



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, June 18, 2018

7:00 P.M.

Garrett Brown
Mayor

Maurice Barnes, Jr.
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Sonya Brown
Mayor Pro-Tem
Council Member
3rd Precinct

Marcola Lawler
Council Member
4th Precinct

Jeanette Spicer
Council Member
5th Precinct

Andrew French
Council Member
6th Precinct

Scott Kipp
Interim City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

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

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

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. CITY MANAGER REPORT
- VII. PRESENTATIONS
 - A. Restoration of Coke Sign-Linda Kolmodin
 - B. Eagle Scout Project-Jeff McClure
- VIII. PUBLIC HEARINGS-Set 2018 Tax Levy
 - A. Request Approval Resolution # 2018-16, To Set 2018 Tax Levy (RCV)
- IX. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- X. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
 - A. Approval Study Session Minutes, May 31, 2018
 - B. Approval Regular Session Minutes, June 4, 2018
- XI. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval of Assessing Contract with Edward VanderVries (RCV)



CITY OF ALBION

CITY COUNCIL MEETING AGENDA

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

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- B. Update on Water System and Water Tower
- C. Approval/Discussion 608 Austin Avenue
- D. Request Approval Metro Act Right of Way Permit Extension (RCV)
- E. Discussion-Vehicles Being Towed
- F. Request Approval Boards & Commissions Appointment (RCV)
 - Ashley Reniger, Initial Appointment, Public Safety Pension Board, Term to Expire 12-31-2019
- G. Request Approval Resolution # 2018-19, A Resolution Authorizing the Sale of Parcel No. 51-001-092-20 and Parcel No. 51-001-092-10 to the Albion Malleable Brewing Company (RCV)
- XII. Future Agenda Items
- XIII. Motion to Excuse Absent Council Member(s)
- XIV. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)
- XV. ADJOURN

City of Albion Notice of Public Hearing On Annual Levy of Property Taxes

The Albion City Council will hold a public hearing on the proposed Millage levies for 2018. The hearing will be held on Monday, June 18, 2018 at 7:00 p.m. in the City Council Chambers, 2nd floor of City Hall, 112 W. Cass Street, Albion, Michigan.

There is no required Headlee rollback of the City's Millage levies for 2018. The following Millage levies are proposed:

- 11.9736 mills for General Fund Operation**
- 3.0000 mills for Solid Waste**
- 3.0000 mills for Street Improvements (voter approved May 2015 for 5 years)**
- 1.5000 mills for Recreation (voter approved May 2015 for 3 years)**

The City of Albion has authority to levy the above millage amounts based on City Charter and previous voter approval. The previously adopted (December 2017) City budget for 2018 is based upon the above Millage levies.

Jill Domingo, City Clerk

Resolution #2018-16 To Set 2018 Tax Levy

History: The City Council of the City of Albion must determine the level of funding in the General Operation Fund for the fiscal year 2018. The ad valorem taxable value of real and personal property within the City of Albion as determined by the City Assessor is \$86,337,117. The City Council held a public hearing on June 18, 2018 to receive public comment regarding the proposed tax levies, which would levy a general operating tax rate at 11.9736 mills, a tax levy of 3.0000 mills for solid waste, levy a voted tax of 3.0000 mills dedicated to street improvement and levy a voted tax of 1.5000 mills for recreation.

Council member _____, supported by Council member _____, moved to approve the following resolution.

Resolved: That the City Council of the City of Albion hereby sets the FY 2018 tax millage as follows:

1. 11.9736 mills for General Fund operations, which will raise a total of \$1,033,766.
2. 3.0000 mills for solid waste, which will raise a total of \$259,011.
3. 3.0000 mills for Street Improvements, which will raise a total of \$259,011.
4. 1.5000 mills for Recreation operations, which will raise a total of \$129,505.

I hereby certify that the above resolution was adopted on June 18, 2018 in a regular 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
Study Session Minutes
May 31, 2018

I. CALL TO ORDER

Mayor Brown called the meeting to order at 6:30 p.m.

II. ROLL CALL

PRESENT: Council Members Maurice Barnes (1), Lenn Reid (2), Marcola Lawler (4), Jeanette Spicer (5) and Andrew French (6) and Mayor Brown.

ABSENT: Council Member Sonya Brown (3)

STAFF PRESENT:

Scott Kipp, Interim City Manager; Cullen Harkness, City Attorney and Jill Domingo, City Clerk.

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

No public comments were received.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. City Manager Search Consultant Jaymes Vettraino, Gov HR USA

Jaymes Vettraino, Vice President of GOV HR USA updated the Mayor and Council on the City Manager Search as follows:

The City's expectations taken from the City of Albion RFP dated April, 2018 are:

- Develop a comprehensive position profile
- Review the current compensation for the position
- Develop a position marketing strategy
- Screen candidates
- Personally, interview top candidates
- Conduct criminal, driver's, credit related background checks
- Deliver a report of top candidates to City Council
- Assist during the final interview and selection process
- Assist throughout the search process

Phase I: Position Assessment, Announcement and Brochure Development

- Information to gather will be as follows:

- Organizational chart and photographs
- Draft position description
- Pictures of the community (one or two high-resolution)
- Salary range and/or salary range development
- Background desired for the CM candidates
- Challenges and opportunities the CM will be expected to address
- What is the internal organization and city “really “like”

Stakeholders Interviews:

- Candidate experience and background
- Internal/Organizational challenges and opportunities
- External/community challenges and opportunities
- Other comments
- Targeting Tuesday, June 5, 2018 to be on site for interviews
- Albion City Manager Search Survey will be distributed throughout the Community via social media, City website, newsletter and local newspaper. The survey site will be <https://www.surveymonkey.com/r/Albion-CM>,. Important to involve the community in the search.
- Wage range-Encourages a wage range versus a number. A study has been completed of similar communities. Albion is unique in population and taxable value. A wage range allows candidates to apply. Consultant recommendation is \$95,000-\$105,000.

Phase 2: Advertising, Candidate Recruitment and Outreach

- The Albion position advertising recommendation is as follows:

| Local Government-Michigan | Cost | Notes |
|---|----------|------------------------------|
| ICMA-International City/County Managers Association | \$445.50 | approx. \$.20 per character |
| MML-Michigan Municipal League | \$300.00 | approx. depending on ad size |
| MAC-Michigan Association of Counties | \$75.00 | |
| MTA-Michigan Townships Association | \$300.00 | approx. depending on ad size |
| NACO-National Association of Counties | \$300.00 | |
| SGR-Strategic Govt Resources | \$50.00 | |
| Ohio Municipal League | \$50.00 | |
| Ohio City/County Management Association | FREE | |
| Illinois Municipal League | \$45.00 | |
| Illinois City/County Management Association | \$100.00 | |

| | | |
|-----------------------------------|------------------|---------------------------|
| Wisconsin City/County Mgt. Assoc. | \$50.00 | |
| Professional Diversity Network | \$495.00 | |
| Linked in | \$250.00 | |
| TOTAL | \$2460.50 | *Budget of \$2,500 |

Phase 3: Candidate Evaluation and Screening

- Every candidate application is personally reviewed and rated based on the criteria established in Phase 1
- Select candidates are asked to complete additional information
- Formal and informal references are checked
- Internet and social media searches are performed
- Personal Skype interviews are conducted with select candidates
- All applicants are professionally acknowledged

Phase 4: Presentation of Recommended Candidates

- Mr. Vettrano will return to the City and present a Recruitment Report with credentials of those candidates most qualified for the position. Professional binders will be prepared for the search committee and reviewed in order to prepare a short list of candidates for first round interviews.
- Throughout the process candidate confidentiality is a high priority and is always honored within the open records laws.

Phase 5: Interviewing Process

- The number of interviews, both the number of candidates and number of rounds of interviews will be determined after the presentation of the Recruitment Report.
- For all candidates that are recommended after Phase 4, GovHR will perform additional reference checks, verification of educational credentials and criminal background checks.
- The final interview process will be determined by the search committee and GovHR during Phase 5, including any additional assessments.

Phase 6: Appointment of Candidate

- GovHR will assist, as requested, with the drafting of an appropriate employment offer
- Mr. Vettrano will personally notify each interviewed candidate, providing them information regarding the search and the successful candidate.

Timeline for Albion City Manager

- Kickoff Date-May 31, 2018
- Projected End Date-September 10, 2018

- Weeks 1-2 **Phase 1: Position Assessment, Announcement and Brochure Development**
- Weeks 3-8 **Phase 2: Advertising, Candidate Recruitment and Outreach**
Phase 3: Candidate Evaluation and Screening
- Week 9 **Phase 4: Presentation of Recommended Candidates**
- Weeks 10-11 **Phase 5: Interviewing Process**
- Weeks 12 and 13 **Phase 6: Appointment of Candidate**

Questions/Comments from the Council were as follows:

- Is the Council basing the wage on a lot of experience or a lot of potential? Should not limit ourselves and should have a wage stages for additional years of experience. Would like to see the wage range set at \$85,000-\$110,000
- Would like the best of both worlds, but will listen to Council and consultant's advice on wage range as they have more experience
- GovHR will be responsible for weeding out candidates. A wide range allows for candidates to at least apply.
- Will the advertisement reach minority candidates? *Yes, they work through Professional Diversity Network.*
- GovHR will bring about eight (8) candidates for the Council to review and pare down to four (4) to six (6) to interview.
- May the Council review all applications that come in? *Yes, GovHR will give Council access to review all applications electronically.*
- Are there challenges other communities have had that we should be aware of. *Location could be a potential problem.*
- The brochure will highlight the challenges and opportunities of the community not the day to day duties.
- Encouraged Council to review the City Manager job description.
- Must follow the charter requirements.

Comments were received from Council Members French, Spicer and Barnes; Mayor Brown and Ryan Cotton, Vice-President GovHR USA.

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

Comments were received from Jim Stahl, 2770 H Drive and Brian Mull, 24772 J Drive.

- VI. ADJOURNMENT

French moved, Spicer supported, CARRIED, to ADJOURN Study Session. (6-0, vv).

Mayor Brown adjourned the Study Session at 7:27 p.m.

Date

Jill Domingo
City Clerk

City of Albion
Council Session Minutes
June 4, 2018

I. CALL TO ORDER

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

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

PRESENT: Maurice Barnes (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5), Andrew French (6) and Mayor Brown.

ABSENT: All members were present.

STAFF PRESENT:

Scott Kipp, Interim City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; John Tracy, Director Planning, Building & Code Enforcement; Tom Mead, Finance Director; Jim Lenardson, Director of Public Services and Haley Snyder, Deputy Clerk/Treasurer.

V. MAYOR AND COUNCIL MEMBER'S COMMENTS

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

VI. CITY MANAGER REPORT

Interim City Manager Kipp gave the following City Manager report:

- The City received the \$3,000 grant from the Marshall Community Foundation for the Albion-Marshall Connector.
- Interim Manager Kipp introduced new Deputy Clerk/Treasurer Haley Snyder.

VII. PRESENTATIONS

A. Albion-Marshall Resilient Communities Project-Linda LaNoue

Linda LaNoue and Ean Stewart gave the following presentation on the Albion-Marshall Resilient Project:

- The project began in 2017 so we are on year two (2) of the program
- Many events are offered to the Albion and Marshall communities through this project.
- Some upcoming events are as follows:
 - Bridging Differences in K-12 ED & Creating New Meaningful Connections-Saturday, June 9, 2018 1:30-4:30pm-Albion District Library-Facilitated by Dr. Shayla Reese Griffin, author of “Those Kids, Our Schools”
 - Arts and Industrialization-Remembering and Re-Imagining Marshall and Albion-Friday, August 3, 2018 6-9pm, Saturday, August 4, 1-4pm -Location TBD
 - Cultivating Oral Histories-Uncovering New Meaning in Our Stories-Monday, September 24, 2018 6-9pm; Tuesday, September 25, 2018 6-9pm-Starr Commonwealth
 - “Uncovering Our Stories” Performance, Saturday, September 29, 2018 7pm, Starr Commonwealth
 - More movie screenings, cookouts & special events announcements to come.
 - “The Common Thread” is an Albion-Marshall Resilient Communities new initiative. Between the two communities, there is a “Common Thread” that connects us. With this “Common Thread” in hand, the AMRCP seeks to weave together new opportunities for the residents of both cities to come together to engage, grow, learn and heal from each other’s experiences.
 - AMRCP website is AMRCP.org

Comments were received from Council Member Brown.

VIII. PUBLIC HEARINGS-None

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

Comments were received from Mauri Ditzler, EDC Chair, 501 E. Michigan Avenue; Al Smith, 1209 Adams St and David Atchison, 108 W. Erie St.

- X. CONSENT CALENDAR (vv) (Items on Consent Calendar are vote4d on as one unit)

A. Approval Regular Session Minutes, May 21, 2018

Council Member Barnes asked for corrections to the May 21, 2018 Regular Session Minutes.

French moved, Barnes supported, CARRIED, To Move Approval of May 21, 2018 Regular Session Minutes to Items for Individual Discussion-Item L. (7-0, vv)

XI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Request Approval to Place Delinquent Water Bills & Abatements on Tax Bills (RCV)

Comments were received from Mayor Brown and Finance Director Mead.

