



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

SPECIAL COUNCIL MEETING Monday, November 26, 2018

6:00 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

LaTonya Rufus
City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

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

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

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. PRESENTATIONS
- VI. PUBLIC HEARING
 - A. Industrial Development District-Minerals Technologies Inc.
(American Colloid Company/Harvard Site)
 - B. Exemption Certificate for a New Facility for Minerals Technologies Inc. (American Colloid Company/Harvard Site)
 - C. Request Approval Resolution # 2018-25, Resolution to Establish Industrial Development District for Minerals Technologies Inc. (American Colloid Company/Harvard Site)
 - D. Request Approval Resolution # 2018-26, Resolution Approving Application of American Colloid Company for Industrial Facilities Tax Exemption Certificate for a New Facility
- VII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- VIII. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
 - A. November 5, 2018 Regular Session Minutes
- IX. ITEMS FOR INDIVIDUAL DISCUSSION



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

- A. Request Approval Resolution # 2018-28, To Exempt the City of Albion from the Requirements of the Michigan Publicly Funded Health Insurance Contribution Act from January 1, 2019 through December 31, 2019
- B. Request Approval Resolution # 2018-29, To Adopt A Local Pavement Warranty Program
- C. Request Approval Resolution # 2018-30, To Implement a Local Pavement Warranty Program
- D. Request Approval of Contract with Moore & Bruggink for Water & Wastewater Utility Roadmap
- E. Request Approval of Contract with Infrastructure Alternatives Inc. for Water Management Assistance
- F. Request Approval Resolution # 2018-31 A Resolution to Approve Bid and Entry into Agreement with Revitalize, LLC for Administrative Consulting Services as a Third Party CDBG Grant Administrator
- G. Request Approval Medical Marihuana Provisioning Center License-Greenhouse Farms Albion 1, LLC
- H. Discussion-2019 General Fund Budget
- X. Future Agenda Items
- XI. Motion to Excuse Absent Council Member(s)
- XII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required).
- XIII. CITY MANAGER REPORT
- XIV. MAYOR AND COUNCIL MEMBER COMMENTS
- XV. ADJOURN

NOTICE OF PUBLIC HEARING

RE: Public Hearing to consider an Industrial Development District- MINERALS TECHNOLOGIES INC. (American Colloid Company)/Harvard Site

A Public Hearing will be held in the matter of establishing an Industrial Development District.

Legal Description:

Parcel Number: 51-001-791-05 (601 N. Albion Street)

A parcel of land being a part of the W 1/2 of Section 34, Town 2 South, Range 4 West, City of Albion, Calhoun County, Michigan, more particularly described as follows: Commencing at the NW corner of said Section 34; thence S 00°15'27" W 2373.93 feet along the West line of said Section 34; thence S 89°44'33" E 2105.20 feet perpendicular to the West line of said Section 34 to the NE corner of Lot 20, "Industrial Park Subdivision No. 2"; thence N 16°17'04" E 7.08 feet to the SW'ly line of Austin Avenue; thence S 67°18'23" E 259.51 feet on said SW'ly line to the Point of Beginning; thence S 67°06'17" E 622.39 feet; thence S 02°45'18" W 598.65 feet; thence S 89°52'18" E 99.68 feet; thence S 89°32'45" E 447.0 feet; thence N 02°48'23" E 19.20 feet; thence S 86°40'46" E 219.70 feet; thence S 01°11'09" W 1219.58 feet on the West line of Albion Street to the Northerly line of Michigan Central Railroad right of way; thence N 73°41'09" W 2035.91 feet on said Northerly line; thence 363.06 feet along a curve to the left having a radius of 400.0 feet, delta 52°00'19", chord bears N 58°55'03" E 350.73 feet; thence N 33°16'37" E 139.0 feet; thence N 39°29'04" E 53.0 feet; thence 237.05 feet along a curve to the right having a radius of 425.0 feet, delta 31°57'26", chord bears N 59°41'23" E 233.99 feet; thence N 03°04'41" E 1030.06 feet to the Point of Beginning. Contains 1,991,171 square feet or 45.711 acres of land, more or less. Subject to all easements and restrictions of record, if any.

Parcel Number: 51-001-791-20 (807 Austin Avenue)

BUILDINGS ON LEASED LAND: ALBION CITY, SEC 34 BEG INT OF S LINE AUSTIN AVE AND W LINE ALBION ST, S 1504.9 FT, N 73DEG 53MIN W 2076.5 FT, N 16DEG 30MIN E 1645.5 FT, S 67DEG 21MIN E TO POB. CONTAINING 66.65 ACRES M/L INCLUDING 7.55 ACRES FOR MCAULIFFE PARK: PROPERTY ADDRESS: 807 AUSTIN AVE PARCEL CODE OF LAND: 13-51-001-791-00 PARCEL CODE FOR PERSONAL PROPERTY: 13-51-100-108-00

Parcel Number: 51-001-791-06 (601 N. Albion Street)

A parcel of land being a part of the W 1/2 of Section 34, Town 2 South, Range 4 West, City of Albion, Calhoun County, Michigan, more particularly described as follows: Commencing at the NW corner of said Section 34; thence S 00°15'27" W 2373.93 feet

along the West line of said Section 34; thence S 89°44'33" E 2105.20 feet perpendicular to the West line of said Section 34 to the NE corner of Lot 20, "Industrial Park Subdivision No. 2"; thence N 16°17'04" E 7.08 feet to the SW'ly line of Austin Avenue; thence S 67°18'23" E 259.51 feet on said SW'ly line; thence S 03°04'41" W 412.13 feet to the Point of Beginning; thence continuing S 03°04'41" W 617.93 feet; thence 237.05 feet along a curve to the left having a radius of 425.0 feet, delta 31 °57'26", chord bears S 59°41'23" W 233.99 feet; thence S 39°29'04" W 53.0 feet; thence S 33°16'37" W 139.0 feet; thence 363.06 feet along a curve to the right having a radius of 400.0 feet, delta 52°00'19", chord bears S 58°55'03" W 350.73 feet; thence N 73°41'09" W 41.81 feet to the Easterly line of "Industrial Park Subdivision No. 2"; thence N 16°34'41" E 1214.52 feet on said Easterly line; thence S 73°11'11" E 354.27 feet to the Point of Beginning.

Contains 432,114 square feet or 9.920 acres of land, more or less. Subject to all easements and restrictions of record, if any.

The Public Hearing is scheduled at the City Council session on Monday, November 26th, 2018 at 7 p.m.

In the Albion City Council Chambers, 112 West Cass Street, Albion, MI 49224.

This notice is offered under the provisions of Act 198 of 1974 and as subsequently amended.

Jill Domingo
City Clerk
City of Albion



NOTICE OF PUBLIC HEARING

Public Hearing to grant an Industrial Facilities Tax Exemption Certificate- AMERICAN COLLOID COMPANY

A Public Hearing will be held in the matter of granting an Industrial Facilities Tax Exemption Certificate.

Legal Description:

Parcel Number: 51-001-791-20 (807 Austin Avenue)

BUILDINGS ON LEASED LAND: ALBION CITY, SEC 34 BEG INT OF S LINE AUSTIN AVE AND W LINE ALBION ST, S 1504.9 FT, N 73DEG 53MIN W 2076.5 FT, N 16DEG 30MIN E 1645.5 FT, S 67DEG 21MIN E TO POB. CONTAINING 66.65 ACRES M/L INCLUDING 7.55 ACRES FOR MCAULIFFE PARK: PROPERTY ADDRESS: 807 AUSTIN AVE PARCEL CODE OF LAND: 13-51-001-791-00 PARCEL CODE FOR PERSONAL PROPERTY: 13-51-100-108-00

Parcel Number: 51-100-108-00

PERSONAL PROPERTY, INCLUDING MACHINERY & EQUIPMENT LOCATED AT 807 AUSTIN AVE, CITY OF ALBION. BUILDINGS ON LEASED LAND ASSESSED ON 100-108-01

The Public Hearing is scheduled on Monday, November 26, 2018 at 7 p.m. during the Council Meeting

In the Albion City Council Chambers, 112 West Cass Street, Albion, MI 49224.

This notice is offered under the provisions of Act 198 of 1974 and as subsequently amended.

Jill Domingo
City Clerk
City of Albion

Request to City of Albion for Industrial Development District

Date: September 10, 2018

Clerk for the City of Albion
112 W. Cass Street
Albion, Michigan 49224

Attention: Amy Deprez

Dear Ms. Deprez

American Colloid Company (ACC) a Delaware Company which is wholly-owned by Minerals Technologies Inc. (NYSE Symbol MTX) wishes to invest up to \$8.9 million to re-build its existing Albion Facility. By this letter, we are requesting that the City of Albion establish an Industrial Development District encompassing the proposed site of the new plant. We are required to file this written request prior to any construction activities.

Background Information about the Company

American Colloid Company (ACC) a Delaware Company which is wholly-owned by Minerals Technologies Inc. (NYSE Symbol MTX) wishes to invest up to \$8.9 million to re-build its existing Albion Facility.

Since the 1970's, ACC has been operating a facility in the City of Albion on land now leased from the Calhoun County Land Bank, since the 1970s. ACC is proposing to invest up to \$8.9 million to re-build its Albion Facility on this site.

The company plans to acquire an adjacent parcel of land to the existing location for future development ~~options~~, options, and to construct a completely new facility on the existing site.

Information about the Albion Facility

The Albion, Michigan facility currently produces Greensand Bond (Additrol®) for the Metalcastings industry in the Michigan area. Additrol blends are customized for each foundry to provide the best technical solution for a myriad of mold properties and characteristics important to our foundry customers. A typical Additrol blend is composed of sodium and calcium bentonites, along with carbonaceous additives – mainly ground bituminous coal (referred to as “seacoal” in the industry), and FLOCARB (ground leonardite). Other additives are also included in smaller percentages to help with flowability and other critical properties, including CELLFLO, Cereal, and soda ash.

Foundries mix Additrol product with silica or other specialty sands to create molds for castings. MTI is the leader in providing a “one stop shop” blend that is specifically formulated for the types of castings being produced, as well as the type of equipment used to produce these castings. Our “mine to market” mentality and vertical integration of foundry grade clay supplies, coupled with our technical service, superior supply chain and logistics capabilities are seen as a competitive advantage in an industry where consistency and on time delivery is critical to our customer's productivity.

Request to City of Albion for Industrial Development District

The Albion, Michigan facility is part of our Additrol network of 8 blending locations designed to serve the North American market. The plant typically ships to foundry customers located in Michigan and surrounding areas. MTI is the market leader in the U.S. greensand bond industry. The Albion, Michigan facility is close to large ferrous foundries in the Southern Michigan area has been a competitive advantage in terms of speed that enables us to keep delivery costs and inventory low. The competition has not been able to penetrate this geographic territory primarily due to MTI's key advantages in logistics just in time delivery, and customer service. Safe operations as well as reliability are crucial for MTI to protect our share and market leadership position in the industry.

Areas of the Albion plant show signs of deterioration and rust. The electrical distribution system at the Albion facility consists of 480V overhead distribution from the main service panel to the various areas of the plant, which is very old.

Location Information

The project will be located at 807 Austin Ave, Albion MI 49224 (a portion of 601 N, Albion Street larger parcel). The proposed industrial development district should include the following parcel numbers:

- Parcel 51-001-791-03 (Real Property Parcel, on leased land)
- Parcel 51-100-108-00 (Personal Property Parcel on leased land)
- Parcel 51-001-791-03 (Owned by Calhoun County Land Bank, [55.99-acre](#) site that includes the above two parcels for real and personal property.

Description of Project

ACC proposes to invest approximately \$8.9 million to rebuild the Albion facility, on the same site of the existing facility. The project's aim would be to strengthen Albion's competitive position to be able to serve both base and new customers, and to improve the safety and reliability of its operations.

The project proposes the construction of a 25 tons per hour (stph) complete Additrol blending facility, as well as enhancing controls over manufacturing by-products and combustible dust. The project cost includes the demolition of the existing facility and additional infrastructure requirements needed to facilitate the new facility for continuing operations within local, state, federal, and internal EHS standards, ensuring our ability to continually supply foundries in the Michigan area and maintain the logistics in the Michigan area.

The list of estimated project costs are shown below:

Rebuilding Capital Cost Estimates	
	Cost

Request to City of Albion for Industrial Development District

New Silo and Blender	4.400 M
Instrumentation and Electrical	1.400 M
Demolition of existing facility	1.000 M
Engineering and Project Management	0.800 M
Freight	0.070M
Total	7.670 M
Contingency (approx 12%)	1.000 M
Total w/contingency	8.700 M

There are currently 11 employees at the Albion facility. The re-built facility is expected to retain all current employees.

Alternatives to Albion Investment

ACC has a facility in Archibold Ohio, which would be used to perform many of the functions currently occurring at Albion. Michigan is a strategic location to the U.S. foundry industry, and ACC prefers to invest in the City of Albion. Customer feedback about a potential rebuild of Albion has been very positive.

Project Timing

We have estimated that all required permitting and approvals can be obtained between now and early January, 2019. Construction is estimated to begin in [April 2019](#), with a targeted completion date of [October 2019](#).

Additional Comments

ACC also plans to purchase "Parcel B" from Calhoun Land Bank, which is adjacent to the existing Albion facility land. Here is a description of that property:

Contains 432,114 square feet or 9.920 acres of land, more or less. Subject to all easements and restrictions of record, if any.

A parcel of land being a part of the W 1/2 of Section 34, Town 2 South, Range 4 West, City of Albion, Calhoun County, Michigan, more particularly described as follows:

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Request to City of Albion for Industrial Development District

16°34'41" E 1214.52 feet on said Easterly line; thence S 73°11'11" E 354.27 feet to the Point of Beginning.

Closing Comments

We are excited about our business prospects if the Albion facility can be rebuilt. This written request to the City of Albion to establish Industrial Development District is evidence of our enthusiasm for this project. We hope the City of Albion shares this excitement with us. We have asked Derrick Jones, the Director of our U.S. Specialty Plants, to travel from Belle Fourche South Dakota to attend the City Council meeting which would have our request on the City Council agenda – our hope is that this request can be placed on the agenda for the next City Council meeting, which is scheduled for September 17, 2018.

Please do not hesitate to contact me if you have any questions. My contact information is shown below.

Sincerely

JoAnn Coyne
Vice President
Metalcasting & Basic Minerals Division
35 Highland Avenue | Bethlehem | PA | 18017
Office: 484-403-7938
Cell: 484-934-7081
Email: joann.coyne@mineralstech.com



Minerals Technologies Inc.
622 Third Avenue
38th Floor
New York, NY 10017-6707

Date: September 14, 2018

Clerk for the City of Albion
112 W. Cass Street
Albion, Michigan 49224

Attention: Amy Deprez

Dear Ms. Deprez

American Colloid Company (ACC) a Delaware Company which is wholly-owned by Minerals Technologies Inc. (NYSE Symbol MTX). ACC wishes to invest up to \$8.7 million to re-build its existing Albion Facility. By this letter, we are requesting that the City of Albion establish a Industrial Development District encompassing the proposed site of the new plant. We are required to file this written request prior to any construction activities.

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Since the 1970's, ACC has been operating a facility in the City of Albion on land now leased from the Calhoun County Land Bank, since the 1970s. ACC is proposing to invest up to \$8.7 million to re-build its Albion Facility on this site.

The company plans to acquire a parcel of land adjacent to the existing location for future development options at a cost of \$135,000, and to construct a completely new facility on the existing building site.

