		635,494.00	616,739.22	0.00	0.00	0.00
546 - MEDC GRANT - DIGESTER, PUMP, ETC.		950,000.00	193,991.92	248,919.74	0.00	100.00
965 - TRANSFER OUT		148,400.00	148,400.00	148,400.00	148,400.00	100.00
TOTAL EXPENDITURES		3,083,183.00	2,167,485.05	1,320,030.08	1,476,162.00	89.42
Fund 590 - SEWER FUND:						
TOTAL REVENUES		2,720,680.00	2,702,350.79	1,034,336.49	1,140,800.00	90.67
TOTAL EXPENDITURES		3,083,183.00	2,167,485.05	1,320,030.08	1,476,162.00	89.42
NET OF REVENUES & EXPENDITURES		(362,503.00)	534,865.74	(285,693.59)	(335,362.00)	85.19



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Fund 591 - WATER FUND						
000 - GENERAL		917,170.00	959,872.66	716,925.71	918,250.00	78.08
548 - WATERTOWER PAINTING PROJECT		0.00	0.00	250,000.00	0.00	100.00
TOTAL REVENUES		917,170.00	959,872.66	966,925.71	918,250.00	105.30
536 - WATER UTILITY OPERATIONS		971,968.00	944,799.30	748,232.93	998,520.00	74.93
540 - WELLHEAD PROTECTION		500.00	0.00	0.00	500.00	0.00
548 - WATERTOWER PAINTING PROJECT		0.00	7,360.42	565,101.40	0.00	100.00
905 - DEBT SERVICE-BONDS		3,974.00	3,224.00	0.00	0.00	0.00
965 - TRANSFER OUT		111,450.00	11,450.00	11,450.00	11,450.00	100.00
TOTAL EXPENDITURES		1,087,892.00	966,833.72	1,324,784.33	1,010,470.00	131.11
Fund 591 - WATER FUND:						
TOTAL REVENUES		917,170.00	959,872.66	966,925.71	918,250.00	105.30
TOTAL EXPENDITURES		1,087,892.00	966,833.72	1,324,784.33	1,010,470.00	131.11
NET OF REVENUES & EXPENDITURES		(170,722.00)	(6,961.06)	(357,858.62)	(92,220.00)	388.05

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Fund 661 - EQUIPMENT POOL FUND						
000 - GENERAL		296,202.00	296,886.52	237,122.66	268,575.00	88.29
TOTAL REVENUES		296,202.00	296,886.52	237,122.66	268,575.00	88.29
770 - EQUIPMENT POOL		295,053.00	262,968.89	219,539.74	294,828.00	74.46
905 - DEBT SERVICE - BONDS		220.00	220.25	93.30	100.00	93.30
965 - TRANSFER OUT		17,850.00	17,850.00	17,850.00	17,850.00	100.00
TOTAL EXPENDITURES		313,123.00	281,039.14	237,483.04	312,778.00	75.93
Fund 661 - EQUIPMENT POOL FUND:						
TOTAL REVENUES		296,202.00	296,886.52	237,122.66	268,575.00	88.29
TOTAL EXPENDITURES		313,123.00	281,039.14	237,483.04	312,778.00	75.93
NET OF REVENUES & EXPENDITURES		(16,921.00)	15,847.38	(360.38)	(44,203.00)	0.82
TOTAL REVENUES - ALL FUNDS		9,990,388.76	9,948,622.54	6,653,499.72	7,967,450.00	83.51
TOTAL EXPENDITURES - ALL FUNDS		10,800,372.21	9,249,881.04	7,135,024.78	8,989,497.00	79.37
NET OF REVENUES & EXPENDITURES		(809,983.45)	698,741.50	(481,525.06)	(1,022,047.00)	47.11