French moved, Reid supported, CARRIED, to Approve Placing Delinquent Water Bills & Abatements on Tax Bills as presented. (7-0, rcv)

B. Discussion-Income Tax Collection

Finance Director Mead stated in 2014 the State Treasury Department presented a proposal to the Governor whereby the State would launch a new service to assist with the administration of local city income taxes. The idea was to provide an alternative to the State's past practice of contracting with Innovative Software Services, who's services were used to administer local city income taxes for cities operating under emergency managers. The Governor bought into the idea and budgeted a couple of million in appropriations to start this new "department."

It was announced that the City of Detroit would be the first city to utilize this new service. The State would begin collecting Detroit's 2015 tax returns beginning on 1-01-2016. (Only the individual returns would be processed for 2015, as the State would not begin processing the corporate returns until 2017).

To date, Detroit is still the only city utilizing this service provided by the State. All other cities have opted to continue using Innovative Software Services for a number of reasons. The attached sheet shows some of the shortfalls of the State provided service.

On a final note, the council may recall that the State launched a similar service in the mid 1990's. At that time, the City of Albion was the only city who elected to take advantage of this service. After providing this service to the city for 6 years, the State decided abruptly that it wasn't feasible to continue providing this service. As a result, the city was required to quickly acquire software, storage and office space, and staffing to take over the administration of the local city income taxes. It was Innovative Software Services who came to the

aid of the city at that time, as they helped immensely with the conversion. He also noted that contracting with Innovative Software is less expensive than the State and provides more services. Contracting with the State would not eliminate the need for a staff person at the City. Income tax is approximately 33% of the City's revenue.

Mayor Brown asked when we would see an increase in income tax revenue from collections?

Finance Director Mead stated we should see a turn-around the third quarter of this year. He will track the revenue and provide a report to Council.

C. Discussion/Approval 608 Austin Avenue

French moved, Barnes supported, CARRIED, to Proceed with the Calhoun County Land Bank to add 608 Austin Avenue to their RFP for demolition. (7-0, rcv)

Comments were received from Council Members Barnes, French and Spicer; Director of Planning, Building & Code Enforcement Tracy; City Attorney Harkness and Krista Trout-Edwards, Director Calhoun County Land Bank.

D. Set Date for Rising Tide Meeting

Mayor Brown stated he will be working with the panelists and general audience to discuss topics from the initial Rising Tide Meeting. He is working with Emily at the State and will send out copies of the list and what was discussed to Council.

Comments were received from Council Member Lawler.

E. Set Date for Annual Clean-Up Day

Director of Public Services Lenardson stated Saturday, July 28, 2018 is slated for the Annual Clean-Up day. A flyer will be created and sent out. He is also working with the Calhoun County Recycling. The same two locations- Ketchum Field and Harris Park will be used again this year.

French moved, Lawler supported, CARRIED, To Approve Saturday. July 28, 2018 as Annual Clean-Up Day. (7-0, rcv)

F. Discussion-EDC & Albion Reinvestment Corporation

Council Member Brown stated that Albion Reinvestment Corporation (ARC) is a private non-profit entity and the Albion Economic Development Corporation

(EDC) is a public entity. She has concerns pertaining to where ARC's vision ends and the EDC's begins. She would like the Council to have a joint meeting with the EDC Board. She has heard concerns from citizens that feel the EDC & ARC are financially intertwined and because of this may allow access to opportunities to ARC that other investors may not have.

Council Member Barnes stated the Council did approve the agreement to allow ARC to pay ½ of the EDC Director's pay with the understanding that she would also be the Executive Director for ARC. This type of partnership is being used around the country. Integrity must be known and shown.

Council Member French wanted to clear up a few misconceptions: ARC is a non-profit who accepts any and all support of donations to support the downtown revitalization. This allows downtown to have viable businesses in them. The downtown revitalization would not be able to happen without the outside support of these types of organizations. We have already seen successes but unfortunately, there is a lot of misinformation in the community.

Council Member Brown stated she understands that these are tough conversations and she is not trying to detour progress. Her concern is the financial intertwining and how it may create an appearance of misconduct.

Mayor Brown stated there should be a frank and respectful conversation with the relationship with ARC and the EDC. There is a lot of positive energy in the community and supports the rescue of buildings from collapsing. He stated good clear boundaries are helpful and is also concerned about access to opportunities as things continue to improve.

The consensus of the Council is to set a joint meeting with the Albion Economic Development Board.

G. Discussion-Citizens Advisory Committee Community Development

Mayor Brown stated Citizens Advisory Committees for Community Development are able to be established by Charter. He would like to continue discussion and have on-going conversations on community development. He will work with the City Attorney to draft language.

H. Discussion of Cultural Diversity in Downtown Business Ownership

Council Member Spicer asked about exploring establishing a section of the downtown for minority business.

Council Member Barnes feels this is an inappropriate agenda item as downtown buildings are privately owned. He stated several years ago; the

State was offering a program that would loan \$30,000 to open and operate a business downtown and would also re-certify upstairs apartments. If the business was maintained for two years, the loan would be forgiven. He was unable to find anyone who was willing to take this offer.

Council Member Barnes directed negative comments to Council.

Council Members French and Spicer asked for Point of Order stating Council Member Barnes was off topic and making negative remarks.

Mayor Brown ruled that some of Council Member Barnes comments could be considered despairing comments and ask that comments be kept to the agenda item being discussed.

Council Member Barnes discussed the ARC and EDC development of the downtown area and also the former business district on Austin Avenue and churches located in and around Austin Avenue.

Council Member Brown asked for Point of Order stating that Council Member Barnes was off topic with regard to Austin Avenue and the churches in that area.

Council Member Barnes stated the Council has no authority with regard to who may own downtown businesses and made overall negative comments pertaining to race.

Council Member Brown asked for Point of Order as Council Member Barnes was off topic.

Council Member Brown asked for a short recess.

Mayor Brown denied the request for a short recess and responded that Council Member Spicer had spoke with him regarding this issue that had been brought up previously by former City Manager Mitchell. He does not feel that asking the question is inappropriate and that it would be irresponsible not to. He stated that access and development to diverse groups are asked for in some grants. The Council would need to find out what can be done legally.

Council Member French stated what we have in Albion is opportunity and it should be for everyone. We need to ask what we need to do to be a better Albion with the revitalization. He would like us to use language that talks about urban centers and to stop using race as a defining locator. We are a diverse community with the diversity spread throughout the community.

Council Member Reid stated the only color is green as in money. It should be about if you have the money to purchase buildings downtown and have a business plan, you can purchase the buildings.

Mayor Brown stated he will consult with the City Attorney before the next meeting to gather what types of resources are available and also the legal status of the request.

I. Request Approval Resolution # 2018-18, A Resolution Opposing House Bill 4158 (RCV)

Comments were received from Council Members Brown, Lawler and Spicer; City Attorney Harkness; Interim City Manager Kipp and Mayor Brown.

Spicer moved, French supported, **FAILED**, To Approve Resolution # 2018-18, A Resolution Opposing House Bill 4158 as presented. (3-4, rcv) (Brown, Lawler, Spicer and Mayor Brown dissenting).

J. Discussion/Approval 2019 Street Projects (RCV)

Director of Public Services Lenardson stated if we receive the funding from the ICE grant for Irwin Avenue, we would be able to use the \$375,000 small urban funding grant for an additional 2019 street project. He recommended the following three projects:

- East North Street-from N. Eaton St to Burr Oak St. (\$1,030,000)
- Haven Road-from S. Monroe St to City Limits (\$770,000)
- N. Clark St-from E. North St. to 200" South of B Drive North (\$595,000)

Director of Public Services Lenardson recommends the East North Street Project.

Comments were received from Council Members Reid, French, Barnes, Brown and Spicer; Mayor Brown and Finance Director Mead.

Mayor Brown asked for an amendment to the motion to include: In 2020, the intent is to seek street repair on Wild, 1st, 2nd, 3rd St and Hartwell area.

French moved, Reid supported, **CARRIED**, to Add to the Motion In 2020, the intent is to seek street repair on Wild, 1st, 2nd, 3rd St and Hartwell area. (6-1, rcv) (Barnes dissenting).

Barnes moved, French supported, **CARRIED**, To Approve the East North Street Project as the 2019 and in 2020, the intent is to seek street repair on

Wild, 1st, 2nd, 3rd St and Hartwell area. (5-2, rcv) (Barnes and Brown dissenting).

K. Discussion-Sale of City Owned Property for Parcels Adjacent to & North of 1000 W. Erie St.

Director of Planning, Building & Code Enforcement Tracy stated he had received interest in the purchase of the city owned property located adjacent to and north of 1000 W. Erie St. The potential buyer has purchase the 1000 W. Erie Street property. Director Tracy gave a brief overview of the property location and when it had been purchased by the City.

Comments were received from Dr. Baker who purchased the 1000 W. Erie Street property. He stated he is offering \$1.00 for all four parcels and would be responsible for closing cost and title insurance. Dr. Baker stated no buildings would be placed on the property that he would like to have trails for the residents. He is willing to provide any easements the City may need.

Mayor Brown asked if we have had any other interest in purchasing these properties? Director Tracy stated we had not had any other interest in these properties.

Council Member Lawler stated she is concerned the City is selling all their property for \$1.00

Council Member French would like an assessment of the property from the City Assessor.

L. Request Approval May 21, 2018 Regular Session Minutes

****Note Council Member Barnes objects to ruling made by Mayor Brown on agenda item Sale of City Owned Property Located at 702,704,706 & 708 W. W. Erie Street on the May 21, 2018 minutes.**

French moved, Reid supported, CARRIED, To Approve the May 21, 2018 Regular Session Minutes as presented. (6-1, rcv) (Barnes dissenting).

XII. Future Agenda Items

The following items were requested for the next agenda:

- Re-schedule rental certification meeting
- Schedule meeting with Attorney Scott Smith
- Approval of 608 Austin Avenue
- Vehicles being towed

Comments or future agenda items were received from Council Members Reid, Brown and Barnes and Mayor Brown.

XIII. Motion to Excuse Absent Council Member (s)

No action was necessary as all members were present.

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

Comments were received from John Dunklin, 1203 Second St; Dave Atchison, 108 W. Erie St; Mauri Ditzler, 501 E. Michigan Avenue; Bill Dobbins, 5901 E. Michigan Avenue; Andrew Texler, AmeriCorps VISTA member; Council Member French; Mary Slater, 517 E. Michigan Avenue; Gary Tompkins, Calhoun County Commissioner; Amy Deprez, Executive Director Albion Reinvestment Corporation and Economic Development Corporation and Mayor Brown.

XV. ADJOURNMENT

Spicer moved, Lawler supported, CARRIED, to ADJOURN Regular Council Session. (7-0, vv).

Mayor Brown adjourned the Regular Session at 9:50 p.m.

Date

Jill Domingo
City Clerk

Edward VanderVries

7160 Venice Drive

Portage MI 49024

Phone (269) 720-1928

Thursday, May 3, 2018

To: City of Albion

From: Edward K. VanderVries, MMAO IV, PPE

Re: Assessment Services

Please see my attached proposal for Assessment Services. I have also included my resume for your review. I can provide additional references if you would like, but you may contact any of the jurisdictions listed on my resume.

I look forward to meeting the full City Council in the future and hope you find this agreement beneficial for your assessment administration.

Sincerely,



Edward VanderVries, MMAO IV, PPE

Attach: Proposal
Resume

AGREEMENT FOR ASSESSMENT SERVICES
Beginning July 1st, 2018
City of Albion

SECTION 1. INTENT

- 1.1 It is the intent of this agreement to establish the terms, conditions, and responsibilities of Edward K. VanderVries hereinafter referred to as the “CONTRACTOR” and the City of Albion, hereinafter referred to as “City”, for the performance of the duties regarding Assessment Services for the City.

SECTION 2. CONTRACTORS RESPONSIBILITIES

- 2.1 Contractor agrees to provide an Assessor at the certification level required by the State Assessors Board. If at such time the state requires an increased level of certification, contractor will provide and assessor to meet said level within the time guidelines provided by the State of Michigan. All work hereinafter designated as to be completed by “Assessor” will be completed by Contractors designated assessor Joshua Cunningham to be listed with the State Tax Commission as the Assessor of Record. Additional assistants may be provided at Contractors expense.
- 2.2 4 days per month will be spent in the City by Assessor. Additional days may be required to complete the work, but these hours are designated for office hours and regularly scheduled fieldwork. In the event the Assessor or Assistant is unable to make the scheduled days, the Assessor or Assistant will make up those days, except days, which fall on legal holidays, and days that the City offices are closed. 8 days per year will be used for education and/or vacation. Days in the office shall include the following:
- 2.3 Work Days & Hours: TBD (Tentative Schedule – Wednesdays’ 8:00am – 12:00pm office and 1:00pm – 4:30pm for Field Inspections as needed.)
- 2.3.1 Days spent at the Michigan Tax Tribunal.
- 2.3.2 Board of Review attendance.
- 2.3.3 During the month of March, the Assessors responsibilities will be fulfilled by the Board of Review attendance. Board of Review meetings may be staffed by assistant.
- 2.3 The Assessor shall prepare the assessments for the ad valorem assessment roll and all special act rolls. The Contractor is not responsible for any special assessment rolls but will assist in the preparation and provide current information as requested.
- 2.4 Pick up new construction. This will be done through a physical review of new construction, through cooperation of the building department and through a review of building permits. A copy of all building permits will be provided for the Assessor’s use. All building permits must have the property code number entered on the permit.
- 2.5 The City shall also supply the Assessor with a copy of all fire calls involving improved properties, with property code numbers attached.
- 2.5 Eliminate across the board increases by developing ECF neighborhoods, land values, and applying any future increases/decreases to the areas in which they belong.
- 2.6 Prepare sales studies using available data.
- 2.7 File all forms and reports in a timely manner.