Information about the Albion Facility

The Albion, Michigan facility currently produces Greensand Bond (Additrol©) for the Metalcastings industry in the Michigan area. Additrol blends are customized for each foundry to provide the best technical solution for a myriad of mold properties and characteristics important to our foundry customers. A typical Additrol blend is composed of sodium and calcium bentonites, along with carbonaceous additives – mainly ground bituminous coal (referred to as "seacoal" in the industry), and FLOCARB (ground leonardite). Other additives are also included in smaller percentages to help with flowability and other critical properties, including CELLFLO, Cereal, and soda ash.

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Request to City of Albion for Industrial Development District

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Request to City of Albion for Industrial Development District

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Description of Project

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The project proposes the construction of a 25 tons per hour Additrol blending facility, as well as enhancing controls over manufacturing by-products and combustible dust. The project cost includes the demolition of the existing facility and additional infrastructure requirements needed to facilitate the new facility for continuing operations within local,

Request to City of Albion for Industrial Development District

state, federal, and internal EHS standards, ensuring our ability to continually supply foundries in the Michigan area and maintain the logistics in the Michigan area.

The list of estimated project costs is shown below:

Rebuilding Capital Cost Estimates Plus Land Purchase	
	Cost
New Silo and Blender	4.400 M
Instrumentation and Electrical	1.400 M
Demolition of existing facility	1.000 M
Engineering and Project Management	0.800 M
Freight	0.070M
Total	7.670 M
Contingency (approx 12%)	1.000 M
Total Cost to Re-build (w/contingency)	8.700 M
Cost to purchase land from Calhoun Land Bank	0.135M
Total Investment	8.835M

There are currently 11 employees at the Albion facility. The re-built facility is expected to retain all current employees.

Alternatives to Albion Investment

ACC has a facility in Archibold Ohio, which would be used to perform many of the functions currently occurring at Albion. Michigan is a strategic location to the U.S. foundry industry, and ACC prefers to invest in the City of Albion. Customer feedback about a potential rebuild of Albion has been very positive.

Project Timing

We have estimated that all required permitting and approvals can be obtained between now and early January, 2019. Construction is estimated to begin in April 2019, with a targeted completion date of November 2019.

Additional Comments

As mentioned above, ACC plans to purchase 51-001-791-03 from Calhoun Land Bank for an estimated price of \$135,000, which is adjacent to the existing Albion facility land.

Closing Comments

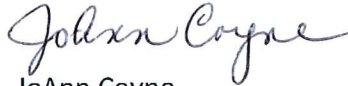
We are excited about our business prospects if the Albion facility can be rebuilt. This written request to the City of Albion to establish Industrial Development District is evidence of our enthusiasm for this project. We hope the City of Albion shares this excitement with us.

Request to City of Albion for Industrial Development District

We have asked Derrick Jones, the Director of our U.S. Specialty Plants, to travel from Belle Fouché South Dakota to attend the City Council meeting which would have our request on the City Council agenda – our hope is that this request can be placed on the agenda for the next City Council meeting, which is scheduled for October 1, 2018.

Please do not hesitate to contact me if you have any questions. My contact information is shown below.

Sincerely



JoAnn Coyne

Vice President

Metalcasting & Basic Minerals Division

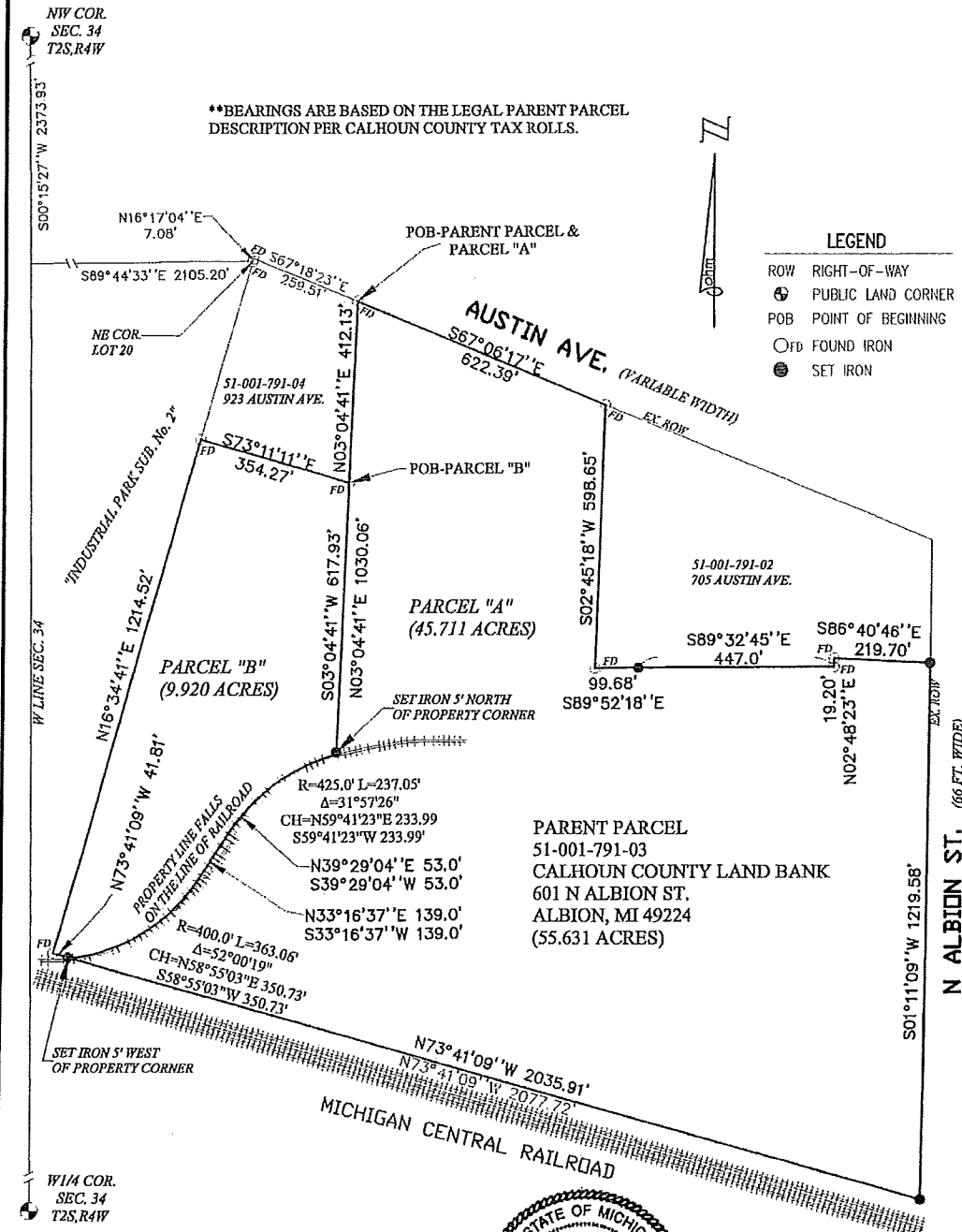
35 Highland Avenue | Bethlehem | PA | 18017

Office: 484-403-7938

Cell: 484-934-7081

Email: joann.coyne@mineralstech.com

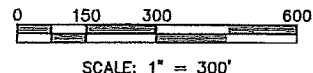
CERTIFICATE OF SURVEY



We hereby certify that we have surveyed and mapped the land above platted and/or described on June 20, 2018, and that the ratio of closure on the unadjusted field observations of such survey was 1/5000 or greater, and that all of the requirements of P.A. 132 of 1970, as amended, have been complied with.

OHM Advisors

Andrew W. Schripsema
Andrew W. Schripsema, P.S.
Michigan Professional Surveyor No. 55483



SCALE: 1" = 300'

CERTIFICATE OF SURVEY PART OF THE W 1/2 OF SECTION 34 T.2S., R.4W., CITY OF ALBION, CALHOUN COUNTY PARCEL ID# 51-001-791-03		SCALE 1" = 300' SHEET 1 OF 3	
DATE: 06-27-18	CITY OF ALBION	JOB # 0524-18-0010	
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM <small>Copyright 2018 OHM All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, without prior written consent of OHM.</small>			

CERTIFICATE OF SURVEY

PARENT PARCEL DESCRIPTION (51-001-791-03) (PER CALHOUN COUNTY TAX ROLLS)

A parcel of land being a part of the W 1/2 of Section 34, Town 2 South, Range 4 West, City of Albion, Calhoun County, Michigan, more particularly described as follows:

Commencing at the NW corner of said Section 34; thence S 00°15'27" W 2372.93 feet (recorded as 2373.29 feet) along the West line of said Section 34; thence S 89°44'33" E 2105.20 feet (recorded as 2105.40 feet) perpendicular to the West line of said Section 34 to the NE corner of Lot 20, "Industrial Park Subdivision No. 2"; thence N 16°17'04" E 7.08 feet (recorded as N 16°34'45" E 7.04 feet) to the SW'ly line of Austin Avenue; thence S 67°18'23" E 259.51 (recorded as S 67°22'39" E 259.61 feet) on said SW'ly line to the Point of Beginning; thence S 67°06'17" E 622.39 feet (recorded as S 67°22'39" E 620.97 feet); thence S 02°45'18" W 598.65 feet (recorded as S 02°43'07" W 601.71 feet); thence S 89°52'18" E (recorded as S 89°54'29" E) 99.68 feet; thence S 89°32'45" E 447.0 feet (recorded as S 89°27'58" E 446.78 feet); thence N 02°48'23" E 19.20 feet (recorded as N 01°51'35" E 19.30 feet); thence S 86°40'46" E (recorded as S 87°37'34" E) 219.70 feet; thence S 01°11'09" W (recorded as S 01°08'00" W) 1219.58 feet on the West line of Albion Street to the Northerly line of Michigan Central Railroad right of way; thence N 73°41'09" W (recorded as N 73°47'31" W) 2077.72 feet on said Northerly line to the Easterly line of "Industrial Park Subdivision No. 2"; thence N 16°34'41" E 1214.52 feet (recorded as N 16°34'45" E 1213.54 feet) on said Easterly line; thence S 73°11'11" E 354.27 feet (recorded as S 73°31'39" E 354.25 feet); thence N 03°04'41" E 412.13 feet (recorded as N 02°41'28" E 412.03) feet to the NE corner of said Lot 20 to the Point of Beginning.

Contains 2,423,285 square feet or 55.631 acres of land, more or less. Subject to all easements and restrictions of record, if any.

SECTION CORNER WITNESSES

NORTHWEST CORNER SECTION 34, T2S,R4W (G-11)
BERNTSEN MONUMENT IN MONUMENT BOX.

-N35°E 45.45' NAIL & TAG IN 24" CHERRY
-N30°E 91.10' NAIL & TAG IN UTILITY POLE
-N35°W 35.18' NAIL&TAG IN 38" BURR OAK
-S25°E 80.50' NAIL&TAG IN UTILITY POLE

WEST 1/4 CORNER SECTION 34, T2S,R4W (G-12)
HARRISON MONUMENT IN MONUMENT BOX.

-56 FEET SOUTH OF THE INTERSECTION OF STREETS IN PLAT
-N70°E 40.47' NAIL & TAG IN UTILITY POLE
-EAST 112.10' NAIL&TAG IN UTILITY POLE
-N40°W 169.50' NAIL&TAG IN 18" TWIN CHERRY

CERTIFICATE OF SURVEY		SCALE 1"=100'
PART OF THE W 1/2 OF SECTION 34		SHEET 2
T.2S., R.4W., CITY OF ALBION, CALHOUN COUNTY		OF 2
PARCEL 10# 51-001-791-03		
DATE: 06-27-18	CLIENT: CITY OF ALBION	JOB # 0524-18-0010
34000 Plymouth Road Livonia, MI 48150 P (734) 622-6711 F (734) 622-6427 WWW.OHM-ADVISORS.COM		
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CERTIFICATE OF SURVEY

PARCEL "A" DESCRIPTION

A parcel of land being a part of the W 1/2 of Section 34, Town 2 South, Range 4 West, City of Albion, Calhoun County, Michigan, more particularly described as follows:

Commencing at the NW corner of said Section 34; thence S 00°15'27" W 2373.93 feet along the West line of said Section 34; thence S 89°44'33" E 2105.20 feet perpendicular to the West line of said Section 34 to the NE corner of Lot 20, "Industrial Park Subdivision No. 2"; thence N 16°17'04" E 7.08 feet to the SW'ly line of Austin Avenue; thence S 67°18'23" E 259.51 feet on said SW'ly line to the Point of Beginning; thence S 67°06'17" E 622.39 feet; thence S 02°45'18" W 598.65 feet; thence S 89°52'18" E 99.68 feet; thence S 89°32'45" E 447.0 feet; thence N 02°48'23" E 19.20 feet; thence S 86°40'46" E 219.70 feet; thence S 01°11'09" W 1219.58 feet on the West line of Albion Street to the Northerly line of Michigan Central Railroad right of way; thence N 73°41'09" W 2035.91 feet on said Northerly line; thence 363.06 feet along a curve to the left having a radius of 400.0 feet, delta 52°00'19", chord bears N 58°55'03" E 350.73 feet; thence N 33°16'37" E 139.0 feet; thence N 39°29'04" E 53.0 feet; thence 237.05 feet along a curve to the right having a radius of 425.0 feet, delta 31°57'26", chord bears N 59°41'23" E 233.99 feet; thence N 03°04'41" E 1030.06 feet to the Point of Beginning.

Contains 1,991,171 square feet or 45.711 acres of land, more or less. Subject to all easements and restrictions of record, if any.

PARCEL "B" DESCRIPTION

A parcel of land being a part of the W 1/2 of Section 34, Town 2 South, Range 4 West, City of Albion, Calhoun County, Michigan, more particularly described as follows:

Commencing at the NW corner of said Section 34; thence S 00°15'27" W 2373.93 feet along the West line of said Section 34; thence S 89°44'33" E 2105.20 feet perpendicular to the West line of said Section 34 to the NE corner of Lot 20, "Industrial Park Subdivision No. 2"; thence N 16°17'04" E 7.08 feet to the SW'ly line of Austin Avenue; thence S 67°18'23" E 259.51 feet on said SW'ly line; thence S 03°04'41" W 412.13 feet to the Point of Beginning; thence continuing S 03°04'41" W 617.93 feet; thence 237.05 feet along a curve to the left having a radius of 425.0 feet, delta 31°57'26", chord bears S 59°41'23" W 233.99 feet; thence S 39°29'04" W 53.0 feet; thence S 33°16'37" W 139.0 feet; thence 363.06 feet along a curve to the right having a radius of 400.0 feet, delta 52°00'19", chord bears S 58°55'03" W 350.73 feet; thence N 73°41'09" W 41.81 feet to the Easterly line of "Industrial Park Subdivision No. 2"; thence N 16°34'41" E 1214.52 feet on said Easterly line; thence S 73°11'11" E 354.27 feet to the Point of Beginning.

Contains 432,114 square feet or 9.920 acres of land, more or less. Subject to all easements and restrictions of record, if any.