- 2.8 Respond to all equalization studies.
- 2.9 Assessor will prepare for and attend the Board of Review meetings or provide an designated assistant to attend. The meetings will be cooperatively scheduled between the City and the Assessor.
- 2.10 July and/or December Board of Review: The Assessor shall prepare for and attend or provide designated assistant to attend the July and December Board of Review.
- 2.11 Defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This includes all appeals which exist, or which may arise from the prior assessments. Upon termination of this contract, the City shall assume responsibility for any future or ongoing appeals. A written summary will be provided for any unsettled petitions.
- 2.12 Any appeals to the Entire Tribunal which require legal counsel will be supplied by the City. The City may employ another firm to prepare a supportable and defensible report. The Assessor will keep the City Manager informed of these appeals and supply the City with a recommendation and potential tax impact.
- 2.13 Establish good public relations and will work with and educate property owners to eliminate adversarial situations.
- 2.14 Conduct a personal property canvass to ensure that the personal property roll reflects equity. The Contractor will provide certified personal property examiners if personal property audits are determined to be necessary and will request audits be conducted by the county if certified personnel are available.
- 2.15 The STC is currently requesting, but not requiring, a mass re-inspection of 20% of real property annually. If it is determined during the term of this contract that a reappraisal requiring a site visit with measuring buildings and updating all information is required, a separate proposal will be provided to account for that work. As part of this contract, 20% of all real property will receive a site visit to update the photo, effective age, and verify that no buildings are missing or being assessed when they no longer exist. **(See section 4.3)**
- 2.16 The Contractor shall provide all necessary personal transportation and field equipment to perform the assessing functions.
- 2.17 The Contractor shall prepare an estimate for the City of items not covered under this agreement.

SECTION 3. TIME FRAME

- 3.1 This agreement for assessment services shall begin on July 1, 2018 and conclude June 30, 2021.
- 3.2 Both the City and the Contractor may cancel this agreement upon 60 days written notice.
- 3.3 Both parties may renegotiate this agreement 60 days prior to its conclusion.
- 3.4 The Contractor/Assessor will be required to perform the assessing duties under the laws, rules, and guidelines in existence as of the signing of this contract. Should the laws, rules, and or guidelines change during the term of this contract, then the Contractor and City shall be afforded the opportunity to renegotiate this contract.

SECTION 4. SERVICE FEES

- 4.1 The City shall pay a fee for the Assessment Services as follows:

4.2 Assessment Administration

- 4.2.1 Annually paid as follows:
- 4.2.2 Year 1 – July 2018 – June 2019 - \$3,400 per month.
- 4.2.3 Year 2 – July 2019 – June 2020 - \$3,500 per month.
- 4.2.4 Year 3 – July 2020 – June 2021 - \$3,600 per month.
- 4.2.5 Per the IRS, and Michigan Wage Department, \$100 per month will be paid to the Assessor of Record as an employee of City of Albion. This payment will be made utilizing the city's existing payroll program and time periods.
- 4.2.6 Payment for services listed in sub-sections **4.2.1 – 4.2.4** will be made for services not covered as an employee. The Contractor will provide a W-9 with all required information to be paid as a sub-contractor. Any work performed by assistants will be the responsibility of, and paid by, the Contractor. The Contractor will maintain general liability insurance and E&O insurance with City of Albion named as an additional insured, which will cover the contractor and all sub-contractors who will be performing work on behalf of City of Albion. Payment will be made to Edward K. VanderVries by the 10th day of each month.

4.3 Review, Reappraisal, & Field Inspection

- 4.3.1 As part of this contract, if a Full Reappraisal is required by the State or the City, the work will be completed by designated ECF Neighborhoods to ensure equity on the assessment roll. 20% of the City will be completed annually. The cost for this service will be **\$34.00 per parcel** and will include new measurements of all buildings, a new photo (Front & Back whenever possible), a sketch of the property improvements, and land & building details entered into the BS&A Assessing Software Database. The City will be billed separately for the re-valuation work as it is completed. A detailed report will be provided with the billing. (This section is optional and may be implemented with approval by the City)

4.4 Fee for mapping services as follows:

- 4.4.1 The Contractor/Assessor if required to approve/deny parcel splits, the Contractor reserves the right to split any fee charged by the City. The parcel split applications must include accurate surveys, sketches and legal descriptions and will be required to update the parcel database and maps.

SECTION 5. CITY RESPONSIBILITIES

- 5.1 The City shall provide property description cards containing needed initial information such as property number, legal description, owner, and address information, as well as all the present existing data and measurements. (It is understood that this information may be incomplete, which would be a good reason for the 20% per year full reappraisal approach.)
- 5.2 The City shall provide appropriate tax maps, office supplies, postage and mailing service if necessary. The City Hall will be utilized for meeting with taxpayers on the scheduled days in the City.
- 5.3 The City shall supply computer hardware and software to perform the pricing function. The City must maintain the hardware and software through a regular maintenance program. The Contractor will back up the system on a regular basis with alternate backup devices and provide copies to the City as requested or at least once per year. Any data loss because of hardware or software problems must be replaced at the City's expense.
- 5.4 The City may provide clerical support (if applicable) for customary correspondence, servicing simple inquiries, and Board of Review Minute taking and preparation.



Scott Kipp
City of Albion Manger

Edward VanderVries – MMAO IV, PPE
Contractor

Jill Domingo
City of Albion Clerk

YES NO
Record of City Vote

5/3/2018

Date

Date



AT&T Michigan
Lynn Dutton
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

June 1, 2018

Albion City Clerk
112 W Cass St
Albion, MI 49224

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Albion City Clerk,

This is a letter agreement which extends the existing METRO Act Permit issued by the City of Albion/Calhoun County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on December 31, 2018. The extension is for a term to end on December 31, 2023.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Telecommunications, METRO Act/Right of Way, and AT&T 5 Year permit extension.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Lynn Dutton via e-mail, LD1432@att.com or 248-424-0124.

Agreed to by and on behalf of the
City of Albion

By: _____
Signature

Its: _____

Date: _____

Michigan Bell Telephone Company d/b/a
AT&T acknowledges receipt of this
Permit Extension granted by the municipality.

By: _____
Lynn Dutton

Its: METRO Act Administrator

Date: _____

7/16/03

CITY OF ALBION, MICHIGAN
RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

This permit issued this 1st day of December 2003 by the City of Albion.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's City Manager or his or her designee.
- 1.3 MTA shall mean Act No. 179 of the Public Acts of 1991, as amended.
- 1.4 Municipality shall mean City of Albion, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean Michigan Bell Telephone Company, d.b.a. SBC, a Corporation organized under the laws of the State of Michigan whose address is 444 Michigan Avenue, Detroit, Michigan 48226.
- 1.7 Public Rights-of-Way shall mean public rights-of-way, streets, highways, bridges and alleys in Municipality to the extent Municipality has the ability to grant the rights set forth herein.
- 1.8 Telecommunications Services shall mean "telecommunications services" (as such term is defined in the MTA) but shall not include "cable service" as defined in Title VI of the Federal Communications Act of 1934, 47 U.S.C. § 522 (6).
- 1.9 Telecommunications System shall mean Permittee's lines, poles and related facilities in Municipality which it uses to provide Telecommunications Services, but shall not include a "cable system" as defined in Title VI of the Federal Communications Act of 1934, 47 U.S.C. § 522 (7).
- 1.10 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the MTA to Permittee for access to and ongoing use of the Public Rights-of-Way identified on Exhibit A to construct, install and maintain a Telecommunications System on the terms set forth herein.

- 2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.
- 2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunications System without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the MTA.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Rights-of-Way by telecommunications providers and to enter into agreements for use of the Public Rights-of-Way with and grant franchises for use of the Public Rights-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contracts, As-Built Plans

- 3.1 Permittee Contracts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunications System are as follows:
 - 3.1.1 The address, phone number and contact person at the Permittee's local office is:

Jeff Jonseck
SBC
2020 Bancroft
Port Huron, MI 48060
Telephone: 810-984-7016
Fax: 810-984-9649
 - 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunications System will not be located at the preceding local office, the location address, phone number and contact person for them is (N/A) .
 - 3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunications System is (same as above) .

3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunications System is (N/A) .

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven days a week, in the event of a public emergency. Emergency telephone number (800) 809-4340.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 As-Built Plans. If Municipality maintains a file of as-built drawings of facilities in the Public Rights-of-Way, and Municipality indicates below that it desires such drawings, without expense to Municipality, Permittee shall provide Municipality with "as-built" maps, records and plans showing the Telecommunications System in the Public Rights-of-Way. The "as-built" maps, records and plans shall be provided within thirty (30) days of the completion of the Telecommunications System and of any extensions, additions, or modifications to the Telecommunications System. This provision shall have prospective application only to construction performed after the Date of Issuance of this Permit.

 (Check if Municipality maintains a file of as-built drawings and wishes Permittee to furnish as-built drawings when Telecommunications System is completed.)

3.3 Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunications System or portions thereof in the Public Rights-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunications System.

4. Use of Public Rights-of-Way

4.1 No Burden on Public Rights-of-Way. Permittee, its contractors, subcontractors and the Telecommunications System shall not unduly burden or interfere with the present or future use of any of the Public Rights-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public

Rights-of-Way. If Municipality reasonably determines that any portion of the Telecommunications System constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunications System or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Rights-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Rights-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunications System to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay all costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunications System as follows: Aerial portions of the Telecommunication System shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunications System shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate aboveground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunications System shall have a conducting wire at the same depth as the cable and shall not be

required to provide the continuous colored tape. Portions of the Telecommunications System located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and toll-free telephone number.

- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunications System, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunications System. Except in emergencies, all trimming of trees in the Public Rights-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication System shall be performed pursuant to plans approved by Municipality. The open cut of any Public Rights-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunications System in a reasonably safe condition. If the existing poles in the Public Rights-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunications System underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunications System without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Rights-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Rights-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunications System, whether federal, state or local, now in force or which hereafter may be promulgated.

Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Rights-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's facilities in the vacated right-of-way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstance, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG", the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

- 4.13 Underground Relocation. If Permittee has its facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its facilities underground, then Permittee shall relocate its facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or sub-contractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5. Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Rights-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which the Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunications System in the Public Rights-of-Way Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy. (See Exhibit C for self insurance information)
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than workers' compensation and employer's liability).

All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 Contractors. Permittee's contractors and subcontractors working in the Public Rights-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).

6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 December 1, 2008; or

- 7.1.2 When the Telecommunications System has not been used to provide Telecommunications Services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
- 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one hundred and eight (180) days prior to the date of such termination; or
- 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunications System within the Public Rights-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunications System is not complete.

8 Performance Bond or Letter of Credit. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 251(3) of Act 179 of the Public Acts of 1991, as amended [MCL § 484.2251(3)].

9 Fees

- 9.1 The MTA shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with Public Rights-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunications System from the Public Rights-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Rights-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunications System which requires trenching or other opening of the Public Rights-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole costs and expense.

- 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.
- 10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Rights-of-Way all above ground elements of its Telecommunication System, including by not limited to poles, pedestal mounted terminal boxes and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunications System in the Public Rights-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunications System in those portions of the Public Rights-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Section 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Section 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunications System at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to City Clerk, City of Albion, 112 W. Cass Street, Albion, MI 49224, with a copy to City Manager, City of Albion, 112 W. Cass Street, Albion, MI 49224.

12.1.2 If to Permittee, to Jeff Jonseck, SBC, 2020 Bancroft, Port Huron, MI 48060.

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other Items

13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgment of receipt, below.

13.3 Authority. This Permit satisfies the requirement for a permit under sections 251 to 254 of the MTA.

13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such

determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

CITY OF ALBION

By: Michael J. Heun
Its: City Manager

Date: 12-1-03

Acknowledgment of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

SBC

By: Robert Megonuk
Its: OPERATIONS DIRECTOR

Date: 4-19-04

Exhibit A

Public Right-of-Way to be used by Telecommunication Facilities

All existing facilities assumed in all Existing Rights of Way in the Municipality shown on the "SBC Route Maps for PA 48" CD-ROM disc dated October 2003 that was submitted with the Application, which is considered part of this Permit and Exhibit. Calculations of lineal footages used in determining maintenance fees for municipality are based on these Maps, with the assumption SBC Michigan occupies all rights of ways.

Municipality's acceptance of the described CD-ROM disc, which shows the Roads, Rights of Ways and Routes existing facilities follow, but not the location of Permittee's existing facilities within those Rights of Way, is not a waiver of, nor an acknowledgement that the CD-ROM satisfies the requirement in Section 2.3 of the Application to: " Attach route maps showing the location of Applicant's existing and proposed facilities in the public rights of way", or the statutory basis for the language under section 6(5) of the METRO Act. If it is later determined by the MPSC, or a court of competent jurisdiction, in a final order that is not challengeable or appealable and binding on the Permittee: that the CD-ROM disc does not satisfy the requirements of Section 6(5) of the METRO Act, the Municipality reserves the right to require the Permittee to submit an amended Route Map that conforms to the requirements of, and within the timeframes set forth in the order or judgement.



City of Albion

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

APPLICATION FOR MEMBERSHIP AND/OR REAPPOINTMENT ON CITY BOARDS OR COMMISSIONS

Mail or Deliver Completed Application to: City of Albion
Garrett Brown, Mayor
112 W. Cass Street
Albion, MI 49224

The information in this Application is requested to assist the Mayor and/or City Council in selecting individuals to serve on City Boards & Commissions. Completion of the Application and Consent and Certification is mandatory for consideration of appointment.

Thank you for your interest in serving on a City of Albion board or commission. The Albion City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City (appointee does not have unpaid water/sewer bills, property taxes, income taxes).
- For most Boards & Commissions, appointee should be a resident of the City.

Name: Ashley Nicole Reniger
(First) (Middle) (Last)

Home Address: 4016 22 1/2 Mile Rd, Homer Telephone #: 269-420-6860

Place of Employment: David Brigham Real Estate Co.

Business Address: 504 S. Superior St, Albion Telephone #: 517-629-9461

E-Mail: Ashleyreniger@gmail.com Fax: _____

Title/Type of Work: Realtor

Length of Residence in City: — Own/Rent: _____ US Citizen: Y X N _____

Educational Background: I hold an Associates degree, also retain yearly licensing requirements for my real estate business.

Community Activities: I have helped with multiple community events; Juneteenth, Festival, etc.

List Board or Commission on which you are interested in serving (see attached descriptions):

- 1) Public Safety 2) _____
3) Pension Board 4) _____

Additional information on experience, qualifications, etc.:

I am a self employed business woman, I deal with local market trends when it comes to dealing with/financing real estate. My profession is directly related to local/state/national economies.

Please comment briefly on why you wish to serve on a particular board or commission. Be specific as to your goals and ideas regarding how you wish to contribute to the work of the board or commission:

I always love to further my knowledge and personal growth, as well as seeing my community grow in a positive manner.

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

No

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

I sold a building for the building authority.

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

No

REFERENCES:

Name: Jason Kern Relationship: Friend

Telephone #: 209-420-1500

Name: Carol Locke Relationship: Co-Worker

Telephone #: 517-937-0177

The following information and consent is necessary in order to conduct a proper review of your application for appointment. This information will be kept confidential.

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations to the City of Albion Office of the City Manager.

I hereby authorize the City of Albion to verify all the information I have provided on my application. I also agree to execute any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I release the City of Albion and agencies who have released information from all liability arising from information given or received.

I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge. I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from the eligible list or my immediate removal should such falsifications or misrepresentation be discovered after I am sworn in to any Board or Commission.

I, Ashley N. Reniger, certify that the information provided
(Please Print)

in this application is, to the best of my knowledge, true and accurate.

Date of Birth: 9-10-89

Signature: Ashley N Reniger Date: 5-29-18

It is the policy of the City of Albion to exercise its police power in order to ensure public safety, public health, and a person's general welfare. It is the intent of the City of Albion that no individual be denied equal protection of the laws, nor shall an individual be denied the enjoyment of his or her civil rights or be discriminated against because of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation or weight.

Resolution #2018-19

A RESOLUTION AUTHORIZING THE SALE OF PARCEL NO. 51-001-092-20 and
PARCEL NO. 51-001-092-10 TO THE ALBION MALLEABLE BREWING CO.

Purpose and Finding: As the council is aware, the council previously authorized the sale of two parcels of property to the Albion Malleable Brewing Company. Those parcels were parcel numbers 51-001-092-20 and 51-001-092-10 and were small portions of the alley behind the brewery and the sidewalk area adjacent to the building for the outdoor dining area. As part of that sale, the City reserved a right of first refusal as well as utility easements. That sale has been completed and the property has been transferred. For purposes of executing that sale for the City, a resolution was not required. In completing the title work for Albion Malleable Brewing Co., including the final policy for the loan for Albion Malleable to the Revolving Loan Fund of Albion, American Title Company of Jackson is requiring that a resolution authorizing the sale of the lots be recorded with the Calhoun County Register of Deeds. As such, the resolution has been drafted to reflect the City's agreement to said the above referenced lots to the Albion Malleable Brewing Co. Additionally, this resolution has been formatted for recording with the Calhoun County Register of Deeds.

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

RESOLVED, that the Albion City Council hereby authorizes the sale of Parcel No. 51-001-092-10 to the Albion Malleable Brewing Company for the sum of three hundred twenty-five (\$325.00) dollars;

BE IT FURTHER RESOLVED, the Albion City Council hereby authorizes the sale of Parcel No. 51-001-092-20 to the Albion Malleable Brewing Company for the sum of four hundred and forty-four (\$444.00) dollars;

BE IT FURTHER RESOLVED, that this resolution shall be recorded with the Calhoun County Register of Deeds;

Date: June 18, 2018

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on June 18, 2018.

Jill Domingo
City Clerk



STATE OF MICHIGAN - CALHOUN COUNTY
RECORDED
01/12/2018 9:01:45 AM
ANNE B. NORLANDER - CLERK/REGISTER OF DEEDS

RECEIPT# 4191, STATION 6
\$30.00 DEED



LIBER 4201

PAGE 420

3 EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (Agreement), is made ~~September~~ ^{November} 28, 2017, between the CITY OF ALBION, a Michigan municipal corporation, whose address is 112 W. Cass St., Albion, MI 49224 (Grantee), and the ALBION MALLEABLE BREWING COMPANY, LLC, a limited liability company in the State of Michigan, whose address is 2055 Aberdeen Ct., Rochester, MI 48306 (Grantor). Grantor, for the sum of one (\$1.00) dollar, paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants conveys, and releases to Grantee a perpetual easement ("Easement") for the construction, operation, installation, inspection, repair, maintenance, reconstruction and replacement and public use of Grantee-Owned Public Utilities (As defined below), over, under, and across the following described parcel of land ("Real Property"):

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

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

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

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

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



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

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

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

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

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

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

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

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

When recorded, return to: Cullen C. Harkness
The Harkness Law Firm, PLLC
4121 Okemos Rd., Suite 17
Okemos, MI 48864



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RECEIPT# 4191, STATION 6
DEED
\$30.00



LIBER 4201 PAGE 423

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (Agreement), is made ^{November} ~~September~~ 28, 2017, between the CITY OF ALBION, a Michigan municipal corporation, whose address is 112 W. Cass St., Albion, MI 49224 (Grantee), and the ALBION MALLEABLE BREWING COMPANY, LLC, a limited liability company in the State of Michigan, whose address is 2055 Aberdeen Ct., Rochester, MI 48306 (Grantor). Grantor, for the sum of one (\$1.00) dollar, paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants conveys, and releases to Grantee perpetual easement(s) ("Easement") for the construction, operation, installation, inspection, repair, maintenance, reconstruction and replacement and public use of Grantee-Owned Public Utilities (as defined below), over, under, and across the following described parcel of land ("Real Property"):

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

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

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

Public Utilities Easement:

A twelve (12) foot wide strip of land, being six (6) feet on either side of the storm sewer main which presently exists in the easement area that runs north and south. Grantor hereby grants and conveys to Grantee all of Grantor's right, title, and interest, if any, in all municipal utilities (such as, but not limited to, water mains, sanitary sewers, public storm sewers), and all equipment, piping, and related facilities incidental to such utilities, which may now or subsequently be located in the Easement Areas and which



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Harkness



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

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

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

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

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

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

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

This Easement is executed this 28 day of September, 2017,

GRANTOR: John Rogers
John Rogers



The foregoing instrument was acknowledged before me this 28th day of ~~September~~ ^{November}, 2017 by John Rogers.

JILL A DOMINGO
Notary Public - Michigan
Calhoun County
My Commission Expires Jul 20, 2020
Acting in the County of Calhoun

When recorded, return to: Cullen C. Harkness
The Harkness Law Firm, PLLC
4121 Okemos Rd., Suite 17
Okemos, MI 48864



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RECEIPT# 1662429, STATION 5
DEED
\$30.00



LIBER 4194

PAGE 672

2. QUIT CLAIM DEED

The Grantor, CITY OF ALBION, an incorporated municipality in the State of Michigan, whose address is 112 W. Cass Street, Albion, MI 49224 (Grantor) quit-claim(s) to the ALBION MALLEABLE BREWING COMPANY, LLC, a limited liability company in the State of Michigan, the Grantee, whose address is 2055 Aberdeen Ct., Rochester, MI 48306 (Grantee), the following described premises situated in the City of Albion, County of Calhoun, State of Michigan, to-wit: A part Ash Street between Blocks 64 and 75 of Plat of the Village (now City) of Albion as recorded in Liber 5 of Deeds, page end, as recorded in the Office of the Register of Deeds for Calhoun County, MI and being further described as:

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

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

for the sum of four hundred forty-four (\$444.00) dollars.

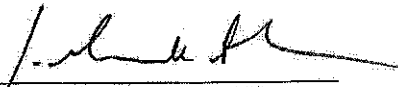
This conveyance is subject to easements, building, and use restrictions of record. If the Grantee elects to sell the land described herein, Grantor shall have a right of first refusal with respect to the purchase of the land, at the then fair market value, as determined by the City Assessor.

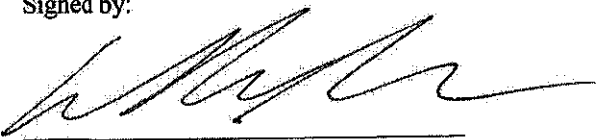
*This transaction is exempt from taxation pursuant to MCL 207.505(h)(i) and MCL 207.526(h) (i).

Dated this 6th day of December, 2017.

Signed in presence of:

Signed by:


J. Maxwell Habermann, Witness


Cullen C. Harkness, City of Albion Attorney



STATE OF MICHIGAN - CALHOUN COUNTY
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LIBER 4194

PAGE 673

STATE OF MICHIGAN
COUNTY OF INGHAM

The foregoing instrument was signed and acknowledged before me this 6th day of December, 2017, by
Cullen C. Harkness, City of Albion Attorney.

Lauren A. Elster, Notary Public
Oakland County, State of Michigan, Acting in
Ingham County
My Commission Expires: 01-12-2021

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

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

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



STATE OF MICHIGAN - CALHOUN COUNTY
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RECEIPT# 1662429, STATION 5
\$30.00 DEED



LIBER 4194 PAGE 670

QUIT CLAIM DEED

The Grantor, CITY OF ALBION, an incorporated municipality in the State of Michigan, whose address is 112 W. Cass Street, Albion, MI 49224 (Grantor) quit-claim(s) to the ALBION MALLEABLE BREWING COMPANY, LLC, a limited liability company in the State of Michigan, the Grantee, whose address is 2055 Aberdeen Ct., Rochester, MI 48306 (Grantee), the following described premises situated in the City of Albion, County of Calhoun, State of Michigan, to-wit: A part of Lot 8, Block 64 of Plat of the Village (Now City) of Albion as recorded in Liber 5 of deeds, page end, as recorded in the Office of the Register of Deeds for Calhoun County, MI and being further described as:

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

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

for the sum of three hundred twenty-five (\$325.00) dollars.

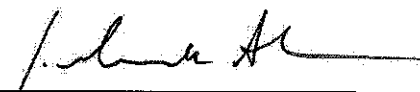
This conveyance is subject to easements, building, and use restrictions of record. If the Grantee elects to sell the land described herein, Grantor shall have a right of first refusal with respect to the purchase of the land, at the then fair market value, as determined by the City Assessor.

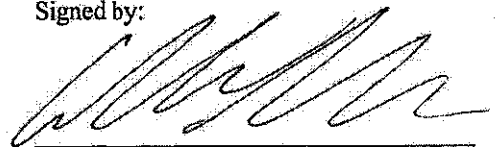
*This transaction is exempt from taxation pursuant to MCL 207.505(h)(i) and MCL 207.526(h) (i).

Dated this 6th day of December, 2017.

Signed in presence of:

Signed by:


J. Maxwell Habermann, Witness


Cullen C. Harkness, City of Albion Attorney



STATE OF MICHIGAN - CALHOUN COUNTY
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LIBER 4194

PAGE 671

STATE OF MICHIGAN
COUNTY OF INGHAM

The foregoing instrument was signed and acknowledged before me this 6th day of September, 2017, by
Cullen C. Harkness, City of Albion Attorney.