CERTIFICATE OF SURVEY		SCALE
PART OF THE W 1/2 OF SECTION 34		1"=100'
T.2S., R.4W., CITY OF ALBION, CALHOUN COUNTY		SHEET
PARCEL ID# 51-001-791-03		3
DATE:	CLIENT:	OF 3
06-27-18	CITY OF ALBION	
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
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Albion-Blending Plant

Upgrade and re-side warehouse

Take existing plant to grade and pave

"New" Plant

Truck Load

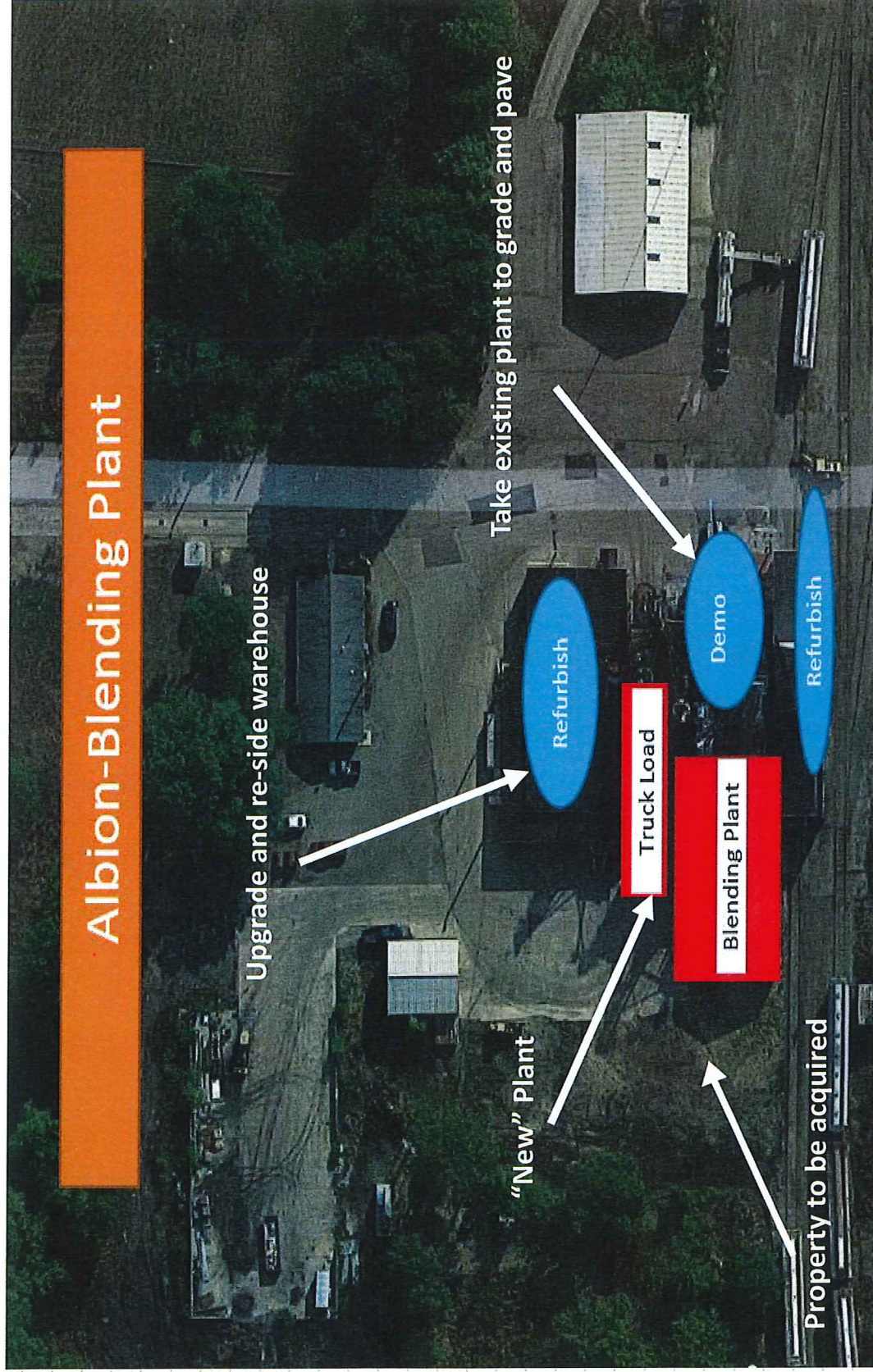
Blending Plant

Property to be acquired

Refurbish

Demo

Refurbish



Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit

STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) American Colloid Company		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code)	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 807 Austin Avenue, Albion MI 49224		▶ 1d. City/Township/Village (indicate which) Albion City	▶ 1e. County Calhoun
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		▶ 3a. School District where facility is located City of Albion	▶ 3b. School Code 13010
		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

ACC proposes to invest approximately \$8.9 million to rebuild the Albion facility on the same site of the existing facility. The project's aim would be to strengthen Albion's competitive position to be able to serve both base and new customers, and to improve the safety and reliability of its operations. See additional pages for more details.

6a. Cost of land and building improvements (excluding cost of land)	▶ 4,574,318
* Attach list of improvements and associated costs.	
* Also attach a copy of building permit if project has already begun.	
6b. Cost of machinery, equipment, furniture and fixtures	▶ 4,012,366
* Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs	▶ 8,586,684
* Round Costs to Nearest Dollar	
Total of Real & Personal Costs	

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	▶ 02/01/2019	11/19/2019	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	▶ 3/4/2019	8/20/2019	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 11	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion.
---	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

▶ 12a. Check the type of District the facility is located in:

☒ Industrial Development District ☐ Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit)
October 1, 2018


▶ 12c. Is this application for a speculative building (Sec. 3(8))?
☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

bob.kashmanian@mineralstech.com

13a. Preparer Name Robert S. Kashmanian	13b. Telephone Number 484 403 7934	13c. Fax Number 610 882 8679	13d. E-mail Address bob.kashmanian@minreal
14a. Name of Contact Person Todd Brown	14b. Telephone Number 770 387 7735	14c. Fax Number	14d. E-mail Address todd.brown@mineralstech
▶ 15a. Name of Company Officer (No Authorized Agents) JoAnn Coyne			todd.brown@mineralstech.com
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number 610-882-9846	15d. Date 9/26/18
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 35 Highland Avenue, Bethlehem, PA 18017		15f. Telephone Number 484 403 7938	15g. E-mail Address joann.coyne@mineralstec.

joann.coyne@mineralstech.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. LUCI Code		16d. School Code
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Area	Area Description	Asset Description	Estimated Cost
2	Blending	Building	\$1,942,499.27
5	Truck Loadout and Scale	Building	\$1,440,372.29
6	Rail Unloading Equipment	Structure	\$111,078.16
7	Rail Unload	Building	\$194,194.40
		Total Building and Structure	\$3,688,144.13
	Demo		\$160,000.00
	Permitting/Counsulting		\$135,000.00
	Asphalt (parking area and loadout)		\$229,361.00
	Mobilization		\$86,813.00
	Site Preparation		\$275,000.00
		Total Development/Improvement Costs	\$886,174.00
		Total Cost of Building and Improvements	\$4,574,318.13
2	Blending	Minor Ingredient Transfer System Filter/Airlock/Chain Drive	\$73,834.55
2	Blending	Outbound tank transfer system	\$59,501.68
2	Blending	Hand Add Station	\$29,701.80
2	Blending	CellFlo Supersack Unloading Station	\$95,584.85
2	Blending	Marion Mixers Mixing System (mixer, surge hopper, conveyor, fan, fire suppression)	\$601,715.59
2	Blending	Mixer Conveyor (gearbox, motor, screw)	\$14,454.51
2	Blending	Delumping System (Lump breaker, filter, fan, hopper)	\$98,885.71
2	Blending	Minor Weigh Hopper 5T System (Hopper, Filter, Load Cells)	\$65,895.82
2	Blending	Major Weigh Hopper 9T System (Hopper, Filter, Load Cells)	\$70,119.82
2	Blending	Cereal Tank System (Tank, load cells, ladders/platforms)	\$150,686.93
2	Blending	Cereal Tank Filter	\$13,741.51
2	Blending	Cereal Tank Conveyor	\$13,188.51
2	Blending	DC6 Tank System (Tank, load cells, ladders/platforms)	\$170,074.93
2	Blending	DC6 Tank Filter	\$15,033.51
2	Blending	DC6 Tank Conveyor	\$15,989.51
2	Blending	Milled coal Tank System (Tank, load cells, ladders/platforms)	\$173,325.93
2	Blending	Milled Coal Tank Filter	\$13,741.51
2	Blending	Milled Coal Tank Conveyor	\$13,188.51
2	Blending	Flocarb Tank System (Tank, load cells, ladders/platforms)	\$176,267.93
2	Blending	Flocarb tank filter	\$13,741.51
2	Blending	Flocarb tank conveyor	\$17,818.51
2	Blending	DC2 Tank System (Tank, load cells, ladders/platforms)	\$225,009.93
2	Blending	DC2 Tank filter	\$15,033.51
2	Blending	DC2 Tank conveyor	\$13,416.51
5	Truck Loadout and Scale	Outbound Dust Collection System	\$106,744.92
5	Truck Loadout and Scale	Outbound Storage Tank 207 (includes spouting, ladders, platforms, pads, load cells)	\$365,947.63
5	Truck Loadout and Scale	Outbound Storage Tank 208 (includes spouting, ladders, platforms, pads, load cells)	\$305,947.63
5	Truck Loadout and Scale	Outbound Storage Tank 209 (includes spouting, ladders, platforms, pads)	\$197,341.90
5	Truck Loadout and Scale	Outbound Storage Tank 210 (includes spouting, ladders, platforms, pads)	\$197,341.90
5	Truck Loadout and Scale	Outbound Storage Tank 211 (includes spouting, ladders, platforms, pads)	\$197,341.90
5	Truck Loadout and Scale	Outbound Storage Tank 212 (includes spouting, ladders, platforms, pads)	\$307,341.90
6	Rail Unloading Equipment	Railcar Vacuum Unload System	\$106,931.67
6	Rail Unloading Equipment	Railcar Pressure Unload System	\$77,473.69
		Total Equipment	\$4,012,366.26
		Total Costs	\$8,586,684.38
		Land Purchase	\$135,000.00
		Estimated Contingency	\$178,315.62
		Total Project Cost	\$8,900,000.00

City of Albion
INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF FEES

We swear and affirm by our signatures below that no payment of any kind in excess of the fee allowed by PA 198 of 1974, as amended by PA 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certification application.

City of Albion

Signed: _____

Printed Name: _____

Title: _____ Date: _____

Applicant: American Colloid Company

Signed: _____

Printed Name: _____

Title: _____ Date: _____

American Colloid
IFT AGREEMENT
Per P.A. 334 of 1993

INDUSTRIAL FACILITIES EXPEMPTION CERTIFICATE-LETTER OF AGREEMENT

This agreement between American Colloid, a Delaware Limited Liability Company, hereinafter "Company" and City of Albion, hereinafter "City" is for the purpose of fulfilling the requirements of P.A. 198, as amended, in P.A. 224, Section 22. In consideration of approval of this exemption certificate, the Company understands that through its investment of \$8.6 in real and personal property, and the City, by its investment of the IFT, are mutually investing in and benefiting from this economic development project, and, furthermore, agree to the following:

1. Company agrees that the facility for which it has filed the Application for IFT Exemption is a new facility.
2. Company agrees that the facility will be constructed in not more than two assessment years.
3. Company agrees to expend approximately \$8.6 million on the improvements that are the subject of the Application, of which \$4,574,318 is real property and improvements.
4. Company agrees that if the abatement is granted, it will not be held to any new job creation.
5. Company further agrees to retain the 11 positions for the duration of the Certificate.
6. City agrees that so long as the conditions of this agreement and the law are fulfilled, it will not seek to revoke the Tax Facility Exemption Certificate issued by the State of Michigan as a result of the Application during the term of the Certificate.
7. City and Company agree that any material violation of this Agreement shall be grounds to revoke the Industrial Facilities Exemption Certificate issued pursuant to this Application and City may pursue such remedies as provided by law.
8. Company agrees that if it ceases operation of its facility before the expiration of the Certificate granted in reliance of this contract it shall be liable to the City as partial liquidated damages the following:
 - a. A sum of money equal to the current total annual tax savings of this certificate divided by 12 and multiplied the number of months remaining in the year of closure not counting the month of closure. Said sum payable upon demand of the City.

Executed at City of Albion, Michigan the dates written below.

DATED: _____

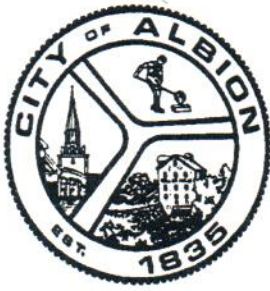
BY: _____

Its: City Manager

DATED: _____

BY: _____

Its: _____



City of Albion

Assessing Department
112 West Cass St
Albion, Michigan 49224

Assessing Department: 517-629-5535

Fax: 517-629-7452

Assessor: 517-629-5535

10/23/2018

To: Albion City Council,

Currently, the State Equalized Value (SEV) of real and personal property exempt from ad valorem taxes within the City of Albion as IFTs in relation to the total sum of the SEV of the City of Albion is .096%. By adding the values provided on the IFT application for real property, the ratio would increase to 3.3%.

Therefore, by granting the IFT being requested by American Colloid Company, the aggregate SEV of real property exempt from ad valorem taxes within the City of Albion would not exceed the 5% recommended benchmark of the total sum of the SEV of the City.

The estimated tax savings if granted would be approximately \$124,000.

Respectfully submitted,

Joshua Cunningham
Assessor

RESOLUTION # 2018-25

RESOLUTION TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT FOR MINERAL TECHNOLOGIES/AMERICAN COLLOID COMPANY/HARVARD SITE

WHEREAS, pursuant to PA 198 of 1974, as amended, this City Council has the authority to establish "Industrial Development Districts" within the City of Albion; and

WHEREAS, Mineral Technologies Inc./American Colloid Company/Harvard Site has petitioned this City Council to establish an Industrial Development District on its property located in the City of Albion, hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Albion Recorder and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on November 5, 2018 a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Albion were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Albion to establish the Industrial Development District as proposed; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Albion that the following described parcel of land situated in the City of Albion, Calhoun, and State of Michigan, to wit:

LEGAL DESCRIPTION:

Parcel Number: 51-001-791-05 (601 N. Albion Street)

A parcel of land being a part of the W 1/2 of Section 34, Town 2 South, Range 4 West, City of Albion, Calhoun County, Michigan, more particularly described as follows:

Commencing at the NW corner of said Section 34; thence S 00°15'27" W 2373.93 feet along the West line of said Section 34; thence S 89°44'33" E 2105.20 feet perpendicular to the West line of said Section 34 to the NE corner of Lot 20, "Industrial Park Subdivision No. 2"; thence N 16°17'04" E 7.08 feet to the SW'ly line of Austin Avenue; thence S 67°18'23" E 259.51 feet on said SW'ly line to the Point of Beginning; thence S 67°06'17" E 622.39 feet; thence S 02°45'18" W 598.65 feet; thence S 89°52'18" E 99.68 feet; thence S 89°32'45" E 447.0 feet; thence N 02°48'23" E 19.20 feet; thence S 86°40'46" E 219.70 feet; thence S 01 °11'09" W 1219.58 feet on the West line of Albion Street to the Northerly line of Michigan Central Railroad right of

way; thence N 73°41'09" W 2035.91 feet on said Northerly line; thence 363.06 feet along a curve to the left having a radius of 400.0 feet, delta 52°00'19", chord bears N 58°55'03" E 350.73 feet; thence N 33°16'37" E 139.0 feet; thence N 39°29'04" E 53.0 feet; thence 237.05 feet along a curve to the right having a radius of 425.0 feet, delta 31 °57'26", chord bears N 59°41'23" E 233.99 feet; thence N 03°04'41" E 1030.06 feet to the Point of Beginning.

Contains 1,991,171 square feet or 45. 711 acres of land, more or less. Subject to all easements and restrictions of record, if any.