Lauren A. Elster, Notary Public
Oakland County, State of Michigan, Acting in
Ingham County
My Commission Expires: 01-12-2021

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

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

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

SKETCH

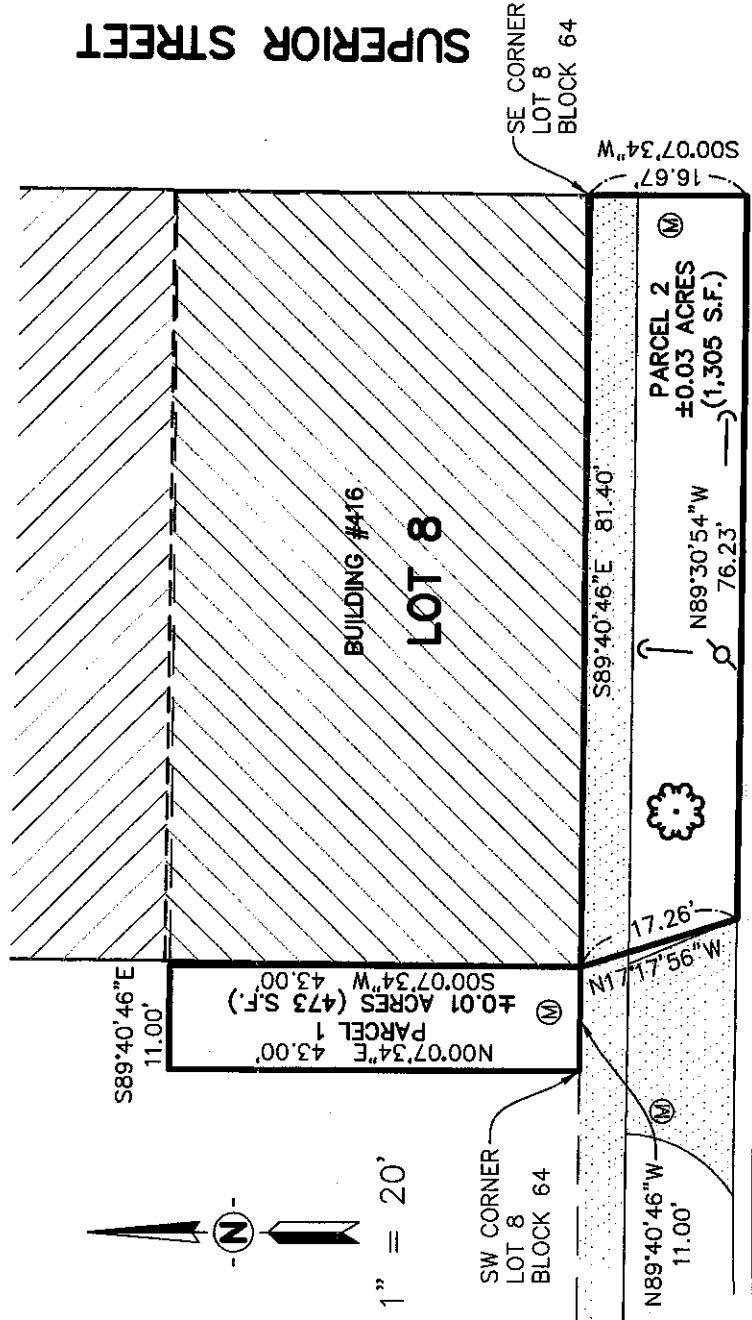
FOR: CITY OF ALBION

PARCEL 1

A part of Lot 8, Block 64 of Plat of the Village (now City) of Albion as recorded in Liber 5 of Deeds, page end, as recorded in the Office of the Register of Deeds for Calhoun County, Michigan and being further described as: Beginning at the Southwest Corner of Lot 8 of said Plat of the Village (now City) of Albion; thence N00°07'34"E, 43.00 feet along the West line of said Lot 8; thence S89°40'46"E, 11.00 feet; thence S00°07'34"W, 43.00 feet to the South line of said Lot 8; thence N89°40'46"W, 11.00 feet to the point of beginning; said parcel being subject to any easements or restrictions of use or record.

PARCEL 2

A part of Ash Street between Blocks 64 and 75 of Plat of the Village (now City) of Albion as recorded in Liber 5 of Deeds, page end, as recorded in the Office of the Register of Deeds for Calhoun County, Michigan and being further described as: Beginning at the Southeast Corner of Lot 8 of said Plat of the Village (now City) of Albion; thence S00°07'34"W, 16.67 feet along the West line of Superior Street; thence N89°30'54"W, 76.23 feet; thence N17°17'56"W, 17.26 feet to the South line of said Lot 8; thence S89°40'46"E, 81.40 feet to the point of beginning; said parcel being subject to any easements or restrictions of use or record.



ASH STREET

Professional Surveyor Seal for Michael A. Groat, State of Michigan, No. 39079. The seal includes a list of services: Recorded Distance, Measured Distance, Distance to Scale, Deed Line, Set 5/8" Bar, Found Iron Pins, Concrete and Asphalt, Deck or Porch, and Fence. The seal also includes the text 'Professional Surveyor' and 'State of Michigan'.

Michael A. Groat
Professional Surveyor
DATE 3-5-17
No. 39079

KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS
13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

| | |
|--------------------------|---------------------|
| DRAWN BY: BEB | SECTION 3, T3S, R4W |
| FIELD WORK BY: MJG | JOB NUMBER: 91682 |
| FIELD WORK DATE: 2/27/17 | SHEET 1 OF 1 |

SKETCH

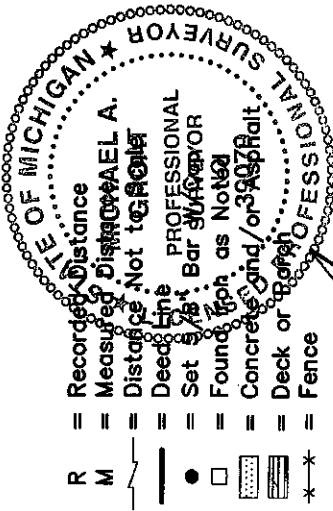
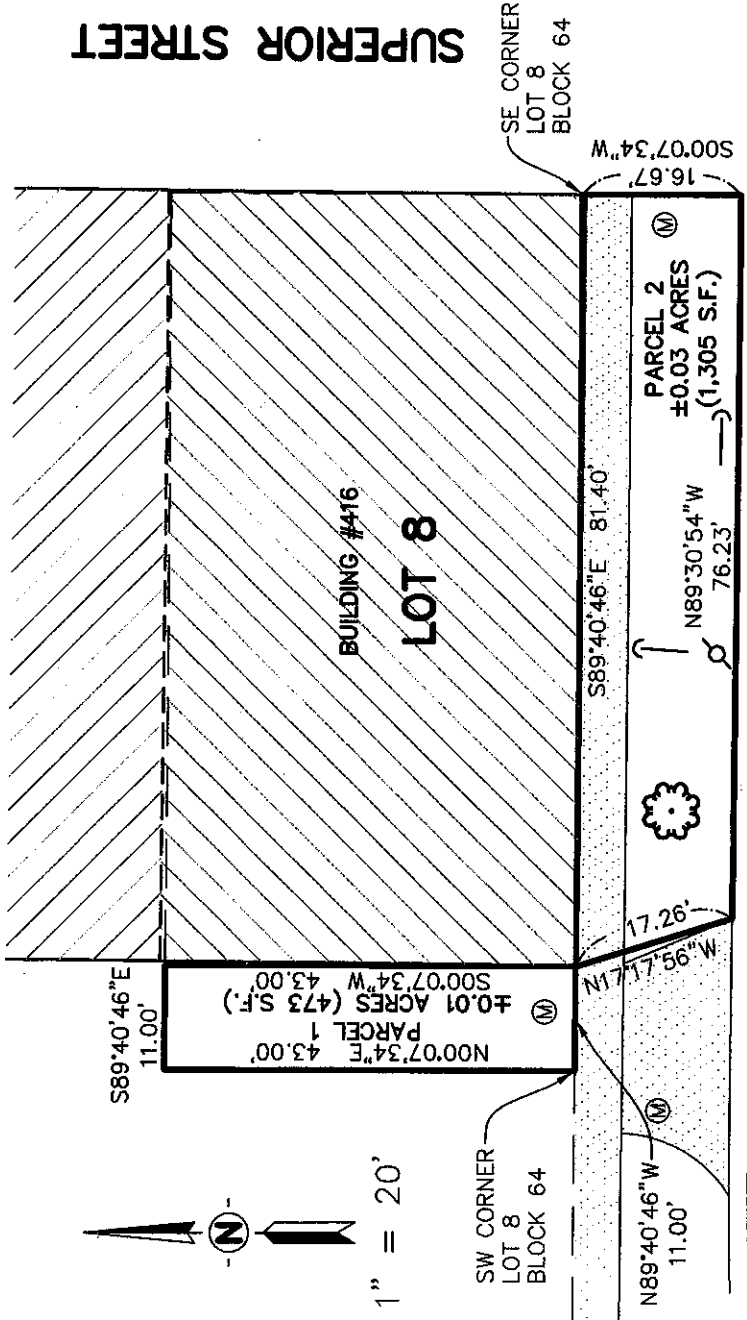
FOR: CITY OF ALBION

PARCEL 1

A part of Lot 8, Block 64 of Plat of the Village (now City) of Albion as recorded in Liber 5 of Deeds, page end, as recorded in the Office of the Register of Deeds for Calhoun County, Michigan and being further described as: Beginning at the Southwest Corner of Lot 8 of said Plat of the Village (now City) of Albion; thence N00°07'34"E, 43.00 feet along the West line of said Lot 8; thence S89°40'46"E, 11.00 feet; thence S00°07'34"W, 43.00 feet to the South line of said Lot 8; thence N89°40'46"W, 11.00 feet to the point of beginning; said parcel being subject to any easements or restrictions of use or record.

PARCEL 2

A part of Ash Street between Blocks 64 and 75 of Plat of the Village (now City) of Albion as recorded in Liber 5 of Deeds, page end, as recorded in the Office of the Register of Deeds for Calhoun County, Michigan and being further described as: Beginning at the Southeast Corner of Lot 8 of said Plat of the Village (now City) of Albion; thence S00°07'34"W, 16.67 feet along the West line of Superior Street; thence N89°30'54"W, 76.23 feet; thence N17°17'56"W, 17.26 feet to the South line of said Lot 8; thence S89°40'46"E, 81.40 feet to the point of beginning; said parcel being subject to any easements or restrictions of use or record.



3-5-17
MICHAEL A. GROAT
PROFESSIONAL SURVEYOR No. 39079
DATE
3-5-17

KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS
13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

| | |
|--------------------------|---------------------|
| DRAWN BY: BEB | SECTION 3, T3S, R4W |
| FIELD WORK BY: MJG | JOB NUMBER: 91682 |
| FIELD WORK DATE: 2/27/17 | SHEET 1 OF 1 |

INFORMATION
ONLY

Jill Domingo

From: John Tracy
Sent: Tuesday, June 12, 2018 9:00 AM
To: Jill Domingo
Subject: FW:
Attachments: 001-597-01.pdf; 001-597-02.pdf; 001-597-03.pdf; 001-598-02.pdf

Land values received from city assessor for four (4) city owned parcels adjacent to 1000 W. Erie Street as per request by Councilmen French.

| Parcel Number | Acres | Est. Land Value |
|-----------------|-------|------------------------|
| • 51-001-597-01 | 3.79 | 1,651 in flood plain |
| • 51-001-597-02 | 10.38 | 4,522 wet and low land |
| • 51-001-597-03 | 0.78 | 653 |
| • 51-001-598-02 | 10.14 | 4,417 in flood plain |

From: Julie Cain-Derouin
Sent: Friday, June 08, 2018 8:38 AM
To: John Tracy <jtracy@cityofalbionmi.gov>
Subject: RE:

SEE ATTACHED FOR VALUES.

From: John Tracy
Sent: Tuesday, June 05, 2018 4:32 PM
To: Julie Cain-Derouin <jcain-derouin@cityofalbionmi.gov>
Subject:

Julie,

An individual wants to purchase city owned property, City Council has requested values for the following city owned parcels:

- 51-001-598-02
- 51-001-597-01
- 51-001-597-02
- 51-001-597-03

John

John Tracy
Director of Planning, Building, Code Enforcement
City of Albion
112 W. Cass Street
Albion, Michigan 49224
Office: 517-629-7189
Fax: 517-629-7454

06/08/2018

| | | | | | | | | | | | |
|--|----------------|---|------------|------------|--|--------------------|----------------|----------------|-----------------|-----------------|---------------|
| Grantor | Grantee | Sale Price | Sale Date | Inst. Type | Terms of Sale | Liber & Page | Verified By | Pront. Trans. | | | |
| VANTAGE HEALTH CARE CORPOR | CITY OF ALBION | 18,400 | 07/28/1992 | QC | LAND ONLY SALE | 1646/104 | DEED | 0.0 | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Property Address | | Class: 702 EXEMPT VACANT | | Zoning: B3 | | Building Permit(s) | | Date | Number | Status | |
| W ERIE ST | | School: MARSHAL SCHLS W/ALBN DEBT | | | | | | | | | |
| | | P.R.E. 0% | | | | | | | | | |
| Owner's Name/Address | | MAP#: RIVERFRONT | | | | | | | | | |
| CITY OF ALBION 112 W CASS ST ALBION MI 49224 | | 2019 Est TCV Tentative | | | | | | | | | |
| | | Improved | X | Vacant | Land Value Estimates for Land Table 008.008-W ERIE | | | | | | |
| | | Public Improvements | | | * Factors * | | | | | | |
| | | Dirt Road Gravel Road Paved Road Storm Sewer Sidewalk Water Sewer Electric Gas Curb Street Lights Standard Utilities Underground Utils. | | | Description Frontage Depth Front Depth Rate %Adj. Reason Value | | | | | | |
| | | | | | SQ FT LOW 165092 SqFt 0.02000 50 IN FLOOD PLAIN, NO ROW 1 | | | | | | |
| Tax Description | | | | | 3.79 Total Acres Total Est. Land Value = 1,651 | | | | | | |
| PARCEL LOCATED IN CITY OF ALBION IN SECTION 34, T2S, R4W, COM AT SW COR OF E 1/2 OF THE SW 1/4 OF SAID SEC 34, TH N 01 DEG 39' 45" E, 185.72 FT FOR POB,..... TH CONT N 01 DEG 39' 45" E, 325.15 FT TO THE S BANK OF KALAMAZOO RIVER; TH ALONG A TRAVERSE OF SAID RIVER, S 87 DEG EAST, 160 FT; TH S 51 DEG 30' E, 414.09 FT; TH S 00 DEG 04' 16" W, 267.70 FT TO A POINT ON THE S LINE OF SD SEC, TH N 67 DEG 02' 25" W, 535.36 FT TO POB, INTENDING TO DESCRIBE ALL THE LAND TO THE WATERS EDGE OF THE KALAMAZOO RIVER, CONTINING 165,140 SF OR 3.79 ACRES | | | | | | | | | | | |
| Comments/Influences | | Level Rolling Low High Landscaped Swamp Wooded Pond Waterfront Ravine Wetland Flood Plain | | | Year | Land Value | Building Value | Assessed Value | Board of Review | Tribunal/ Other | Taxable Value |
| | | Who When What | | | 2019 | EXEMPT | EXEMPT | EXEMPT | | | EXEMPT |
| | | | | | 2018 | EXEMPT | EXEMPT | EXEMPT | | | EXEMPT |
| The Equalizer. Copyright (c) 1999 - 2009. Licensed To: City of Albion, County of Calhoun, Michigan | | | | | 2017 | 0 | 0 | 0 | | | 0 |
| | | | | | 2016 | 0 | 0 | 0 | | | 0 |

*** Information herein deemed reliable but not guaranteed***

Parcel Number: 13-51-001-597-02

Jurisdiction: ALBION CITY

County: CALHOUN

Printed on

06/08/2018

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|---|----------------|-----------------------------------|----------|------------|------------|--|--------------------|--------------|-------------|---------------|-----------------------------|-------|
| Grantor | Grantee | Sale Price | | Sale Date | Inst. Type | Terms of Sale | | Liber & Page | Verified By | Prcnt. Trans. | | |
| VANTAGE HEALTHCARE CORPORA | CITY OF ALBION | 10 | | 07/08/2011 | QC | NOT USED | | 3636/969 | DEED | 100.0 | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Property Address | | Class: 702 EXEMPT VACANT | | | Zoning: | | Building Permit(s) | | Date | Number | Status | |
| 998 W ERIE ST | | School: MARSHAL SCHLS W/ALBN DEBT | | | | | | | | | | |
| | | P.R.E. 0% | | | | | | | | | | |
| Owner's Name/Address | | MAP#: | | | | | | | | | | |
| CITY OF ALBION 112 W CASS ST ALBION MI 49224 | | 2019 Est TCV Tentative | | | | | | | | | | |
| | | | Improved | X | Vacant | Land Value Estimates for Land Table 008.008-W ERIE | | | | | | |
| | | Public Improvements | | | | * Factors * | | | | | | |
| | | | | | | Description | Frontage | Depth | Front | Depth | Rate %Adj. Reason | Value |
| | | | | | | SQ FT | LOW | 452153 | SqFt | 0.02000 | 50 WET AND LOW LAND, NO ROW | |
| | | | | | | 10.38 Total Acres Total Est. Land Value = | | | | | | 4,522 |
| Tax Description | | | | | | | | | | | | |
| COM AT THE INTERSECTION OF THE WEST LINE OF THE NEW YORK RAILROAD WITH THE CENTERLINE OF WEST ERIE ST, IN SECTION 3, T3S, R4W, CALHOUN COUNTY, CITY OF ALBION MICHIGAN; TH N 76DEG 15' 20" W ALONG CENTERLINE OF W ERIE ST, 216FT M/L; TH NLY ALONG W LN OF THE NE 1/4 OF NW 1/4 OF SD SEC, 534FT M/L TO POB;.. TH N 89DEG 00' 40" E, 531FT M/L TO A POINT WHICH IS 792FT W OF THE N&S 1/4 LINE OF SD SEC; NLY 700FT M/L; TH NW, 576FT M/L;TH S, 185FT M/L;TH W, 33FT M/L;TH S, 752FT M/L ALONG W LINE OF THE NE1/4 OF NW1/4 OF SD SEC TO POB. EXCEPTING ALL RIGHTS IN MINERALS, OIL AND GAS. EXCEPT BEGINNING AT THE SOUTHERLY 33FT THEREOF FOR ROADWAY PURPOSES AND THE SOUTHEASTERLY 20FT THEREOF FOR SEWER EASEMENT TO THE CITY OF ALBION. 10.38 +/- ACRES. | | | | | | | | | | | | |
| Comments/Influences | | | | | | | | | | | | |
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*** Information herein deemed reliable but not guaranteed***

Parcel Number: 13-51-001-597-03

Jurisdiction: ALBION CITY

County: CALHOUN

Printed on

06/08/2018

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|---|---------|-----------------------------------|-----------|--|--|--------------------|----------------|-----------------|
| Grantor | Grantee | Sale Price | Sale Date | Inst. Type | Terms of Sale | Liber & Page | Verified By | Prcnt. Trans. |
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| Property Address | | Class: 702 EXEMPT VACANT | | Zoning: | | Building Permit(s) | | Date |
| 930 W ERIE ST | | School: MARSHAL SCHLS W/ALBN DEBT | | | | | | |
| Owner's Name/Address | | P.R.E. 0% | | | | | | |
| CITY OF ALBION 112 W CASS ST ALBION MI 49224 | | MAP#: | | | | | | |
| | | 2019 Est TCV Tentative | | | | | | |
| Tax Description | | Improved | X | Vacant | Land Value Estimates for Land Table 008.008-W ERIE | | | |
| PARCEL LOCATED IN THE CITY OF ALBION, SECTION 3, T2S R4W. COM AT INTERSECTION N LINE OF WEST ERIE STREET WITH THE NE LINE OF THE RR ROW; TH NW, 525FT;TH S, 138FT; W, 58 FT;TH NW, 129FT;TH S, 125;TH W, 162FT ALONG N ROW ERIE STREET. +/- .775 ACRES. | | Public Improvements | | * Factors * | | | | |
| Comments/Influences | | Dirt Road | | Description | Frontage | Depth | Front | Depth |
| | | Gravel Road | | SQ FT | LOW | 32670 | SqFt | 0.02000 |
| | | Paved Road | | SQ FT | ROW | 1089 | SqFt | 0.00000 |
| | | Storm Sewer | | 0.78 Total Acres Total Est. Land Value = | | | | |
| | | Sidewalk | | Value | | | | |
| | | Water | | 653 | | | | |
| | | Sewer | | 0 | | | | |
| | | Electric | | 653 | | | | |
| | | Gas | | | | | | |
| | | Curb | | | | | | |
| | | Street Lights | | | | | | |
| | | Standard Utilities | | | | | | |
| | | Underground Utils. | | | | | | |
| | | Topography of Site | | | | | | |
| | | Level | | Year | Land Value | Building Value | Assessed Value | Board of Review |
| | | Rolling | | 2019 | EXEMPT | EXEMPT | EXEMPT | Tribunal/ Other |
| | | Low | | 2018 | EXEMPT | EXEMPT | EXEMPT | Taxable Value |
| | | High | | 2017 | 0 | 0 | 0 | 0 |
| | | Landscaped | | 2016 | 0 | 0 | 0 | 0 |
| | | Swamp | | | | | | |
| | | Wooded | | | | | | |
| | | Pond | | | | | | |
| | | Waterfront | | | | | | |
| | | Ravine | | | | | | |
| | | Wetland | | | | | | |
| | | Flood Plain | | | | | | |
| | | Who | When | What | 2019 | EXEMPT | EXEMPT | EXEMPT |
| | | | | | 2018 | EXEMPT | EXEMPT | EXEMPT |
| | | | | | 2017 | 0 | 0 | 0 |
| | | | | | 2016 | 0 | 0 | 0 |

The Equalizer. Copyright (c) 1999 - 2009.
 Licensed To: City of Albion, County of
 Calhoun, Michigan

*** Information herein deemed reliable but not guaranteed***

Parcel Number: 13-51-001-598-02

Jurisdiction: ALBION CITY

County: CALHOUN

Printed on

06/08/2018

| | | | | | | | | |
|--|----------------|-----------------------------------|------------|-------------------|--|-----------------|----------------|-------------------------|
| Grantor | Grantee | Sale Price | Sale Date | Inst. Type | Terms of Sale | Liber & Page | Verified By | Prcnt. Trans. |
| HOUSING AUTH | CITY OF ALBION | 12,168 | 01/01/1999 | WD | NOT USED | 1555/333 | DEED | 0.0 |
| | | | | | | | | |
| | | | | | | | | |
| Property Address | | Class: 702 EXEMPT VACANT | | Zoning: R3B | Building Permit(s) | Date | Number | Status |
| 1300.5 HILLSIDE RD | | School: MARSHAL SCHLS W/ALBN DEBT | | | | | | |
| | | P.R.E. 0% | | | | | | |
| Owner's Name/Address | | MAP#: | | | | | | |
| CITY OF ALBION 112 W CASS ST ALBION MI 49224 | | 2019 Est TCV Tentative | | | | | | |
| | | Improved | X | Vacant | Land Value Estimates for Land Table 008.008-W ERIE | | | |
| | | Public Improvements | | * Factors * | | | | |
| | | | | Description | Frontage | Depth | Front | Depth |
| | | | | SQ FT | LOW | 441698 | SqFt | 0.02000 |
| | | | | 10.14 Total Acres | | | | Total Est. Land Value = |
| | | | | | | | | 4,417 |
| Tax Description | | Dirt Road | | | | | | |
| COM AT SW COR SEC 34, T2S, R4W... TH N 01 | | Gravel Road | | | | | | |
| DEG 53 MIN 30 SEC EAST ALONG W LN SD SEC | | X Paved Road | | | | | | |
| 397.34 FT TO THE POB;.....TH CONT N | | X Storm Sewer | | | | | | |
| 01 DEG 53 MIN 30 SEC E ALONG SD W LN, | | X Sidewalk | | | | | | |
| 488.32 FT TO S EDGE OF KALAMAZOO RIVER; | | X Water | | | | | | |
| TH ALONG A TRAVERSE OF SD RIVER SOUTH 58 | | X Sewer | | | | | | |
| DEG E, 100 FT; TH S 19 DEG 30 MIN E, 150 | | X Electric | | | | | | |
| FT; TH S 77 DEG 30 MIN E, 200 FT; TH | | X Gas | | | | | | |
| NORTH 80 DEG 30 MIN E, 125 FT; TH 75 DEG | | X Curb | | | | | | |
| E, 350 FT; TH E, 300 FT; TH S 67 DEG E, | | Street Lights | | | | | | |
| 240.53 FT TO EAST LINE OF WEST 1/2 OF SW | | Standard Utilities | | | | | | |
| 1/4 OF OF SD SEC 34; TH S 01 DEG 39 MIN | | Underground Utils. | | | | | | |
| 45 SEC WEST ALONG SD LINE, 325.15 FT TO A | | Topography of Site | | | | | | |
| POINT 185.72 FT FROM THE S SEC LINE; TH | | Level | | | | | | |
| NORTH 78 DEG 17 MIN 33 SEC WEST, 1346.46 | | Rolling | | | | | | |
| FT TO THE POB. INTENDING TO DESCRIBE ALL | | Low | | | | | | |
| THE LAND TO THE MEANDER LINE OF THE | | High | | | | | | |
| KALAMAZOO RIVER, CONTAINING 441,693 SF OR | | Landscaped | | | | | | |
| 10.14 ACRES | | Swamp | | | | | | |
| Comments/Influences | | Wooded | | | | | | |
| | | Pond | | | | | | |
| | | Waterfront | | | | | | |
| | | Ravine | | | | | | |
| | | Wetland | | | | | | |
| | | Flood Plain | | | | | | |
| | | Year | Land Value | Building Value | Assessed Value | Board of Review | Tribunal/Other | Taxable Value |
| Who | | When | What | 2019 | EXEMPT | EXEMPT | EXEMPT | EXEMPT |
| BAL 06/06/1990 INSPECTED | | | | 2018 | EXEMPT | EXEMPT | EXEMPT | EXEMPT |
| SAM 09/02/1997 DATA ENTER | | | | 2017 | 0 | 0 | 0 | 0 |
| | | | | 2016 | 0 | 0 | 0 | 0 |