Parcel Number: 51-001-791-20 (807 Austin Avenue)

BUILDINGS ON LEASED LAND: ALBION CITY, SEC 34 BEG INT OF S LINE AUSTIN AVE AND W LINE ALBION ST, S 1504.9 FT, N 73DEG 53MIN W 2076.5 FT, N 16DEG 30MIN E 1645.5 FT, S 67DEG 21MIN E TO POB. CONTAINING 66.65 ACRES M/L INCLUDING 7.55 ACRES FOR MCAULIFFE PARK: PROPERTY ADDRESS: 807 AUSTIN AVE PARCEL CODE OF LAND: 13-51-001-791-00 PARCEL CODE FOR PERSONAL PROPERTY: 13-51-100-108-00

Parcel Number: 51-001-791-06 (601 N. Albion Street)

A parcel of land being a part of the W 1/2 of Section 34, Town 2 South, Range 4 West, City of Albion, Calhoun County, Michigan, more particularly described as follows:

Commencing at the NW corner of said Section 34; thence S 00°15'27" W 2373.93 feet along the West line of said Section 34; thence S 89°44'33" E 2105.20 feet perpendicular to the West line of said Section 34 to the NE corner of Lot 20, "Industrial Park Subdivision No. 2"; thence N 16°17'04" E 7.08 feet to the SW'ly line of Austin Avenue; thence S 67°18'23" E 259.51 feet on said SW'ly line; thence S 03°04'41" W 412.13 feet to the Point of Beginning; thence continuing S 03°04'41" W 617.93 feet; thence 237.05 feet along a curve to the left having a radius of 425.0 feet, delta 31 °57'26", chord bears S 59°41'23" W 233.99 feet; thence S 39°29'04" W 53.0 feet; thence S 33°16'37" W 139.0 feet; thence 363.06 feet along a curve to the right having a radius of 400.0 feet, delta 52°00'19", chord bears S 58°55'03" W 350.73 feet; thence N 73°41'09" W 41.81 feet to the Easterly line of "Industrial Park Subdivision No. 2"; thence N 16°34'41" E 1214.52 feet on said Easterly line; thence S 73°11'11" E 354.27 feet to the Point of Beginning.

Contains 432,114 square feet or 9.920 acres of land, more or less. Subject to all easements and restrictions of record, if any.

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

RESOLVED, that the Albion City Council on this 26th day of November, 2018 does hereby establish Mineral Technologies/American Colloid Company/Harvard Site as an Industrial

Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Mineral Technologies Inc./American Colloid Company/Harvard Site Industrial Development District.

Date: November 26, 2018

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on November 26, 2018.

Jill Domingo

City Clerk

Resolution 2018-26

Resolution Approving Application of American Colloid Company for Industrial Facilities Tax

Exemption Certificate for a New Facility

WHEREAS, pursuant to P.A. of 1987 of 1974, M.C.L. 207.551 et seq., after duly noticed public hearings held on November 5, 2018, this City Council by resolution established Industrial Development District – MINERALS TECHNOLOGIES INC. (American Colloid Company)/Harvard Site; and

WHEREAS, American Colloid Company, has filed an application for an Industrial Facilities Tax Exemption Certificate with respect to plant expansion and new machinery and equipment within the Industrial Development District – MINERALS TECHNOLOGIES INC. (American Colloid Company)/Harvard Site; and

WHEREAS, before acting on said application, the City Council held a hearing on November 5, 2018, at the Council Chambers, City Hall, 112 W. Cass Street, at 7:00 p.m., at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction or installation of new machinery and equipment had not begun earlier than six (6) months before October 3, 2018, the date of the acceptance of the application for the Industrial Facilities Tax Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Albion; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Albion, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

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

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Albion:

1. The City Council finds and determines that the granting of the Industrial Facilities Tax Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Albion, or impairing the financial soundness of a taxing unity which levies ad valorem property taxes in the City of Albion.

2. The application of American Colloid Company for an Industrial Facilities Tax Exemption Certificate with respect to plant expansion and new machinery and equipment, to be installed on Development District, to wit:

Real Property Parcel Number: 51-001-791-20: BUILDINGS ON LEASED LAND: ALBION CITY, SEC 34 BEG INT OF S LINE AUSTIN AVE AND W LINE ALBION ST, S 1504.9 FT, N 73DEG 53MIN W 2076.5 FT, N 16DEG 30MIN E 1645.5 FT, S 67DEG 21MIN E TO POB. CONTAINING 66.65 ACRES M/L INCLUDING 7.55 ACRES FOR MCAULIFFE PARK: PROPERTY ADDRESS: 807 AUSTIN AVE
PARCEL CODE OF LAND: 13-51-001-791-00 PARCEL CODE FOR PERSONAL PROPERTY: 13-51-100-108-00

Personal Property Parcel Number: 51-100-108-00: PERSONAL PROPERTY, INCLUDING MACHINERY & EQUIPMENT LOCATED AT 807 AUSTIN AVE, CITY OF ALBION. BUILDINGS ON LEASED LAND ASSESSED ON 100-108-01

be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of twelve (12) years.

Date: November 26, 2018

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on November 26, 2018.

Jill Domingo

City Clerk

City of Albion
Council Session Minutes
November 5, 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:

LaTonya Rufus, City Manager; Scott Kipp, Chief Public Safety; Cullen Harkness, City Attorney, Jill Domingo, City Clerk; Kent Phillips, Interim Director Public Services; Tom Mead, Finance Director, Larry Williams, Recreation Director and John Tracy, Director Planning, Building & Code Enforcement.

V. PRESENTATIONS-None

VI. PUBLIC HEARINGS-None

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

No public comments were received.

VIII. CLOSED SESSION-The City Attorney requests a Closed Session under the Open Meetings Act (Section 15.268 (e), P. A. 267 of 1976, as amended) to consult with the City Attorney regarding trial or settlement strategy in connection with specific pending litigation.

French moved, Spicer supported, CARRIED to adjourn to Closed Session. (7-0, vv).

Mayor Brown adjourned to Closed Session at 7:07 p.m.

Mayor Brown re-convened the regular session at 7:17 p.m.

IX. CONSENT CALENDAR (vv) (Items on Consent Calendar are voted on as one unit)

A. Approval Regular Session Minutes, October 15, 2018

French moved, Spicer supported, CARRIED, to Approve Consent Calendar as presented. (7-0, vv)

X. ITEMS FOR INDIVIDUAL DISCUSSION

A. Discussion-Update on 608 Austin Avenue

Director of Planning, Building & Code Enforcement Tracy stated the County has asked that the payment for the demolition of 608 Austin Avenue be made in advance with a cost of \$21,175.00 The demolition will be complete in two (2) to three (3) weeks.

Comments were received from Council Member French.

B. Request Approval of Tax Tribunal Settlement

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

Barnes moved, Brown supported, CARRIED, To Approve the Tax Tribunal Settlement as presented. (7-0, rcv)

C. Discussion/Approve Study Session Dates: Suggested dates are Thursday, November 8, 2018; Tuesday, November 13, 2018; Thursday, November 15, 2018; Monday, November 26, 2018, Thursday, November 29, 2018

Comments were received from Council Member French who asked that the candidates running for office be included in the schedule and Mayor Brown who asked City Manager Rufus to send out a doodle poll to the Council and candidates running for office to set the study session dates.

XI. Future Agenda Items

The following items were requested for the next agenda:

- City Attorney Harkness asked for an online code update.

- Council Member French asked for approval of amended Council Rules & Procedures
- Mayor Brown asked for 2nd reading and approval of the Ethics Ordinance
- Council Member Reid asked for a discussion item for checking into the transmitter in Precinct 2 that goes out when we have a storm.

Comments were received from City Manager Rufus who stated she would contact Consumers and look into Council Member Reid's question and that she has asked Director of Planning, Building & Code Enforcement Tracy to hold off a few weeks on the online code update so she may have the opportunity to review the updates to the zoning codes.

XII. Motion to Excuse Absent Council Member (s)

No action was necessary as all members were present.

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

Comments were received from Wayne Arnold, 906 Hall St.

XIV. CITY MANAGER REPORT

City Manager Rufus stated the following:

- The sign in sheet at the front desk has been put into place for security of the staff.
- The City has a \$1.6 million dollar SAW grant that has been signed off by previous administration the City does not have all the paperwork and all of the work was not completed.
- Water rates must be increased as we are not currently in compliance with the State as our water fund is not self-sustaining at this time.
- She has an open-door policy.

XV. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Members Barnes, Brown and French and Mayor Brown.

Brown moved, Spicer supported, CARRIED, to adjourn the regular session. (7-0, vv)

French moved, Brown supported, CARRIED, to stop the adjournment of the regular session. (7-0, rcv)

French moved, Brown supported, CARRIED, to Add item XVI-Report from Calhoun County Commissioner Gary Tompkins. (7-0, vv)

XVI. CALHOUN COUNTY COMMISSIONER REPORT

Calhoun County Commissioner Gary Tompkins updated the Mayor and Council on County items.

Mayor Brown asked for Point of Privilege for comments from City Manager Rufus.

City Manager Rufus stated she would like to thank the Mayor and Council and the staff for all of their help with the transition.

XVII. ADJOURNMENT

Brown moved, Spicer supported, CARRIED, to adjourn the regular session. (7-0, vv)

Mayor Brown adjourned the Regular Session at 7:45 p.m.

Date

Jill Domingo
City Clerk

RESOLUTION #2018-28

TO EXEMPT THE CITY OF ALBION FROM THE REQUIREMENTS OF THE MICHIGAN PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019.

Purpose and Finding: Pursuant to Act No. 152 of the Michigan Public Acts of 2011 (as amended), Section three (3), a public employer that offers or contributes to a medical benefit plan for its employees or elected officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$6,685.17, times the number of employees with single person coverage; plus \$18,232.31, times the number of employees with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2019. Act No. 152 further provides in Section four (4), subsections one (1) and (2) that, in the alternative, by a majority vote of its governing body, a public employer may elect to comply with Section four (4) of this act for a medical benefit plan coverage year instead of the requirements in Section three (3) and elect to pay no more than eighty (80%) percent of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. Additionally, Section three (3), subsection one (1) provides that by a two-thirds (2/3) vote of its governing body each year, a local unit of government may exempt itself from the requirements of Act No. 152 for the next succeeding year. Based upon information presented to the City Council, the City of Albion now elects to exempt itself from the requirements of Act No. 152 for the 2019 year.

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

RESOLVED, that pursuant to Section eight (8) of Act No. 152 of the Michigan Public Acts of 2011, the Albion City Council hereby orders that the City of Albion exempts itself from the requirements of Act No. 152 of the Michigan Public Acts of 2011 from January 1, 2019 through December 31, 2019.

I hereby certify that the above resolution was adopted on December 3, 2018 in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Clerk

RESOLUTION #2018-29

TO ADOPT A LOCAL PAVEMENT WARRANTY PROGRAM

Purpose and Finding: As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement (MCL 247.662, 247.663) that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation. This Warranty Program must be adopted by every community no later than September 18, 2019. The Act requires that every community consider utilizing a warranty when using any state or federal funding that also includes \$2 Million or more in paving related components. The Act also requires annual reporting requirements. This resolution is recommended for adoption.

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

WHEREAS, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (Boilerplate, Concrete, HMA, Location, Pass-Through Warranty Bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs;

RESOLVED, the City of Albion hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663;

I hereby certify that the above resolution was adopted on November 26, 2018 in a special session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Clerk

RESOLUTION #2018-30

TO IMPLEMENT A LOCAL PAVEMENT WARRANTY PROGRAM

Purpose and Finding: As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement (MCL 247.662, 247.663) that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation. This Warranty Program must be adopted by every community no later than September 18, 2019. The Act requires that every community consider utilizing a warranty when using any state or federal funding that also includes \$2 Million or more in paving related components. The Act also requires annual reporting requirements. The Act also requires a resolution that defines the City's intent to apply and implement the warranty program consistent with the Local Agency Pavement Warranty Guidelines. This resolution is recommended for adoption.

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

WHEREAS, The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city and village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the City of Albion adopted the Michigan Local Agency Pavement Warranty Program on November 26, 2018;

WHEREAS, the City of Albion agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items and includes any state or federal funds;

WHEREAS, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items and includes any state or federal funds, whether or not a warranty was utilized in the project;

WHEREAS, the City of Albion agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which the City of Albion's adopted Implementation Policy defines the City of Albion's intent of its pavement warranty program;

RESOLVED, the City of Albion hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with Michigan law.

I hereby certify that the above resolution was adopted on November 26, 2018 in a special session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Clerk



TECHNICAL MEMORANDUM

TO: Ms. LaTonya Rufus
FROM: Jeff Landers, P.E.
DATE: October 29, 2018
SUBJECT: City of Albion – Water and Wastewater Utility Roadmap

Background:

The City of Albion ("City") has requested a list of items needed to categorize, organize, and manage a proactive and holistic approach to its water, stormwater, and wastewater utilities. With the current available knowledge, Moore+Bruggink ("M+B") has put together this document as a roadmap for collecting the necessary information, and to take the first steps towards implementing utility management best practices.

Water and Wastewater Licenses (Next Two Weeks) – (\$4,500):

The City is currently operating its utilities without required state licensed personnel. The MDEQ requires a Wastewater B and a Drinking Water D2-S2 level license for the Albion systems. As there is not a grace period for operations between licensed personnel, it is important for the City to find someone to hold the licenses before fines are issued.

Discussions with MDEQ enforcement officers overseeing the Albion systems have provided that a part-time license holder is acceptable for both the water and wastewater utilities. M+B and the City are both exploring contracts to fill these roles as soon as possible. It is recommended that the City approve the previously submitted proposal for M+B to complete this task, as well as work to complete gathering the information stemming from the SAW grant explained below.

Information Gathering and Master Plan Development (Next Two Months) – (TBD):

The City has previously contracted and accepted a SAW grant from the state. The goal of the grant is to aid in planning and design of wastewater and stormwater projects, development of stormwater management plans (MS4, NPS, SAW), and to develop stormwater and wastewater asset management plans (AMP). Under the provisions of the SAW grant program, the following items are required by the State to consider completion:

- A. Storm and Sanitary Sewer Conditions Atlas
- B. Storm and Sanitary Sewer Business Risk Atlas
- C. Storm and Sanitary System Asset Inventory



- D. System Flagged Asset Summary
- E. Five-Year Capital Improvement Plan Projects List
- F. Rate Setting Spreadsheet

Since the items listed above are requirements to complete and disperse grant funds, the MDEQ should have these items and can make them available. The City is working to access this information for use. Any items unavailable should be developed to aid in future project planning.

Once the information collection is complete and the scope of required information is determined, M+B can provide a proposal to aid in filling in the gaps of any missing information enough to move forward with analyzing rates and updating the capital improvements plan ("CIP"). Alongside the CIP, which is a short-term plan for the next five years, a Master Plan with a more general outlay of projects extending out for the next 20 years should be developed. A Master Plan is another tool to help balance budgets and anticipate needed rate increases to keep up with aging infrastructure. In this way, the City can pursue an educated approach to planning future needs of the system.

Water Reliability Study (2019):

In order to determine current condition of the system, and discover if the current drinking water system is able to handle the required flows of the community, a water reliability study should be performed. Additionally, the MDEQ requires a reliability study be performed every five years. The following is a list of tasks included in the study:

- A. Data collection for defining existing conditions
- B. Field Investigations and Mapping
- C. Future Projections
- D. Hydraulic Modeling
- E. Conclusions and Recommendations

Budget placeholder: \$17,000



Water Asset Management Plan ("AMP") (2019):

The State required a drinking water asset management plan be developed and implemented for all communities serving more than 1,000 people by January 1, 2018. This could have been submitted as a letter describing the general plan, without asset investigation, or implementing the plan. If the City has not implemented one, it will need to start this process, as the MDEQ can request it when deemed necessary and will require it for permit renewal every five years. The following items are listed as required for this AMP:

- A. A summary describing the method used to assess the criticality of assets considering the likelihood and consequence of failure.
- B. A statement of level of service goals.
- C. A capital improvements plan that identifies waterworks system needs for 5-year and 20-year planning periods.
- D. A summary detailing the funding structure and rate methodology that provides sufficient resources to implement the AMP.

Should the City require M+B to aid with or create the water AMP, a scope and proposal can be provided upon request.

Budget placeholder: \$20,000

Industrial Pretreatment Program ("IPP") (2018-2019):

The WWTP Superintendent is in the beginning stages of developing an IPP to surcharge local industries that require extreme resources to treat and enforce overages that overload the capabilities of the plant, leading to potential fines by the State for exceeding discharge limits. M+B can work with the superintendent to produce this program at a very low cost, or develop the program in its entirety (budget numbers included). Once the City determines the scope of the assistance required, a proposal can be provided. It should also be mentioned that the cost of an IPP is a front-loaded cost that will pay for itself in industrial charges over time. Typical parts of the IPP are as follows:

- A. Third party Lab Testing
- B. MAHL/MAIL Development
- C. IPP Ordinance

Budget placeholders:

\$30,000 (Lab testing outside M+B scope)

\$50,000 (MAHL/MAIL/IPP)



Capital Improvements Implementation (2019-2024) – (TBD):

Once the Capital Improvements Plan is developed, the budget outlay for projects can be incorporated. Engineering costs for design are typically six to eighteen months prior to the start of construction, and tend to be in the previous fiscal year. Using the CIP will help balance the budgets and rates to maintain the necessary immediate improvements. M+B can provide budget estimates for each CIP project as needed.

GIS Services:

Throughout this process, M+B has the capability to provide GIS services. We work closely with a number of our clients to input and manage asset information online. If GIS is not currently available to the City, it should be noted that it will be required during a water reliability study and water asset management plan. Should the City request use of our GIS department, a proposal to do so can be provided once a scope of required services is provided.



**INFRASTRUCTURE
ALTERNATIVES, INC.**

November 14, 2018

City of Albion proposal for water system interim management

To whomever this concerns,

Infrastructure Alternatives, Inc. (IAI) is excited to have the opportunity to submit this letter proposal to the City of Albion for water management assistance.

IAI is ready and able to support the City's Water System:

- Professional staff based in Rockford, Michigan, will provide engineering, technical, and mechanical support;
- Operations staff at our nearby Sylvan Township, Michigan project will provide operations and maintenance support; and
- Regional Manager David DeGrand, based in Lansing, Michigan, will provide management and operations support.

This letter proposal lays out our proposed project approach and strategy to address the needs of the City of Albion.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is by and between City of Albion hereinafter referred to as the Client, and **Infrastructure Alternatives, Incorporated**, hereinafter referred to as IAI, of 7888 Childsdale Ave. Rockford, MI 49341

WITNESSETH:

EFFECTIVE DATE: This Agreement shall be effective as of October 29, 2018 (the "Effective Date") and shall remain in effect until November 29, 2018 (the "Termination Date").

This agreement shall automatically renew ☐ annually ☐ for another year term, unless either party provides notice to the other of its intent to terminate this agreement as stipulated under item (4) TERMINATION contained in the "TERMS and CONDITIONS" section of this agreement.

SCOPE OF SERVICES. The Client hereby contracts with IAI, to perform the professional services hereinafter collectively referred to as the **Scope of Services**, as described in Exhibit 'A' dated October 29, 2018 hereby attached and incorporated as well as items outlined in the additional provisions.

COMPENSATION. IAI shall provide these services to the Client and be paid on the following schedule:

See attached Exhibit 'A', dated October 29, 2018. To be reviewed annually on or before the effective date and may be adjusted by a mutually acceptable cost of living index to account for inflation.

CLIENT'S REPRESENTATIVE. The Client has designated _____ as its official Representative. As such, the Representative shall be responsible for the execution of any document pertaining to this Agreement or any amendment thereto, and for the approval of all change orders, addenda and additional services performed by IAI.

TERMS AND CONDITIONS. IAI's, Terms and Conditions of contract, as printed on the reverse side hereof, shall apply to all work performed by IAI pursuant to this Agreement unless otherwise specifically agreed in writing.

CONTRACT RENEWAL. This agreement shall automatically renew for another 1 month term unless either party provides notice to the other of its intent to terminate this agreement as stipulated under item (4) TERMINATION contained in TERMS & CONDITIONS section of the agreement. All auto renewed contracts are subject to an increase based on the CPI index of the previous calendar year as published by the Department of Labor and are implemented on this agreement effective anniversary date.

ADDITIONAL PROVISIONS ENTIRE AGREEMENT. The Client and IAI mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by the Additional Provisions indicated below and attached hereto, and that such Additional Provisions, together with those Terms and Conditions printed on the reverse side hereto are intended by the Client and IAI as a final expression and complete and exclusive statement of their agreement;

See attachment – Exhibit(s)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

Client: City of Albion

INFRASTRUCTURE ALTERNATIVES INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved by: _____

Name/Title: Kent Trierweiler/Vice President

The following terms and conditions shall be a part of Infrastructure Alternatives, Inc., hereinafter referred to as IAI, contractual undertaking to perform professional services, and IAI's undertaking to perform such services and to enter into this Agreement is expressly conditioned on Client's assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of Client, which are hereby expressly objected to and rejected by IAI. Where a Client issues a purchase order to authorize IAI's undertaking to perform professional services, that undertaking will be governed by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

1. PERFORMANCE. IAI shall exercise due care in performing professional services, but IAI makes no warranty, express or implied, with respect to any services performed hereunder. IAI shall not be liable for any claim, damage, cost or expense (including attorney's fees) or other liability or loss not directly and solely caused by the negligent acts, errors or omissions of IAI. In no event shall IAI be liable for any incidental or consequential loss or damage to Client in connection with performance of services hereunder.
2. ADDITIONAL SERVICES. Additional Services other than those rendered pursuant to any additional provisions attached hereto, or any subsequent modifications hereto, shall only be authorized by written amendment to this Agreement signed on behalf of Client and IAI. All additional services shall nevertheless be performed by IAI subject to these Terms and Conditions.
3. SUBCONTRACTORS. IAI may engage subcontractors on behalf of Client to perform a portion of the services to be provided by IAI.
4. TERMINATION. Either party upon 7 days prior written notice may terminate this Agreement. In the event of termination, IAI shall be paid up to the effective date of termination for all services rendered by it, and all drawings or other documents prepared by IAI shall remain the property of IAI and not be delivered to Client until all moneys owed to IAI by Client (whether or not such moneys have then become due and payable) have been paid. IAI assumes no liability for the use of drawings and other documents delivered to the Client under this clause, unless otherwise specifically agreed to in writing.
5. PAYMENT. IAI shall bill for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable upon receipt or within 30 days of the presentation of the invoice. Invoices over 15 days past due will be charged monthly interest at the rate of 18% per annum on the unpaid balance or the highest lawful rate, whichever is less. Client hereby waives any defense of usury with regard to said rate of interest. IAI may, after 7 days written notice to Client, suspend performance of services until all past due amounts are paid. Client expressly agrees that Client shall pay any costs, including attorney's fees, incurred by IAI in the collection of overdue invoices.
6. ARBITRATION. Any dispute arising pursuant to any contract to which these terms and conditions apply may be submitted (with the approval of both parties) to arbitration in the City of Grand Rapids, Michigan in accordance with the rules of the American Arbitration Association, the award of the arbitrator to be final and binding on the parties. Judgment upon any award rendered may be entered in any court having jurisdiction.
7. INSURANCE. Upon request, IAI will furnish Client a written description of insurance coverage then being maintained by IAI which may be related to IAI's performance of services hereunder. No oral representation regarding insurance shall be binding upon IAI.
8. COST ESTIMATES. Since IAI has no control over the cost of labor and materials or over competitive bidding and market conditions, any estimates of equipment, construction, or operating costs will be made on the basis of IAI's experience, but IAI does not warrant the accuracy of such estimates as compared to contractor's bids or actual costs incurred.
9. INDEMNITY. Client agrees to indemnify, protect and hold harmless IAI from and against all liability, claims, demands, losses, damages, expenses and costs (including attorney's fees), related in any way to IAI's performance of services under this Agreement; provided, however, that Client shall not be obligated to indemnify IAI for injury or damage caused directly and solely by the negligent acts, errors or omissions of IAI, or by IAI's breach of agreement. This provision shall survive the termination of said agreement.
10. SITE ACCESS AND SECURITY. Unless specifically expressed otherwise as services to be undertaken by IAI, Client is solely responsible for all aspects of site security and for obtaining any necessary permission from any affected third-party property owners of use of their lands. Client shall obtain signed Authorization(s) for Entry and Use of Land as necessary for IAI to perform its services. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands, or waters caused by the performance of any of IAI's services, except for such damage as caused by the sole negligence of IAI.
11. UNDERGROUND STRUCTURE OR UTILITIES. In the performance of its services, IAI will take all reasonable care and precautions to avoid damage to underground structures or utilities. Client agrees to indemnify, protect, and hold harmless IAI from and against all liability, claims, demands, losses, expenses and costs (including attorney's fees) for damage to or consequential loss from damage to any underground structures or utilities which are not called to IAI's attention or which are not currently shown on plans furnished to IAI, except for such damage as caused by the sole negligence of IAI.
12. WAIVER. No waiver, discharge, or renunciation of any claim or right of IAI arising out of breach of this Agreement by Client shall be effective unless in writing signed by IAI and supported by separate consideration.
13. GOVERNING LAW. This Agreement shall be deemed to have been made in Kent County, Michigan, and shall be governed by and construed in accordance with the laws of the State of Michigan.
14. SHOP DRAWINGS. If shop drawing review is provided under this Agreement, IAI will check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and all other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the construction Contract Documents.
15. CONSTRUCTION PHASE SERVICES. Unless specifically authorized to provide construction inspection or construction management services, IAI assumes no liability with regard to the compliance of construction to Contract Documents prepared by IAI.
16. FEDERAL/LOCAL RIGHT-TO-KNOW COMPLIANCE. In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, Client shall provide IAI with a list of hazardous substances in the work place to which IAI employees or subcontractors may be exposed while executing this Agreement. In addition, the Client shall provide a listing of protective measure in case exposure occurs.

Client Representative Initials: _____ Date: _____



**INFRASTRUCTURE
ALTERNATIVES, INC.**
CLEAN WATER SOLUTIONS
www.iaewater.com

Exhibit 'A'

Scope of Services



INFRASTRUCTURE
ALTERNATIVES, INC.

EXHIBIT A

SCOPE OF SERVICES AND COST

Work Scope:

- Review data and reporting for the DEQ
- Training of personnel
- DEQ correspondence
- 24/7 on-call for treatment system
- Perform one site visit per week as currently required by the DEQ.

Cost of Services:

The cost of providing a State of Michigan Class S-2, D-2 licensed water operator, to manage your water system, as defined in the Scope of Work (above) is \$75.00 per hour. The services will be billed 75.00/hr. as Time and Material not to exceed \$3,500.00/month. A contract will include **one** day per week on site currently. If monitoring requirements are increased, the contract price will need to be adjusted accordingly. Invoice billed after service is provided, net due 30 days after invoicing. Cost includes mileage and time to/from site. The contract will begin on a month to month basis, and will be reviewed with client and Infrastructure Alternatives if requirements are found to be insufficient.

We also provide 24/7 emergency response for any operational, mechanical, or electrical issues. The emergency response rate is currently \$75.00/hour and a trip charge of \$50.00 per visit.

We look forward to working with your staff! If there are any questions or concerns, please do not hesitate to contact me.

Sincerely,

David DeGrand

Infrastructure Alternatives

Regional Manager

517-242-2313

Resolution #2018-31

**A RESOLUTION TO APPROVE BID AND ENTRY INTO AGREEMENT WITH
REVITALIZE, LLC FOR ADMINISTRATIVE CONSULTING SERVICES AS A THIRD
PARTY CDBG GRANT ADMINISTRATOR**

Purpose and Finding: The City of Albion accepted proposals from State of Michigan certified CDBG grant administrators for management and administrative services in the preparation of a Community Development Block Grant (CDBG) Program and subsequent administrative/implementation of that program should the Irwin Avenue Improvements Project be funded by the state. A committee reviewed the submitted proposals and is recommending Revitalize, LLC to assist the City of Albion with all CDBG required compliance issues and perform duties typically required of a Michigan Economic Development Corporation (MEDC) Certified Grant Administrator.

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

RESOLVED, that the City of Albion hereby officially accepts the bid, dated October 24, 2018, from Revitalize, LLC, for the City of Albion Administrative Consultant – Certified CDBG Grant Administrator RFP, at an amount not to exceed \$29,600.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign the agreement between the City of Albion and Revitalize, LLC for services related to the City of Albion Administrative Consultant – Certified CDBG Grant Administrator RFP.

Date: November 26, 2018

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on November 26, 2018.

Jill Domingo
City Clerk

CONTRACT FOR CONSULTANT SERVICES

For Certified Grant Administrator

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONSULTANT SERVICES

PART I -- AGREEMENT

This Agreement for professional services is by and between the City of Albion, State of Michigan (hereinafter called the "GRANTEE"), acting herein by David Atchison, Mayor, hereunto duly authorized, and Revitalize LLC, a Limited Liability Corporation, organized under the laws of the State of Michigan (hereinafter called the "CONSULTANT"), acting herein by Bruce Johnston, Co-Owner, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the GRANTEE has received funding under the State of Michigan, MEDC, CDBG Programs pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the GRANTEE desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1) Employment of CONSULTANT

The GRANTEE hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2) Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the services listed in Part III Scope of Services and Payment Schedule. Services in each of the work areas shall be performed under and at the direction of the chief elected official or their designated representative.

3) Time of Performance

The services of the CONSULTANT shall commence on November 27, 2018 and shall end on November 27, 2020. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the GRANTEE has received notification of final close out from the MEDC.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the GRANTEE. No charge will be made to the CONSULTANT for such information, and the GRANTEE will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

4) Compensation and Method of Payment

CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the MEDC for administrative costs under the provisions of the grant awarded to the GRANTEE. Payment will be made only on approval of the GRANTEE.

The total amount of reimbursable costs to be paid CONSULTANT under this contract for program administration shall not exceed Twenty Nine Thousand Six Hundred Dollars (\$29,600.00). CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the approval of the GRANTEE. CONSULTANT will only be paid for the time and effort needed to complete the actual scope of services required for this program; which may be less than the total amount above.

The CONSULTANT shall submit invoices to the GRANTEE for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s) listed in Part III, Scope of Services for payment according to the appropriate method listed below:

- a) Cost Reimbursement: For tasks lacking a definable work product and/or the CONSULTANT will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.
- b) Lump Sum Price: For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.
- c) Unit Price: For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

5) Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the Grantee. The CONSULTANT may retain reproducible copies of drawings and other documents.

6) Professional Liability

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of the application and in the implementation of the CDBG Program.

7) Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the GRANTEE, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the GRANTEE with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

8) Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" and "Part III Payment Schedule", consisting of eight pages, attached hereto and incorporated by reference herein.

9) Address of Notices and Communications

David Atchison, Mayor
City of Albion
112 W. Cass St.
Albion, MI 49224

Bruce Johnston
Co-Owner, Revitalize LLC
706 S. Diamond Rd
Mason, MI 48854

10) Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11) Authorization

This Agreement is authorized by the City of Albion, Resolution 2018-31 adopted November 26, 2018, copies of which are attached hereto and made a part hereof.