*** Information herein deemed reliable but not guaranteed***

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| GL NUMBER | DESCRIPTION | 2017 | | END BALANCE | YTD BALANCE | 2018 | % BDGT USED |
|--|-------------|----------------|--------|-----------------------|-----------------------|-----------------|-------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2017 (ABNORMAL) | 04/30/2018 (ABNORMAL) | ORIGINAL BUDGET | |
| Fund 101 - GENERAL FUND | | | | | | | |
| 000 - GENERAL | | 3,208,724.00 | | 3,189,286.38 | 662,102.67 | 3,288,650.00 | 20.13 |
| 209 - ASSESSING | | 5.00 | | 5.00 | 75.50 | 0.00 | 100.00 |
| 215 - CLERK | | 37.00 | | 36.60 | 33.60 | 100.00 | 33.60 |
| 260 - FINANCE DEPT AND/OR ABA GENERAL | | 350.00 | | 2,360.50 | 226.00 | 500.00 | 45.20 |
| 276 - CEMETERY | | 60,000.00 | | 69,312.74 | 19,946.06 | 80,000.00 | 24.93 |
| 345 - PUBLIC SAFETY | | 52,527.80 | | 59,735.82 | 12,713.74 | 81,773.00 | 15.55 |
| 422 - CODE ENFORCEMENT | | 93,308.00 | | 95,873.72 | 18,161.98 | 96,300.00 | 18.86 |
| 758 - ALBION RIVER/BIKE TRAIL | | 401,200.00 | | 222,611.87 | 1,202.21 | 0.00 | 100.00 |
| 775 - PARKS | | 2,625.00 | | 2,625.00 | 695.00 | 2,750.00 | 25.27 |
| 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 | 0.00 | 10,000.00 | 0.00 |
| TOTAL REVENUES | | 3,913,307.80 | | 3,732,674.52 | 719,860.92 | 3,585,073.00 | 20.08 |
| | | | | | | | |
| 101 - CITY COUNCIL | | 41,460.00 | | 37,474.62 | 9,013.17 | 45,255.00 | 19.92 |
| 172 - CITY MANAGER | | 113,791.00 | | 108,068.92 | 35,851.94 | 141,268.00 | 25.38 |
| 209 - ASSESSING | | 51,050.00 | | 46,834.14 | 16,351.15 | 50,050.00 | 32.67 |
| 210 - ATTORNEY | | 93,025.00 | | 92,982.41 | 37,557.37 | 95,375.00 | 39.38 |
| 215 - CLERK | | 90,030.00 | | 87,872.84 | 25,689.90 | 132,175.00 | 19.44 |
| 226 - HUMAN RESOURCES | | 24,330.00 | | 24,309.99 | 8,361.96 | 24,925.00 | 33.55 |
| 260 - FINANCE DEPT AND/OR ABA GENERAL | | 318,180.00 | | 292,686.68 | 107,010.66 | 369,465.00 | 28.96 |
| 265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST | | 96,445.00 | | 84,542.68 | 22,626.63 | 71,450.00 | 31.67 |
| 276 - CEMETERY | | 174,520.00 | | 159,187.40 | 37,496.63 | 164,494.00 | 22.80 |
| 345 - PUBLIC SAFETY | | 2,010,862.78 | | 2,005,134.34 | 638,037.21 | 2,082,100.00 | 30.64 |
| 422 - CODE ENFORCEMENT | | 175,847.00 | | 163,040.56 | 48,212.66 | 207,409.00 | 23.25 |
| 442 - CITY MAINTENANCE | | 197,821.00 | | 191,590.79 | 14,448.60 | 60,423.00 | 23.91 |
| 444 - TREE TRIMMING | | 18,202.00 | | 14,920.14 | 3,802.25 | 15,615.00 | 24.35 |
| 447 - ENGINEERING | | 10,886.00 | | 10,738.67 | 5,687.68 | 9,653.00 | 58.92 |
| 448 - STREET LIGHTING | | 0.00 | | 0.00 | 25,315.86 | 142,500.00 | 17.77 |
| 526 - EPA LANDFILL | | 8,600.00 | | 8,284.51 | 1,289.21 | 8,800.00 | 14.65 |
| 758 - ALBION RIVER/BIKE TRAIL | | 401,200.00 | | 222,611.87 | 1,202.21 | 0.00 | 100.00 |
| 775 - PARKS | | 212,222.00 | | 211,484.85 | 55,498.99 | 213,758.00 | 25.96 |
| 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 | 0.00 | 25,000.00 | 0.00 |
| 895 - GENERAL APPROPRIATION | | 190,200.00 | | 172,862.25 | 62,153.04 | 129,650.00 | 47.94 |
| TOTAL EXPENDITURES | | 4,313,202.78 | | 4,015,454.55 | 1,155,607.12 | 4,006,365.00 | 28.84 |
| | | | | | | | |
| Fund 101 - GENERAL FUND: | | | | | | | |
| TOTAL REVENUES | | 3,913,307.80 | | 3,732,674.52 | 719,860.92 | 3,585,073.00 | 20.08 |
| TOTAL EXPENDITURES | | 4,313,202.78 | | 4,015,454.55 | 1,155,607.12 | 4,006,365.00 | 28.84 |
| NET OF REVENUES & EXPENDITURES | | (399,894.98) | | (282,780.03) | (435,746.20) | (421,292.00) | 103.43 |

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|--------------------------------|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 202 - MAJOR STREETS FUND | | | | | | |
| 000 - GENERAL | | 640,612.00 | 674,684.21 | 121,559.68 | 700,170.00 | 17.36 |
| 487 - M-99 TRUNKLINE | | 37,000.00 | 64,254.41 | 0.00 | 40,000.00 | 0.00 |
| TOTAL REVENUES | | 677,612.00 | 738,938.62 | 121,559.68 | 740,170.00 | 16.42 |
| | | | | | | |
| 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 | 124,751.09 | 393,636.00 | 31.69 |
| 465 - TRAFFIC SERVICES | | 4,403.00 | 3,164.56 | 309.88 | 5,183.00 | 5.98 |
| 467 - WINTER MAINTENANCE | | 29,415.00 | 22,937.07 | 22,379.16 | 29,115.00 | 76.86 |
| 486 - I-94 TRUNKLINE | | 19,292.00 | 20,970.04 | 23,277.74 | 22,703.00 | 102.53 |
| 487 - M-99 TRUNKLINE | | 20,467.00 | 18,562.92 | 18,177.60 | 22,692.00 | 80.11 |
| 488 - M-199 TRUNKLINE | | 12,402.00 | 11,449.61 | 10,253.14 | 14,120.00 | 72.61 |
| 965 - TRANSFER OUT | | 203,000.00 | 203,000.00 | 0.00 | 193,000.00 | 0.00 |
| TOTAL EXPENDITURES | | 676,291.00 | 643,418.17 | 199,148.61 | 697,949.00 | 28.53 |
| | | | | | | |
| Fund 202 - MAJOR STREETS FUND: | | | | | | |
| TOTAL REVENUES | | 677,612.00 | 738,938.62 | 121,559.68 | 740,170.00 | 16.42 |
| TOTAL EXPENDITURES | | 676,291.00 | 643,418.17 | 199,148.61 | 697,949.00 | 28.53 |
| NET OF REVENUES & EXPENDITURES | | 1,321.00 | 95,520.45 | (77,588.93) | 42,221.00 | 183.77 |

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|--------------------------------|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 203 - LOCAL STREETS FUND | | | | | | |
| 000 - GENERAL | | 207,170.00 | 228,196.53 | 107,518.42 | 232,262.00 | 46.29 |
| 930 - TRANSFER IN | | 200,000.00 | 200,000.00 | 0.00 | 190,000.00 | 0.00 |
| TOTAL REVENUES | | 407,170.00 | 428,196.53 | 107,518.42 | 422,262.00 | 25.46 |
| | | | | | | |
| 461 - MAINTENANCE | | 353,201.00 | 334,203.99 | 94,656.16 | 365,956.00 | 25.87 |
| 465 - TRAFFIC SERVICES | | 7,620.00 | 6,082.32 | 854.96 | 7,377.00 | 11.59 |
| 467 - WINTER MAINTENANCE | | 28,225.00 | 20,998.70 | 24,467.54 | 30,315.00 | 80.71 |
| 965 - TRANSFER OUT | | 3,000.00 | 3,000.00 | 0.00 | 3,000.00 | 0.00 |
| TOTAL EXPENDITURES | | 392,046.00 | 364,285.01 | 119,978.66 | 406,648.00 | 29.50 |
| | | | | | | |
| Fund 203 - LOCAL STREETS FUND: | | | | | | |
| TOTAL REVENUES | | 407,170.00 | 428,196.53 | 107,518.42 | 422,262.00 | 25.46 |
| TOTAL EXPENDITURES | | 392,046.00 | 364,285.01 | 119,978.66 | 406,648.00 | 29.50 |
| NET OF REVENUES & EXPENDITURES | | 15,124.00 | 63,911.52 | (12,460.24) | 15,614.00 | 79.80 |

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|--------------------------------|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 208 - RECREATION FUND | | | | | | |
| 780 - RECREATION | | 140,991.00 | 155,527.24 | 6,890.29 | 160,665.00 | 4.29 |
| 782 - JUNIOR OPTMISTS - JOOI | | 50.00 | 750.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | | 141,041.00 | 156,277.24 | 6,890.29 | 160,665.00 | 4.29 |
| | | | | | | |
| 780 - RECREATION | | 137,495.00 | 122,527.40 | 40,874.12 | 160,387.00 | 25.48 |
| 782 - JUNIOR OPTMISTS - JOOI | | 500.00 | 424.34 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | | 137,995.00 | 122,951.74 | 40,874.12 | 160,387.00 | 25.48 |
| | | | | | | |
| Fund 208 - RECREATION FUND: | | | | | | |
| TOTAL REVENUES | | 141,041.00 | 156,277.24 | 6,890.29 | 160,665.00 | 4.29 |
| TOTAL EXPENDITURES | | 137,995.00 | 122,951.74 | 40,874.12 | 160,387.00 | 25.48 |
| NET OF REVENUES & EXPENDITURES | | 3,046.00 | 33,325.50 | (33,983.83) | 278.00 | .2,224.40 |

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|--------------------------------|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 226 - SOLID WASTE FUND | | | | | | |
| 000 - GENERAL | | 225,500.00 | 243,915.01 | (243.94) | 206,400.00 | (0.12) |
| TOTAL REVENUES | | 225,500.00 | 243,915.01 | (243.94) | 206,400.00 | (0.12) |
| 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 | 1,171.50 | 21,107.00 | 5.55 |
| 528 - SOLID WASTE | | 116,515.00 | 89,358.02 | 24,227.05 | 143,816.00 | 16.85 |
| 965 - TRANSFER OUT | | 25,500.00 | 25,500.00 | 0.00 | 25,500.00 | 0.00 |
| TOTAL EXPENDITURES | | 199,272.00 | 135,212.62 | 25,398.55 | 210,358.00 | 12.07 |
| Fund 226 - SOLID WASTE FUND: | | | | | | |
| TOTAL REVENUES | | 225,500.00 | 243,915.01 | (243.94) | 206,400.00 | 0.12 |
| TOTAL EXPENDITURES | | 199,272.00 | 135,212.62 | 25,398.55 | 210,358.00 | 12.07 |
| NET OF REVENUES & EXPENDITURES | | 26,228.00 | 108,702.39 | (25,642.49) | (3,958.00) | 647.86 |

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|---------------------------------------|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 265 - DRUG LAW ENFORCEMENT FUND | | | | | | |
| 000 - GENERAL | | 27,349.96 | 27,771.94 | 513.75 | 22,950.00 | 2.24 |
| 400 - FED DRUG LAW ENFOR - REIMBUR | | 25,000.00 | 29,244.11 | 3,974.07 | 25,000.00 | 15.90 |
| TOTAL REVENUES | | 52,349.96 | 57,016.05 | 4,487.82 | 47,950.00 | 9.36 |
| 333 - DRUG LAW ENFORCEMENT | | 73,475.23 | 76,014.05 | 11,916.48 | 32,250.00 | 36.95 |
| 400 - FED DRUG LAW ENFOR - REIMBUR | | 18,796.20 | 20,684.14 | 2,321.99 | 22,500.00 | 10.32 |
| TOTAL EXPENDITURES | | 92,271.43 | 96,698.19 | 14,238.47 | 54,750.00 | 26.01 |
| Fund 265 - DRUG LAW ENFORCEMENT FUND: | | | | | | |
| TOTAL REVENUES | | 52,349.96 | 57,016.05 | 4,487.82 | 47,950.00 | 9.36 |
| TOTAL EXPENDITURES | | 92,271.43 | 96,698.19 | 14,238.47 | 54,750.00 | 26.01 |
| NET OF REVENUES & EXPENDITURES | | (39,921.47) | (39,682.14) | (9,750.65) | (6,800.00) | 143.39 |

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|--|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 275 - ALBION BUILDING AUTHORITY FUND | | | | | | |
| 000 - GENERAL | | 4,432.00 | 4,567.62 | 1,209.13 | 4,293.00 | 28.17 |
| 264 - EDC BUILDING | | 26,992.00 | 27,991.94 | 2,313.34 | 0.00 | 100.00 |
| 265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST | | 1,512.00 | 1,512.00 | 630.00 | 1,512.00 | 41.67 |
| 271 - FIRE/AMBULANCE BUILDING | | 30,000.00 | 19,578.00 | 4,800.00 | 32,000.00 | 15.00 |
| 273 | | 0.00 | 1.00 | 1.00 | 0.00 | 100.00 |
| TOTAL REVENUES | | 62,936.00 | 53,650.56 | 8,953.47 | 37,805.00 | 23.68 |
| | | | | | | |
| 260 - FINANCE DEPT AND/OR ABA GENERAL | | 9,365.00 | 6,170.54 | 1,459.89 | 6,940.00 | 21.04 |
| 264 - EDC BUILDING | | 22,275.00 | 19,124.11 | 2,724.93 | 5,900.00 | 46.19 |
| 265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST | | 2,130.00 | 2,000.06 | 59.52 | 1,290.00 | 4.61 |
| 271 - FIRE/AMBULANCE BUILDING | | 25,000.00 | 15,710.68 | 4,763.79 | 25,600.00 | 18.61 |
| 273 - 112 E ERIE ST | | 1,813.00 | 1,614.93 | 1,009.95 | 1,900.00 | 53.16 |
| TOTAL EXPENDITURES | | 60,583.00 | 44,620.32 | 10,018.08 | 41,630.00 | 24.06 |
| | | | | | | |
| Fund 275 - ALBION BUILDING AUTHORITY FUND: | | | | | | |
| TOTAL REVENUES | | 62,936.00 | 53,650.56 | 8,953.47 | 37,805.00 | 23.68 |
| TOTAL EXPENDITURES | | 60,583.00 | 44,620.32 | 10,018.08 | 41,630.00 | 24.06 |
| NET OF REVENUES & EXPENDITURES | | 2,353.00 | 9,030.24 | (1,064.61) | (3,825.00) | 27.83 |