ATTEST:

City of Albion

By: _____
Garrett Brown, Mayor

Date: _____

Revitalize LLC

By: _____
Bruce Johnston, Co-Owner

Date: _____

PART II -- TERMS AND CONDITIONS

A. TERMINATION OF CONTRACT FOR CAUSE.

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the GRANTEE, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONSULTANT, and the GRANTEE may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONSULTANT is determined.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

B. TERMINATION FOR CONVENIENCE OF THE GRANTEE

The GRANTEE may terminate this contract at any time by giving at least 10 days' notice in writing to the CONSULTANT. If the Contract is terminated by the GRANTEE as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

C. CHANGES

The GRANTEE may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the GRANTEE and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

D. PERSONNEL

- a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the GRANTEE.
- b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the GRANTEE thereto. Provided, however, that claims for money by the CONSULTANT from the GRANTEE under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

F. REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the Grantee may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit or other financial reporting purposes to the GRANTEE or any authorized representative, and will be retained for five years after the MEDC has officially closed-out the CDBG Program unless permission to destroy them is granted by the GRANTEE.

H. FINDINGS CONFIDENTIAL

All of the reports, information, data, et cetera, prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.

I. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the GRANTEE and all such rights shall belong to the GRANTEE, and the GRANTEE shall be sole and exclusive entity who may exercise such rights.

J. COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the state and local government, and the CONSULTANT shall hold the GRANTEE harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

K. CIVIL RIGHTS ACT OF 1964/EQUAL EMPLOYMENT OPPORTUNITY

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. During the performance of this Contract, the CONSULTANT agrees as follows:

- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.

- b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
- c) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the GRANTEE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the GRANTEE may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

L. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

M. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d) The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

N. INTEREST OF MEMBERS OF THE GRANTEE

No member of the governing body of the GRANTEE and no other officer, employee, or agent of the GRANTEE who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

O. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

P. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Q. ACCESS TO RECORDS

The MEDC grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of 5 years from the official date of close out of the grant by the MEDC.

R. INSURANCE

- Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- This rating requirement shall be waived for Worker's Compensation coverage only.
- CONSULTANT's Insurance: The CONSULTANT shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Michigan State agency. The CONSULTANT shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the CONSULTANT shall also submit copies of insurance policies for inspection and approval of the GRANTEE before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the GRANTEE and consented to by the GRANTEE in writing and the policies shall so provide.
- Compensation Insurance: Before any work is commenced, the CONSULTANT shall maintain during the life of the contract, Workers' Compensation Insurance for all of the CONSULTANT's employees employed at the site of the project. In case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
- Commercial General Liability Insurance: The CONSULTANT shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the GRANTEE, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the GRANTEE. Such insurance shall name the GRANTEE as additional insured for claims arising from or as the result of the operations of the CONSULTANT or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of at least \$1,000,000.
- Insurance Covering Special Hazards: Special hazards as determined by the GRANTEE shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the CONSULTANT, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

- Licensed and Non-Licensed Motor Vehicles: The CONSULTANT shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of at least \$500,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
- Subcontractor's Insurance: The CONSULTANT shall require that any and all subcontractors, which are not protected under the CONSULTANT's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the CONSULTANT.

S. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Michigan. Venue of any action brought with regard to this contract shall be in the 10th District Court, County of Calhoun, State of Michigan.

T. CODE OF ETHICS

The CONSULTANT acknowledges that the City of Albion Code of Ethics applies to the Contracting Party in the performance of services called for in this contract. The CONSULTANT agrees to immediately notify the state if potential violations of the Code arise at any time during the term of this contract.

U. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

V. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

W. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the Request For Proposal and CONSULTANT's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the CONSULTANT's Proposal.

NOTE TO GRANTEE ON SCOPE OF SERVICES AND PAYMENT SCHEDULE:

1. *The list of the scope of services is just an example. The grant recipient should delete any services not needed for this particular contract; or add services that are needed.*
2. *The use of unit and lump sum prices are just an example. The grant recipient may require all tasks be performed on a cost reimbursement basis. The grant recipient should insure that the unit price and/or lump sum price payment requirements are deleted from Part I Section 5 of the contract if they are not used.*
3. *Any use of unit and lump sum prices assumes the grant recipient has conducted the required (24 CFR 85.36(f)) cost price analysis according to the steps outlined in HUD's Quick Guide to Cost Price Analysis, found in Exhibit 6-5, and maintains sufficient detail [Exhibit 6-4 Excel] to establish the basis of the price (24 CFR 85.36(b)(9)).*

PART III – SCOPE OF SERVICES AND PAYMENT SCHEDULE

I. General Tasks

- Establish project files in the GRANTEE's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the GRANTEE's files.
- With the assistance of the GRANTEE, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- Prepare the Section 504 self-evaluation and transition plan, if applicable.
- Prepare one analysis of impediments to fair housing.
- Ensure all Citizen Participation Requirements are met.
- Assist GRANTEE in establishing and maintaining one Section 3 plan and appropriate reports.
- Prepare progress reports for the GRANTEE, including obtaining financial and employment data from the developer. The estimated units for this task are 4 semi-annual progress reports;
- Prepare and submit for approval Community Development Block Grant Amendments as necessary and conduct public hearings if required.
- Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for GRANTEE, and preparing environmental review amendments for GRANTEE.

Total estimated hours for General Tasks: 70 Hours

II. Financial Management

- A. Prepare the Requests for Payment to ensure consistency with the procedures established for the CDBG Program. The estimated units to complete this task are 12 Requests for Payment;
- B. Ensure that the GRANTEE has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- C. Make progress inspections and certify private investment.
- D. Provide assistance during annual audit of CDBG programs, as necessary.

Total estimated hours for Financial Management: 60 Hours

III. Environmental Review - per project

- A. Assist GRANTEE with determining the required level of environmental review and prepare the required paperwork.
- B. Complete the Environmental Review on behalf of the GRANTEE and submit all required documentation to obtain the Release of Funds. Other than the SHPO response, the Environmental Review shall be completed by December 31, 2018.
- C. Assist GRANTEE in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the GRANTOR.

Total estimated hours for Environmental Review: 40 Hours

IV. Construction and Labor Compliance

- A. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- B. Secure the Department of Labor's federal wage decision and include it in the bid documents.
- C. Prepare construction contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, etc.

- D. Obtain contractor clearance(s).
- E. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls. It is anticipated that construction will take 20 weeks and will likely involve 7 or more contractors (prime plus subcontractors).
- F. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
- G. Assist in a final inspection of the project and in the issuance of a final acceptance of work.
- H. Assist the project architect/engineer in obtaining any necessary permits.
- I. Monitor Section 3, DBE and other contractor and subcontractor reports.

Total estimated hours for Construction and Labor Compliance: 180 Hours

V. Monitoring and Close Out

- A. Attend and assist the GRANTEE during the MEDC's monitoring visit(s). Prepare GRANTEE's response to all monitoring findings.
- B. Prepare close-out documents.
- C. Conduct and document Performance Public Hearings on an annual and/or project basis as required.

Total estimated hours for Monitoring and Close Out: 20 Hours

TOTAL FOR ALL TASKS: 370 Hours



REVLL-1

OP ID: SD

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER David Chapman Agency, Inc. 5700 W. Mt. Hope Highway Lansing, MI 48917- Robert Rupinski		517-319-8232		CONTACT NAME: Sue DeWitt PHONE (A/C, No, Ext): 517-319-8232 FAX (A/C, No): 517-321-9443 E-MAIL ADDRESS: sdewitt@davidchapmanagency.com	
INSURED Revitalize, LLC 706 S. Dimond Rd Mason, MI 48854		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : SELECTIVE INSURANCE		12572	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2140239	09/03/2018	09/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 9053097	08/03/2018	08/03/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

INFOR ONLY For information purposes on above date of issue only.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 000 - GENERAL							
ESTIMATED REVENUES							
101-000-402.00	CURRENT PROPERTY TAXES	936,068	936,186	885,000	873,044	917,500	935,000
101-000-402.01	PROPERTY TAX CHARGEBACKS	(22,757)	(21,071)	(18,500)	(6,075)	(21,000)	(9,500)
101-000-410.00	DELINQUENT PERSONAL PROPERTY T	3,887	4,467	4,000	2,614	2,614	4,500
101-000-424.00	PAYMENTS IN LIEU OF TAXES	9,842	29,387	30,000	21,627	21,627	23,500
2017 - AN INCREASE IS REFLECTED IN 2017 AS LINCOLNSHIRE TOWNHOMES IS NOW MAKING PILOT PMTS. FORMERLY ONLY ALBION HOUSING AND OAK MEADOWS MADE PILOT PMTS.							
101-000-438.00	INCOME TAXES	972,827	892,389	1,060,000	545,148	1,022,500	1,040,000
2018 - THE YEAR-TO-DATE COLLECTIONS ARE UP ABOUT 15% FROM THE SAME PERIOD LAST YEAR. THIS IS THE RESULT OF GETTING ASSISTANCE WITH COLLECTIONS FROM INNOVATIVE SOFTWARE.							
2019 - WE ANTICIPATE A CONTINUATION IN THIS POSITIVE TREND IN COLLECTIONS.							
101-000-441.00	LOCAL COMMUNITY STABILIZATION SHAF	78,592	118,051	85,000	0	0	0
INITIALLY THE STATE RECOMMENDED THESE REIMBURSEMENT PMTS BE POSTED INTO THE 573.00 ACCOUNT BELOW. THEN THEY CHANGED THEIR OPINION AND SAID TO PUT THEM INTO 441.00. FINALLY, THEY CHANGED THEIR MIND BACK TO THE INITIAL 573.00 ACCOUNT.							
101-000-445.00	PENALTY & INTEREST ON TAXES	34,080	28,888	30,000	18,361	28,000	30,000
101-000-445.01	PROP TAX INTEREST CHARGEBACKS	(1,187)	(1,185)	(1,500)	(601)	(1,000)	(1,000)
101-000-447.00	PROPERTY TAX ADMINISTRATION FE	51,887	48,333	47,500	28,589	47,500	51,000
101-000-447.01	ADMIN FEE CHARGEBACKS	(1,453)	(559)	(1,500)	(509)	(1,100)	(1,250)
101-000-451.00	BUSINESS LICENSES AND PERMITS	2,130	1,925	2,000	1,475	1,600	1,750
101-000-452.00	FRANCHISE FEES - 5%	53,720	38,791	41,000	17,537	35,000	35,000
101-000-452.01	FRANCHISE FEES - 2%	21,488	15,516	16,000	7,015	14,000	14,000
101-000-476.00	NON-BUSINESS LICENSES & PERMIT	1,340	1,085	1,300	900	1,000	1,100
101-000-488.00	MED. MARIJUANA LICENSE - GROWER, I	0	0	0	70,000	70,000	70,000
101-000-573.00	LOCAL COMMUNITY STABILIZATION STA	15,279	0	0	73,831	73,831	122,500
THIS IS THE REIMBURSEMENT FROM THE STATE TO OFFSET SOME OF THE REVENUE DECLINE FROM THE PERSONAL PROPERTY TAX REFORM LAW.							
101-000-578.00	STATE SHARED: SALES & USE TAX	1,031,244	1,087,452	1,075,000	911,741	1,094,000	1,112,500
101-000-590.00	LOCAL GRANTS	2,500	500	0	10,000	10,000	6,000
101-000-607.00	CHARGES FOR SERVICES-FEES	0	2	0	0	0	0
101-000-609.00	RIGHT OF WAY FEES	210	90	100	210	120	120
101-000-626.00	CHARGES FOR SERVICES RENDERED	17,079	39,660	30,000	10,590	10,500	14,500
101-000-626.10	CHARGES FOR SERVICES - ADMIN FEES	186,931	168,703	204,215	167,679	204,215	467,672
2018 - REFLECTS A 4% ACROSS THE BOARD INCREASE, EXCEPT FOR THE LIBRARY. THE LIBRARY IS PLANNING ON OUT-SOURCING THIS ADMIN WORK SO THEY WILL NO LONGER BE USING THE CITY'S SERVICES STARTING IN EARLY 2018.							
2019 - REFLECTS A 2% ACROSS THE BOARD INCREASE.							
101-000-658.00	ORDINANCE FINES	6,415	0	5,000	2,230	2,500	2,500
101-000-664.03	UNREALIZED GAIN ON INVESTMENT	6	(18)	150	120	100	100
101-000-665.00	INTEREST	3,643	4,218	3,000	4,100	5,850	7,000
101-000-667.00	RENTS	3,675	3,601	3,600	3,000	3,600	3,600
101-000-671.00	OTHER REVENUES	5,744	6,414	11,500	5,640	6,000	6,500
101-000-673.00	SALE OF FIXED ASSETS	18,400	0	0	116,453	116,453	0
101-000-675.00	CONTRIBUTIONS-PRIVATE INDIVIDU	11,125	475	0	200	0	0
101-000-676.00	REIMBURSEMENTS & RESTITUTIONS	21,908	15,208	17,500	4,669	5,000	11,500
101-000-676.01	RETIREE HEALTH CARE	36,611	50,110	0	7,425	0	0

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 000 - GENERAL ESTIMATED REVENUES							
HISTORICALLY THIS WAS USED TO REFLECT THE REIMBURSEMENT FROM RETIREE'S FOR THE COST OF THEIR HEALTH INSURANCE PAID BY THE CITY. (THE COST WAS REFLECTED IN THE EXPENSE ACCOUNT # 101-895.716.00 BELOW). STARTING IN 2018, BOTH THE REIMBURSEMENTS AND THE PAYMENTS WILL BE REFLECTED IN A BALANCE SHEET ACCOUNT SINCE THEY HAVE NO NET IMPACT ON REVENUE AND EXPENSE.							
101-000-693.00	GAIN ON SALE OF ASSETS	0	769	47,500	0	0	0
101-000-694.00	CASH OVER & SHORT	(7)	(37)	0	23	0	0
TOTAL ESTIMATED REVENUES		3,501,227	3,469,350	3,577,865	2,897,036	3,670,410	3,948,592
NET OF REVENUES/APPROPRIATIONS - 000 - GENERAL		3,501,227	3,469,350	3,577,865	2,897,036	3,670,410	3,948,592

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BUDGET REPORT FOR CITY OF ALBION
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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 101 - CITY COUNCIL							
APPROPRIATIONS							
101-101-702.00	SALARIES AND WAGES	21,579	20,460	26,340	16,875	26,340	26,340
101-101-703.00	PART TIME WAGES	0	0	0	0	0	1,200
101-101-714.00	MEDICARE	313	297	382	245	382	400
101-101-715.00	FICA	1,338	1,269	1,634	1,046	1,634	1,710
101-101-717.00	LIFE INSURANCE	1,572	1,554	1,554	1,166	1,554	1,554
101-101-720.00	WORKERS COMPENSATION	0	35	95	29	95	150
101-101-721.00	UNEMPLOYMENT INSURANCE	0	0	0	0	0	2
101-101-726.00	OFFICE SUPPLY	817	939	500	0	500	500
101-101-728.00	DUES, BOOKS, PERIODICAL	6,725	7,211	6,800	7,281	7,350	6,800
101-101-801.00	PROFESSIONAL SERVICES	0	1,500	500	5,480	8,750	7,500
101-101-802.00	CONTRACTUAL SERVICES	406	366	400	0	400	400
101-101-804.00	PRINTING AND COPYING	245	1,026	500	0	500	500
101-101-819.00	CONFERENCE COSTS	840	2,728	6,500	860	6,500	3,500
101-101-955.00	MISCELLANEOUS	23	90	50	99	50	50
TOTAL APPROPRIATIONS		33,858	37,475	45,255	33,081	54,055	50,606
NET OF REVENUES/APPROPRIATIONS - 101 - CITY COUNCIL		(33,858)	(37,475)	(45,255)	(33,081)	(54,055)	(50,606)

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 172 - CITY MANAGER							
APPROPRIATIONS							
101-172-702.00	SALARIES AND WAGES	44,023	75,840	75,134	32,274	49,620	145,560
2018 - REPRESENTAS REDUCED AMOUNT DUE TO VACANCY MOST OF THE YEAR IN THE CITY MANAGER AND ASSISTANT CITY MANAGER POSITION.							
101-172-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0	0	6,085	7,642	7,642	0
101-172-703.00	PART TIME WAGES	23,031	0	22,620	0	0	0
101-172-704.00	OVERTIME	43	0	0	0	0	0
101-172-714.00	MEDICARE	975	1,104	1,532	579	830	2,110
101-172-715.00	FICA	4,171	4,721	6,538	2,003	3,240	9,025
101-172-716.00	HOSPITALIZATION INSURANCE	7,325	12,473	13,400	5,425	10,500	29,180
101-172-717.00	LIFE INSURANCE	97	340	340	118	180	445
101-172-718.00	DISABLIITY INSURANCE	661	648	658	143	658	2,500
101-172-719.00	PENSION CONTRIBUTION	2,809	5,190	5,478	1,715	3,065	10,190
101-172-720.00	WORKERS COMPENSATION	0	240	513	411	530	860
101-172-721.00	UNEMPLOYMENT INSURANCE	13	7	170	6	30	75
101-172-723.00	RETIREE HEALTH SAVINGS CONTRIB	637	1,185	1,320	651	1,040	2,000
101-172-724.00	VEHICLE ALLOWANCE	526	1,579	1,580	420	420	0
101-172-726.00	OFFICE SUPPLY	704	732	1,150	683	1,150	1,150
101-172-728.00	DUES, BOOKS, PERIODICAL	374	242	300	194	300	300
101-172-744.00	POSTAGE	52	7	50	0	50	50
101-172-802.00	CONTRACTUAL SERVICES	15	558	50	12,120	14,500	500
101-172-804.00	PRINTING AND COPYING	441	250	500	0	500	500
101-172-804.05	PRINTING & COPYING - BOARDS & COMM	0	0	150	0	150	150
101-172-819.00	CONFERENCE COSTS	0	0	0	450	450	0
101-172-851.00	TELEPHONE	1,736	2,258	1,850	1,447	2,075	1,850
101-172-857.00	TRAVEL	437	0	0	0	0	0
101-172-885.00	TRAINING	1,457	374	1,250	0	950	1,250
101-172-955.00	MISCELLANEOUS	49	73	150	40	150	150
101-172-959.00	CIVIC AND COMM. EVENT REIMBURSEMENT	515	249	450	34	450	450
TOTAL APPROPRIATIONS		90,091	108,070	141,268	66,355	98,480	208,295
NET OF REVENUES/APPROPRIATIONS - 172 - CITY MANAGER		(90,091)	(108,070)	(141,268)	(66,355)	(98,480)	(208,295)

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Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 209 - ASSESSING							
ESTIMATED REVENUES							
101-209-607.00	CHARGES FOR SERVICES-FEES	784	5	0	76	76	0
TOTAL ESTIMATED REVENUES		784	5	0	76	76	0
APPROPRIATIONS							
101-209-726.00	OFFICE SUPPLY	541	114	500	347	650	600
101-209-727.00	OFFICE EQUIPMENT	0	286	500	736	1,000	750
101-209-802.00	CONTRACTUAL SERVICES	46,291	45,650	47,000	40,325	45,000	42,000
101-209-804.00	PRINTING AND COPYING	134	0	150	0	150	150
101-209-806.00	BOARD OF REVIEW	800	600	1,650	350	1,250	950
101-209-851.00	TELEPHONE	178	183	250	150	250	360
TOTAL APPROPRIATIONS		47,944	46,833	50,050	41,908	48,300	44,810
NET OF REVENUES/APPROPRIATIONS - 209 - ASSESSING		(47,160)	(46,828)	(50,050)	(41,832)	(48,224)	(44,810)

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 210 - ATTORNEY							
APPROPRIATIONS							
101-210-744.00	POSTAGE	7	0	25	0	50	50
101-210-801.00	PROFESSIONAL SERVICES	4,856	5,978	6,000	15,845	21,000	7,500
101-210-801.01	PROFESSIONAL SERVICES - HARKNESS	85,000	85,208	87,500	72,917	87,500	90,000
101-210-816.01	WITNESS FEES - HARKNESS	147	181	350	0	350	350
101-210-900.00		754	1,615	1,500	453	1,500	1,250
TOTAL APPROPRIATIONS		90,764	92,982	95,375	89,215	110,400	99,150
NET OF REVENUES/APPROPRIATIONS - 210 - ATTORNEY		(90,764)	(92,982)	(95,375)	(89,215)	(110,400)	(99,150)

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 215 - CLERK							
ESTIMATED REVENUES							
101-215-607.00	CHARGES FOR SERVICES-FEES	154	37	100	69	69	0
101-215-676.00	REIMBURSEMENTS & RESTITUTIONS	5,046	0	0	(7)	(7)	0
TOTAL ESTIMATED REVENUES		5,200	37	100	62	62	0
APPROPRIATIONS							
101-215-702.00	SALARIES AND WAGES	47,309	49,200	72,759	49,081	64,600	75,450
101-215-703.00	PART TIME WAGES	0	0	0	552	2,000	600
101-215-704.00	OVERTIME	98	0	0	0	0	0
101-215-714.00	MEDICARE	659	687	1,058	699	940	1,095
101-215-715.00	FICA	2,819	2,936	4,514	2,990	4,025	4,675
101-215-716.00	HOSPITALIZATION INSURANCE	17,464	16,605	19,077	8,062	12,200	11,555
101-215-717.00	LIFE INSURANCE	223	222	336	213	275	335
101-215-719.00	PENSION CONTRIBUTION	3,263	3,395	5,097	3,436	4,510	5,285
101-215-720.00	WORKERS COMPENSATION	0	152	350	238	325	445
101-215-721.00	UNEMPLOYMENT INSURANCE	6	5	113	7	50	40
101-215-723.00	RETIREE HEALTH SAVINGS CONTRIB	946	984	1,446	982	1,325	1,460
101-215-726.00	OFFICE SUPPLY	660	598	600	409	600	600
101-215-727.00	OFFICE EQUIPMENT	0	350	200	0	200	500
101-215-728.00	DUES, BOOKS, PERIODICAL	227	262	300	392	400	500
101-215-744.00	POSTAGE	0	739	0	0	0	0
101-215-802.00	CONTRACTUAL SERVICES	3,325	5	2,500	82	2,500	2,500
101-215-804.00	PRINTING AND COPYING	0	0	2,500	0	2,500	2,500
101-215-805.00	ELECTIONS	27,138	4,336	15,000	12,058	16,500	4,000
101-215-819.00	CONFERENCE COSTS	0	0	0	0	0	2,000
101-215-851.00	TELEPHONE	0	0	0	0	0	360
101-215-857.00	TRAVEL	0	0	0	38	100	500
101-215-885.00	TRAINING	1,036	2,147	1,500	835	1,500	3,000
101-215-900.00	PUBLISHING	4,152	5,014	4,500	11,482	14,500	10,000
101-215-950.00	INSURANCE AND BONDS	232	235	250	200	250	250
101-215-955.00	MISCELLANEOUS	0	0	75	0	75	75
TOTAL APPROPRIATIONS		109,557	87,872	132,175	91,756	129,375	127,725
NET OF REVENUES/APPROPRIATIONS - 215 - CLERK		(104,357)	(87,835)	(132,075)	(91,694)	(129,313)	(127,725)

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BUDGET REPORT FOR CITY OF ALBION
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Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 226 - HUMAN RESOURCES							
APPROPRIATIONS							
101-226-702.00	SALARIES AND WAGES	17,423	11,774	11,700	9,657	13,150	7,240
101-226-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0	0	1,125	704	704	0
101-226-703.00	PART TIME WAGES	626	0	0	0	0	0
101-226-704.00	OVERTIME	28	105	400	107	400	200
101-226-714.00	MEDICARE	260	173	200	150	205	105
101-226-715.00	FICA	1,110	740	850	524	875	460
101-226-716.00	HOSPITALIZATION INSURANCE	2,698	2,423	4,600	1,822	3,600	1,550
101-226-717.00	LIFE INSURANCE	38	72	75	48	75	45
101-226-718.00	DISABLIITY INSURANCE	130	130	135	35	135	0
101-226-719.00	PENSION CONTRIBUTION	1,054	808	895	547	895	525
101-226-720.00	WORKERS COMPENSATION	0	38	65	105	150	45
101-226-721.00	UNEMPLOYMENT INSURANCE	2	1	20	1	15	5
101-226-723.00	RETIREE HEALTH SAVINGS CONTRIB	300	182	215	172	245	150
101-226-724.00	VEHICLE ALLOWANCE	105	315	320	105	105	0
101-226-726.00	OFFICE SUPPLY	165	600	200	0	200	200
101-226-728.00	DUES, BOOKS, PERIODICAL	0	50	100	150	150	100
101-226-744.00	POSTAGE	0	7	25	0	25	25
101-226-802.00	CONTRACTUAL SERVICES	4,193	3,859	2,000	4,286	5,750	2,000
101-226-837.00	MEDICAL	1,215	1,679	1,500	1,282	1,650	1,500
101-226-857.00	TRAVEL	264	51	50	0	50	50
101-226-885.00	TRAINING	60	870	250	601	1,000	500
101-226-900.00	PUBLISHING	114	433	200	13	200	200
TOTAL APPROPRIATIONS		29,785	24,310	24,925	20,309	29,579	14,900
NET OF REVENUES/APPROPRIATIONS - 226 - HUMAN RESOURCE		(29,785)	(24,310)	(24,925)	(20,309)	(29,579)	(14,900)

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 260 - FINANCE DEPT AND/OR ABA GENERAL							
ESTIMATED REVENUES							
101-260-607.00	CHARGES FOR SERVICES-FEES	431	361	500	637	600	600
101-260-676.00	REIMBURSEMENTS & RESTITUTIONS	0	2,000	0	0	0	0
	TOTAL ESTIMATED REVENUES	431	2,361	500	637	600	600
APPROPRIATIONS							
101-260-702.00	SALARIES AND WAGES	141,073	148,095	178,593	133,524	172,275	262,470
101-260-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0	516	0	0	8,927	0
101-260-703.00	PART TIME WAGES	0	0	1,500	0	0	0
101-260-704.00	OVERTIME	1,235	2,096	2,250	2,496	5,100	1,850
101-260-714.00	MEDICARE	1,995	2,125	2,613	1,922	2,670	3,780
101-260-715.00	FICA	8,530	9,087	11,179	8,219	11,435	16,185
101-260-716.00	HOSPITALIZATION INSURANCE	42,713	39,015	52,627	33,326	43,500	79,835
101-260-717.00	LIFE INSURANCE	426	454	571	405	525	780
101-260-719.00	PENSION CONTRIBUTION	9,670	10,218	12,410	9,343	12,825	15,900
101-260-719.01	MERS DB CONTRIBUTION	0	133	115	81	115	0
101-260-720.00	WORKERS COMPENSATION	0	496	414	679	950	1,560
101-260-721.00	UNEMPLOYMENT INSURANCE	18	17	283	16	85	100
101-260-723.00	RETIREE HEALTH SAVINGS CONTRIB	2,449	2,590	3,110	2,484	3,075	4,075
101-260-726.00	OFFICE SUPPLY	2,483	2,686	2,900	2,371	3,250	2,900
101-260-727.00	OFFICE EQUIPMENT	47	1,488	1,500	2,004	3,200	1,750
101-260-728.00	DUES, BOOKS, PERIODICAL	410	530	450	795	950	950
101-260-744.00	POSTAGE	0	3,394	3,500	1,698	3,500	3,500
101-260-801.00	PROFESSIONAL SERVICES	28,250	31,000	32,500	29,500	30,500	34,500
101-260-802.00	CONTRACTUAL SERVICES	4,955	32,562	55,000	17,922	59,500	45,000
PRIMARILY REPRESENTS CONTRACTUAL COSTS TO INNOVATIVE SOFTWARE WHO ASSISTS WITH THE COLLECTION OF DELINQUENT CITY INCOME TAX PAYMENTS AND WITH THE PROCESSING OF SOME OF THE INCOME TAX RELATED FORMS.							
101-260-804.00	PRINTING AND COPYING	1,485	851	1,800	1,162	1,500	1,650
101-260-851.00	TELEPHONE	2,140	2,179	2,500	1,926	2,750	3,500
101-260-857.00	TRAVEL	246	233	350	773	1,100	450
101-260-885.00	TRAINING	2,669	2,312	2,500	2,598	3,150	3,200
101-260-950.00	INSURANCE AND BONDS	603	611	650	519	650	650
101-260-955.00	MISCELLANEOUS	0	0	150	23	150	150
	TOTAL APPROPRIATIONS	251,397	292,688	369,465	253,786	371,682	484,735
NET OF REVENUES/APPROPRIATIONS - 260 - FINANCE DEPT F		(250,966)	(290,327)	(368,965)	(253,149)	(371,082)	(484,135)

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST							
APPROPRIATIONS							
101-265-702.00	SALARIES AND WAGES	10,210	7,498	10,784	7,608	11,500	9,210
101-265-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0	0	0	622	1,770	0
101-265-704.00	OVERTIME	70	114	325	0	325	325
101-265-714.00	MEDICARE	144	107	177	115	190	140
101-265-715.00	FICA	616	459	732	494	825	615
101-265-716.00	HOSPITALIZATION INSURANCE	3,077	1,968	3,750	2,553	3,850	3,500
101-265-717.00	LIFE INSURANCE	34	23	34	17	34	30
101-265-719.00	PENSION CONTRIBUTION	72	23	220	110	300	620
101-265-719.01	MERS DB CONTRIBUTION	0	379	504	359	550	0
101-265-720.00	WORKERS COMPENSATION	0	205	529	317	540	365
101-265-721.00	UNEMPLOYMENT INSURANCE	1	1	35	1	10	5
101-265-723.00	RETIREE HEALTH SAVINGS CONTRIB	175	124	210	144	245	165
101-265-741.00	UNIFORMS	0	0	100	0	100	100
101-265-750.00	SAFETY MATERIALS (OSHA)	300	93	300	0	300	300
101-265-776.00	MATERIALS AND SUPPLIES	343	739	500	631	635	500
101-265-785.00	BUILDING & GROUNDS REPAIR & MA	7,129	9,624	7,500	9,751	74,500	10,000
2018 - THE SIGNIFICANT INCREASE REFLECTS THE COST TO INSTALL A NEW BOILER IN CITY HALL.							
101-265-802.00	CONTRACTUAL SERVICES	20,582	35,948	18,000	20,344	25,000	18,000
101-265-851.00	TELEPHONE	864	871	1,000	1,108	1,341	1,300
101-265-900.00	PUBLISHING	0	0	100	0	100	100
101-265-921.00	GAS	5,929	6,952	7,750	5,284	8,600	8,000
101-265-922.00	ELECTRICITY	14,970	15,968	15,000	14,582	16,500	15,000
101-265-943.00	EQUIPMENT RENTAL	373	255	500	545	880	500
101-265-950.00	INSURANCE AND BONDS	3,156	3,195	3,400	2,713	3,275	3,400
TOTAL APPROPRIATIONS		68,045	84,546	71,450	67,298	151,370	72,175
NET OF REVENUES/APPROPRIATIONS - 265 - MUNICIPAL BLDG		(68,045)	(84,546)	(71,450)	(67,298)	(151,370)	(72,175)