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|-----------------------------------|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 277 - ABA SEC 8 MAPLE GROVE | | | | | | |
| 000 - GENERAL | | 442,516.00 | 459,533.20 | 159,879.78 | 443,000.00 | 36.09 |
| TOTAL REVENUES | | 442,516.00 | 459,533.20 | 159,879.78 | 443,000.00 | 36.09 |
| 701 - ABA SEC 8 MAPLE GROVE | | 376,525.00 | 329,423.84 | 79,699.25 | 347,250.00 | 22.95 |
| 905 - DEBT SERVICE - BONDS | | 62,488.00 | 62,487.50 | 0.00 | 64,750.00 | 0.00 |
| TOTAL EXPENDITURES | | 439,013.00 | 391,911.34 | 79,699.25 | 412,000.00 | 19.34 |
| Fund 277 - ABA SEC 8 MAPLE GROVE: | | | | | | |
| TOTAL REVENUES | | 442,516.00 | 459,533.20 | 159,879.78 | 443,000.00 | 36.09 |
| TOTAL EXPENDITURES | | 439,013.00 | 391,911.34 | 79,699.25 | 412,000.00 | 19.34 |
| NET OF REVENUES & EXPENDITURES | | 3,503.00 | 67,621.86 | 80,180.53 | 31,000.00 | 258.65 |

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|-----------------------------------|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 367 - SIDEWALK PROGRAM FUND | | | | | | |
| 000 - GENERAL | | 133,904.00 | 149,967.02 | (1,111.26) | (3,500.00) | 31.75 |
| TOTAL REVENUES | | 133,904.00 | 149,967.02 | (1,111.26) | (3,500.00) | 31.75 |
| 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 | (1,111.26) | (3,500.00) | 31.75 |
| 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 | (1,111.26) | (203,500.00) | 0.55 |

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|---|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 590 - SEWER FUND | | | | | | |
| 000 - GENERAL | | 1,135,186.00 | 1,212,197.24 | 407,474.62 | 1,140,800.00 | 35.72 |
| 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 | 506,827.29 | 1,140,800.00 | 44.43 |
| | | | | | | |
| 536 - SEWER UTILITY OPERATIONS | | 1,341,789.00 | 1,200,370.43 | 377,589.69 | 1,319,962.00 | 28.61 |
| 542 - WWTP ENERGY IMPROVEMENTS | | 7,500.00 | 7,983.48 | 2,025.66 | 7,800.00 | 25.97 |
| 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 | 18,932.85 | 0.00 | 100.00 |
| 965 - TRANSFER OUT | | 148,400.00 | 148,400.00 | 0.00 | 148,400.00 | 0.00 |
| TOTAL EXPENDITURES | | 3,083,183.00 | 2,167,485.05 | 398,548.20 | 1,476,162.00 | 27.00 |
| | | | | | | |
| Fund 590 - SEWER FUND: | | | | | | |
| TOTAL REVENUES | | 2,720,680.00 | 2,702,350.79 | 506,827.29 | 1,140,800.00 | 44.43 |
| TOTAL EXPENDITURES | | 3,083,183.00 | 2,167,485.05 | 398,548.20 | 1,476,162.00 | 27.00 |
| NET OF REVENUES & EXPENDITURES | | (362,503.00) | 534,865.74 | 108,279.09 | (335,362.00) | 32.29 |

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|-----------------------------------|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 591 - WATER FUND | | | | | | |
| 000 - GENERAL | | 917,170.00 | 959,872.66 | 310,361.66 | 918,250.00 | 33.80 |
| 548 - WATERTOWER PAINTING PROJECT | | 0.00 | 0.00 | 250,000.00 | 0.00 | 100.00 |
| TOTAL REVENUES | | 917,170.00 | 959,872.66 | 560,361.66 | 918,250.00 | 61.02 |
| | | | | | | |
| 536 - WATER UTILITY OPERATIONS | | 971,968.00 | 944,799.30 | 322,472.53 | 998,520.00 | 32.30 |
| 540 - WELLHEAD PROTECTION | | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 548 - WATERTOWER PAINTING PROJECT | | 0.00 | 7,360.42 | 3,935.08 | 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 | 0.00 | 11,450.00 | 0.00 |
| TOTAL EXPENDITURES | | 1,087,892.00 | 966,833.72 | 326,407.61 | 1,010,470.00 | 32.30 |
| | | | | | | |
| Fund 591 - WATER FUND: | | | | | | |
| TOTAL REVENUES | | 917,170.00 | 959,872.66 | 560,361.66 | 918,250.00 | 61.02 |
| TOTAL EXPENDITURES | | 1,087,892.00 | 966,833.72 | 326,407.61 | 1,010,470.00 | 32.30 |
| NET OF REVENUES & EXPENDITURES | | (170,722.00) | (6,961.06) | 233,954.05 | (92,220.00) | 253.69 |

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
PERIOD ENDING 04/30/2018
% Fiscal Year Completed: 32.88

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| GL NUMBER | DESCRIPTION | 2017 AMENDED BUDGET | END BALANCE 12/31/2017 NORMAL (ABNORMAL) | YTD BALANCE 04/30/2018 NORMAL (ABNORMAL) | 2018 ORIGINAL BUDGET | % BDGT USED |
|---------------------------------|-------------|------------------------|--|--|----------------------------|----------------|
| Fund 661 - EQUIPMENT POOL FUND | | | | | | |
| 000 - GENERAL | | 296,202.00 | 296,886.52 | 125,417.26 | 268,575.00 | 46.70 |
| TOTAL REVENUES | | 296,202.00 | 296,886.52 | 125,417.26 | 268,575.00 | 46.70 |
| 770 - EQUIPMENT POOL | | 295,053.00 | 262,968.89 | 94,374.00 | 294,828.00 | 32.01 |
| 905 - DEBT SERVICE - BONDS | | 220.00 | 220.25 | 63.79 | 100.00 | 63.79 |
| 965 - TRANSFER OUT | | 17,850.00 | 17,850.00 | 0.00 | 17,850.00 | 0.00 |
| TOTAL EXPENDITURES | | 313,123.00 | 281,039.14 | 94,437.79 | 312,778.00 | 30.19 |
| Fund 661 - EQUIPMENT POOL FUND: | | | | | | |
| TOTAL REVENUES | | 296,202.00 | 296,886.52 | 125,417.26 | 268,575.00 | 46.70 |
| TOTAL EXPENDITURES | | 313,123.00 | 281,039.14 | 94,437.79 | 312,778.00 | 30.19 |
| NET OF REVENUES & EXPENDITURES | | (16,921.00) | 15,847.38 | 30,979.47 | (44,203.00) | 70.08 |
| TOTAL REVENUES - ALL FUNDS | | 9,990,388.76 | 9,979,278.72 | 2,320,401.39 | 7,967,450.00 | 29.12 |
| TOTAL EXPENDITURES - ALL FUNDS | | 10,800,372.21 | 9,249,881.04 | 2,464,356.46 | 8,989,497.00 | 27.41 |
| NET OF REVENUES & EXPENDITURES | | (809,983.45) | 729,397.68 | (143,955.07) | (1,022,047.00) | 14.08 |

FROM 04/01/2018 TO 04/30/2018

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

CASH AND INVESTMENT ACCOUNTS

| Fund Account | Description | Beginning Balance 04/01/2018 | Total Debits | Total Credits | Ending Balance 04/30/2018 |
|--------------|--------------------------------|---------------------------------|--------------|---------------|------------------------------|
| Fund 101 | GENERAL FUND | | | | |
| 001.00 | CASH | 49,279.17 | 244,635.19 | 320,986.77 | (27,072.41) |
| 002.00 | CASH - INCOME TAX ACCOUNT | 281,863.98 | 151,647.16 | 0.00 | 433,511.14 |
| 003.00 | CERTIFICATES OF DEPOSIT | 99,818.00 | 0.00 | 0.00 | 99,818.00 |
| 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 | 3,773.11 | 0.00 | 392.89 | 3,380.22 |
| 007.00 | CASH PARK FENCE | 17,519.10 | 5.95 | 0.00 | 17,525.05 |
| 017.00 | INVESTMENTS | 308,078.70 | 481.12 | 0.00 | 308,559.82 |
| | GENERAL FUND | 760,832.06 | 396,769.42 | 321,379.66 | 836,221.82 |
| Fund 202 | MAJOR STREETS FUND | | | | |
| 001.00 | CASH | 332,665.18 | 65,576.95 | 41,071.14 | 357,170.99 |
| 017.00 | INVESTMENTS | 100,655.17 | 157.20 | 0.00 | 100,812.37 |
| | MAJOR STREETS FUND | 433,320.35 | 65,734.15 | 41,071.14 | 457,983.36 |
| Fund 203 | LOCAL STREETS FUND | | | | |
| 001.00 | CASH | 132,214.28 | 87,473.24 | 27,536.29 | 192,151.23 |
| Fund 208 | RECREATION FUND | | | | |
| 001.00 | CASH | 82,095.89 | 1,094.50 | 8,495.26 | 74,695.13 |
| Fund 226 | SOLID WASTE FUND | | | | |
| 001.00 | CASH | 180,790.83 | 94.22 | 5,655.80 | 175,229.25 |
| 017.00 | INVESTMENTS | 52,695.83 | 82.30 | 0.00 | 52,778.13 |
| | SOLID WASTE FUND | 233,486.66 | 176.52 | 5,655.80 | 228,007.38 |
| Fund 250 | CDBG FUND | | | | |
| 001.01 | CDBG FUND CASH | 33,270.90 | 15.54 | 0.00 | 33,286.44 |
| Fund 265 | DRUG LAW ENFORCEMENT FUND | | | | |
| 001.00 | CASH | 5,211.71 | 0.15 | 4,920.99 | 290.87 |
| Fund 275 | ALBION BUILDING AUTHORITY FUND | | | | |
| 001.01 | FUND CASH ACCOUNT | 103,082.04 | 1,545.24 | 1,245.62 | 103,381.66 |
| 004.00 | PETTY CASH | 276.76 | 0.00 | 0.00 | 276.76 |
| | ALBION BUILDING AUTHORITY FUND | 103,358.80 | 1,545.24 | 1,245.62 | 103,658.42 |
| Fund 277 | ABA SEC 8 MAPLE GROVE | | | | |
| 001.01 | FUND CASH ACCOUNT | 199,105.12 | 39,475.71 | 27,724.85 | 210,855.98 |
| 002.00 | CASH - CAPITAL PROJECTS RESERV | 429,245.46 | 5,892.88 | 0.00 | 435,138.34 |
| 008.00 | CASH-SECURITY DEPOSIT | 25,763.99 | 25.00 | 0.00 | 25,788.99 |
| | ABA SEC 8 MAPLE GROVE | 654,114.57 | 45,393.59 | 27,724.85 | 671,783.31 |
| Fund 450 | STREET IMPROVEMENTS FUND | | | | |
| 001.00 | CASH | 27,638.18 | 14.87 | 0.00 | 27,653.05 |
| 017.00 | INVESTMENTS | 251,638.00 | 392.98 | 0.00 | 252,030.98 |
| | STREET IMPROVEMENTS FUND | 279,276.18 | 407.85 | 0.00 | 279,684.03 |
| Fund 452 | MDOT RECONSTRUCTION FUND | | | | |
| 001.00 | CASH | 141,435.84 | 0.00 | 0.00 | 141,435.84 |
| Fund 590 | SEWER FUND | | | | |
| 001.00 | CASH | 26,136.94 | 585,802.11 | 216,417.47 | 395,521.58 |
| 017.00 | INVESTMENTS | 306,736.36 | 479.05 | 0.00 | 307,215.41 |

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CASH SUMMARY BY ACCOUNT FOR CITY OF ALBION

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FROM 04/01/2018 TO 04/30/2018

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

CASH AND INVESTMENT ACCOUNTS

| Fund Account | Description | Beginning Balance 04/01/2018 | Total Debits | Total Credits | Ending Balance 04/30/2018 |
|-----------------|--------------------------------|------------------------------------|-----------------|------------------|---------------------------------|
| | SEWER FUND | 332,873.30 | 586,281.16 | 216,417.47 | 702,736.99 |
| Fund 591 | WATER FUND | | | | |
| 001.00 | CASH | 653,325.49 | 72,945.23 | 68,407.58 | 657,863.14 |
| 003.00 | CERTIFICATES OF DEPOSIT | 298,956.00 | 0.00 | 24.00 | 298,932.00 |
| 006.00 | RESTRICTED CASH - BOND RESERVE | 61,990.00 | 0.00 | 0.00 | 61,990.00 |
| 017.00 | INVESTMENTS | 357,221.20 | 557.86 | 0.00 | 357,779.06 |
| | | | | | |
| | WATER FUND | 1,371,492.69 | 73,503.09 | 68,431.58 | 1,376,564.20 |
| Fund 661 | EQUIPMENT POOL FUND | | | | |
| 001.00 | CASH | 228,223.37 | 21,659.96 | 12,734.63 | 237,148.70 |
| | | | | | |
| | TOTAL - ALL FUNDS | 4,791,206.60 | 1,280,054.41 | 735,613.29 | 5,335,647.72 |