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 276 - CEMETERY							
ESTIMATED REVENUES							
101-276-627.00	CHARGES FOR CEMETERY SERVICES	57,198	49,313	50,000	54,447	54,447	55,000
101-276-676.00	REIMBURSEMENTS & RESTITUTIONS	0	0	0	0	3,000	3,000
REIMBURSEMENT OF \$3,000/YR FROM ST. JOHNS CHURCH FOR TAKING CARE OF THEIR PORTION OF THE CEMETERY.							
101-276-699.00	TRANSFER IN	17,000	20,000	30,000	30,000	30,000	0
FROM CEMETERY TRUST, REIMBURSEMENT FOR CEMETERY CARE - BEGINNING WITH THE 2019 BUDGET, NO MONEY WILL BE TRANSFERRED IN AS ONLY INVESTMENT INCOME FROM THE TRUST SHOULD BE USED FOR PERPETUAL CARE.							
TOTAL ESTIMATED REVENUES		74,198	69,313	80,000	84,447	87,447	58,000
APPROPRIATIONS							
101-276-702.00	SALARIES AND WAGES	56,230	55,672	67,066	48,059	67,066	61,205
101-276-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0	5	3,000	1,252	4,225	2,510
101-276-703.00	PART TIME WAGES	3,722	3,860	0	940	3,000	1,100
101-276-704.00	OVERTIME	3,724	2,699	5,600	2,586	5,600	3,300
101-276-707.00	ON CALL PAY	0	0	0	350	875	1,575
101-276-714.00	MEDICARE	885	873	1,116	746	1,145	990
101-276-715.00	FICA	3,783	3,735	4,740	3,190	4,875	3,875
101-276-716.00	HOSPITALIZATION INSURANCE	25,650	20,865	23,200	15,736	23,200	26,465
101-276-717.00	LIFE INSURANCE	153	163	200	143	200	170
101-276-719.00	PENSION CONTRIBUTION	245	2,265	4,200	2,362	3,150	1,235
101-276-719.01	MERS DB CONTRIBUTION	0	2,381	1,604	1,778	3,500	6,155
101-276-720.00	WORKERS COMPENSATION	0	1,781	3,853	2,598	3,860	3,790
101-276-721.00	UNEMPLOYMENT INSURANCE	10	9	140	7	75	40
101-276-723.00	RETIREE HEALTH SAVINGS CONTRIB	1,204	1,137	1,525	1,019	1,525	1,370
101-276-726.00	OFFICE SUPPLY	475	1,374	500	581	700	500
101-276-728.00	DUES, BOOKS, PERIODICAL	0	35	0	70	70	70
101-276-741.00	UNIFORMS	444	460	450	412	480	960
101-276-746.00	TOOLS AND EQUIPMENT	0	0	200	225	350	200
101-276-750.00	SAFETY MATERIALS (OSHA)	65	124	100	69	90	100
101-276-776.00	MATERIALS AND SUPPLIES	7,743	9,531	6,500	4,531	5,500	6,500
101-276-778.00	GASOLINE	1,554	2,096	1,600	2,175	2,400	2,600
101-276-780.00	VEHICLE & EQUIP MAINT SUPPLIES	3,274	6,516	3,000	2,353	2,700	3,000
101-276-785.00	BUILDING & GROUNDS REPAIR & MA	785	4,500	800	0	800	800
101-276-802.00	CONTRACTUAL SERVICES	735	7,764	2,000	4,057	4,500	4,000
101-276-851.00	TELEPHONE	1,721	1,592	1,650	1,345	1,550	1,600
101-276-885.00	TRAINING	0	245	150	464	220	300
101-276-900.00	PUBLISHING	0	0	100	0	100	100
101-276-921.00	GAS	1,457	1,766	2,300	1,443	1,800	2,300
101-276-922.00	ELECTRICITY	2,376	1,933	2,900	1,513	2,500	2,900
101-276-941.00	BUILDING RENTAL	4,000	4,000	4,000	3,333	4,000	4,000
EQUIPMENT POOL/STREET GARAGE BLDG RENT							
101-276-943.00	EQUIPMENT RENTAL	17,500	17,500	17,500	14,583	17,500	17,000
101-276-950.00	INSURANCE AND BONDS	2,692	2,725	2,900	2,314	2,900	2,900
101-276-955.00	MISCELLANEOUS	268	282	300	293	370	300
101-276-999.00	TRANSFER OUT	1,311	1,300	1,300	1,300	1,300	1,300
2017 - \$550 TO ENERGY BOND DEBT SERVICE FUND, \$750 TO DPW BLDG DEBT SERVICE FUND. 2018 - \$550 TO ENERGY BOND DEBT SERVICE FUND, \$750 TO DPW BLDG DEBT SERVICE FUND. 2019 - \$550 TO ENERGY BOND DEBT SERVICE FUND, \$750 TO DPW BLDG DEBT							
TOTAL APPROPRIATIONS		142,006	159,188	164,494	121,827	172,126	165,210

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016	2017	2018	2018	2018	2019
		ACTIVITY	ACTIVITY	ORIGINAL BUDGET	ACTIVITY THRU 10/31/18	PROJECTED ACTIVITY	MGR RECOM'D BUDGET
Dept 276 - CEMETERY							
NET OF REVENUES/APPROPRIATIONS - 276 - CEMETERY		(67,808)	(89,875)	(84,494)	(37,380)	(84,679)	(107,210)

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 345 - PUBLIC SAFETY							
ESTIMATED REVENUES							
101-345-477.00	LIQUOR LICENSES	4,141	5,594	5,500	220	5,500	5,500
101-345-507.00	FEDERAL GRANTS-PUBLIC SAFETY	1,483	26,400	46,273	715	46,273	0
2017 - \$25,000 GRANT TOWARDS A NEW PATROL CAR. CITY MATCH WILL BE PAID IN INSTALLMENTS IN 2018 AND 2019.							
2018 - REPRESENTS APPROX 64% REIMBURSEMENT FROM US DEPT OF JUSTICE FOR COPS GRANT HIRING PROGRAM (\$72,302 X 64% = \$46,273).							
101-345-543.00	STATE GRANTS: PUBLIC SAFETY	5,156	2,886	0	3,172	3,172	1,500
101-345-590.00	LOCAL GRANTS	439	0	0	3,500	3,500	1,500
101-345-607.00	CHARGES FOR SERVICES-FEES	1,543	2,054	1,500	1,271	1,500	1,500
101-345-657.00	PARKING FINES	13,735	3,161	15,000	9,045	15,000	15,000
101-345-671.00	OTHER REVENUES	8,192	695	1,000	500	500	500
101-345-676.00	REIMBURSEMENTS & RESTITUTIONS	35,483	18,641	12,000	6,470	7,378	10,500
101-345-678.00	K-9	0	0	0	1,869	1,850	0
101-345-680.00	OUIL COST RECOVERY	910	305	500	375	500	500
TOTAL ESTIMATED REVENUES		71,082	59,736	81,773	27,137	85,173	36,500
APPROPRIATIONS							
101-345-702.00	SALARIES AND WAGES	867,411	954,709	1,035,014	795,084	1,018,100	1,068,050
101-345-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0	13,715	22,500	2,111	4,300	20,070
101-345-703.00	PART TIME WAGES	14,336	0	0	0	0	0
101-345-704.00	OVERTIME	118,539	179,446	146,075	137,860	187,500	100,000
101-345-705.00	SICK TIME INCENTIVE PAY	7,916	3,370	1,175	3,468	3,468	8,425
101-345-714.00	MEDICARE	14,233	16,316	18,236	13,292	17,725	17,495
101-345-715.00	FICA	1,310	1,557	1,890	1,389	1,725	1,725
101-345-716.00	HOSPITALIZATION INSURANCE	314,188	337,734	365,354	268,848	349,825	355,700
101-345-717.00	LIFE INSURANCE	1,933	2,269	2,421	1,878	2,300	2,400
101-345-718.00	DISABLIITY INSURANCE	585	485	2,625	1,846	2,625	3,090
101-345-719.00	PENSION CONTRIBUTION	490	1,807	2,100	1,608	2,025	2,090
101-345-719.01	MERS DB CONTRIBUTION	0	6,094	7,872	6,445	7,760	11,700
PAID TO MERS FOR DISPATCHER DIVISION OF OLD DB PENSION PLAN							
101-345-719.02	EMPLOYER CONT. - ADPS PENSION	0	0	0	0	0	1,675
101-345-720.00	WORKERS COMPENSATION	0	24,577	38,191	30,433	39,500	45,865
101-345-721.00	UNEMPLOYMENT INSURANCE	114	112	1,500	75	200	250
101-345-723.00	RETIREE HEALTH SAVINGS CONTRIB	140	516	640	459	575	595
101-345-725.00	CLOTHING ALLOWANCE	4,872	7,900	10,650	9,400	9,400	9,900
101-345-726.00	OFFICE SUPPLY	3,505	982	1,500	1,260	1,500	1,500
101-345-727.00	OFFICE EQUIPMENT	1,172	534	1,000	556	556	1,000
101-345-728.00	DUES, BOOKS, PERIODICAL	847	509	250	439	439	500
101-345-741.00	UNIFORMS	12,523	15,356	12,000	8,712	12,000	12,000
101-345-744.00	POSTAGE	154	317	500	44	100	500
101-345-746.00	TOOLS AND EQUIPMENT	3,088	3,320	4,000	7,284	7,284	4,000
101-345-776.00	MATERIALS AND SUPPLIES	1,398	1,579	1,500	962	1,500	1,500
101-345-778.00	GASOLINE	20,369	25,920	25,000	20,393	25,000	25,000
101-345-780.00	VEHICLE & EQUIP MAINT SUPPLIES	5,568	8,091	1,500	786	1,500	1,500
101-345-780.10	VEHICLE MAINT. - CARS & LT DUTY TR	29,138	26,247	25,000	21,232	25,000	25,000
101-345-780.20	COMM'L TRUCK MAINT. - FIRE, PLOW,	11,067	8,187	15,000	16,005	16,500	15,000
101-345-785.00	BUILDING & GROUNDS REPAIR & MA	815	2,611	5,000	1,469	4,000	4,000
101-345-790.00	K-9	0	0	0	425	450	0
101-345-791.00	INVESTIGATIVE EXPENSES	1,261	1,634	1,500	2,060	2,060	1,500
101-345-801.00	PROFESSIONAL SERVICES	1,458	3,779	0	0	0	0
101-345-802.00	CONTRACTUAL SERVICES	50,570	47,234	50,000	44,360	50,000	50,000
101-345-802.04	COUNTY DISPATCH	105,559	137,167	140,000	112,605	130,000	125,000
101-345-802.08	ANIMAL CONTROL	7,514	7,546	8,000	2,488	8,000	8,000
101-345-804.00	PRINTING AND COPYING	164	23	500	0	0	0
101-345-851.00	TELEPHONE	3,627	3,865	5,500	3,238	5,500	5,500
101-345-857.00	TRAVEL	21	611	500	117	120	0
101-345-885.00	TRAINING	18,758	29,368	12,000	13,613	14,000	12,000
101-345-941.00	BUILDING RENTAL	21,600	21,600	21,600	21,600	21,600	21,600

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 345 - PUBLIC SAFETY APPROPRIATIONS							
TO ABA FOR RENTAL OF THE FIRE STATION.							
101-345-943.00	EQUIPMENT RENTAL	0	170	0	24	24	0
101-345-950.00	INSURANCE AND BONDS	38,769	39,104	41,500	33,207	41,500	42,500
101-345-955.00	MISCELLANEOUS	87	252	0	525	550	0
101-345-977.00	EQUIPMENT	16,042	25,929	10,000	9,009	10,000	10,000
101-345-980.00	OFFICE EQUIPMENT & FURNITURE	413	0	0	220	220	500
101-345-981.00	VEHICLES	45,201	32,957	39,485	39,799	41,000	46,580
2016 - \$20,079 ANNUAL PMT ON NEW FORDS PURCHASED IN 2015. LAST PMT = 2017 PLUS \$25,122 FOR DOWN PMT & IN-CAR COMPUTER FOR PROPOSED NEW CAR PURCHASE IN 2016. LAST PMT FOR THIS CAR = 2018.							
2017 - \$20,079 ANNUAL PMT ON NEW FORDS PURCHASED IN 2015. LAST PMT = 2017 PLUS \$12,818 ANNUAL PMT ON CAR PURCHASED IN 2016. LAST PMT = 2018							
2018 - \$26,667 (FOR 1/3 OF THE COST OF 2 PATROL CARS TALLING \$80,000) PLUS THE LAST PMT ON VEHICLE PURCHASED IN 2016 OF \$12,818.							
2019 - ANNUAL INSTALLMENT FOR 2 VEHICLES PURCHASED IN 2018 - \$26,667 DOWN PMT ON THE PURCHASE ON NEW VEHICLES IN 2019 - 19,980.							
101-345-999.00	TRANSFER OUT	41,927	44,072	43,022	43,022	43,022	41,867
TO ABA DEBT SERVICE FUND FOR FIREBARN BOND PAYMENT							
TOTAL APPROPRIATIONS		1,788,682	2,039,571	2,122,100	1,679,650	2,110,453	2,105,577
NET OF REVENUES/APPROPRIATIONS - 345 - PUBLIC SAFETY		(1,717,600)	(1,979,835)	(2,040,327)	(1,652,513)	(2,025,280)	(2,069,077)

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 422 - CODE ENFORCEMENT							
ESTIMATED REVENUES							
101-422-479.00	CORNERSTONE PERMITS	107,921	69,117	70,000	58,261	70,000	70,000
THIS IS FORWARDED ON TO CORNERSTONE INSPECTION SERVICES SO IT'S OFFSET BY ACCOUNT 101-422-802.10 BELOW.							
101-422-483.00	ZONING PERMITS	4,165	2,710	2,500	2,310	2,500	2,500
101-422-607.00	CHARGES FOR SERVICES-FEES	2,584	(13,309)	10,000	2,300	3,000	12,500
101-422-607.01	ABATEMENT CHARGEBACKS	(16,266)	(7,750)	(7,500)	(3,345)	(3,350)	(4,500)
101-422-607.03	10% INSPECTION ADMIN FEE	10,564	6,789	7,000	5,808	7,000	7,000
101-422-671.00	OTHER REVENUES	2,650	350	300	0	0	0
101-422-699.00	TRANSFER IN	0	14,000	14,000	14,000	14,000	14,000
2017, 2018 & 2019 - TRANSFER IN FROM SOLID WASTE TO COVER APPROXIMATELY HALF OF THE CONTRACTUAL COSTS INCURRED TO HAVE TRASH, BRUSH, LAWN CLIPPINGS AND OTHER RUBBISH REMOVED FROM CODE VIOLATION PROPERTIES.							
TOTAL ESTIMATED REVENUES		111,618	71,907	96,300	79,334	93,150	101,500
APPROPRIATIONS							
101-422-702.00	SALARIES AND WAGES	44,405	47,279	48,163	40,613	54,970	83,360
101-422-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0	0	1,200	1,297	1,298	0
101-422-703.00	PART TIME WAGES	0	0	22,620	0	0	0
101-422-704.00	OVERTIME	0	0	0	0	750	5,000
101-422-714.00	MEDICARE	623	671	1,053	590	830	1,280
101-422-715.00	FICA	2,663	2,868	4,504	2,303	3,545	5,475
101-422-716.00	HOSPITALIZATION INSURANCE	14,870	15,050	15,545	15,154	21,500	35,250
101-422-717.00	LIFE INSURANCE	190	221	225	163	225	445
101-422-718.00	DISABILITY INSURANCE	259	259	265	65	265	0
101-422-719.00	PENSION CONTRIBUTION	682	713	725	597	1,100	2,515
101-422-720.00	WORKERS COMPENSATION	0	283	663	475	650	1,090
101-422-721.00	UNEMPLOYMENT INSURANCE	5	5	140	6	50	50
101-422-723.00	RETIREE HEALTH SAVINGS CONTRIB	790	834	874	770	1,100	1,720
101-422-724.00	VEHICLE ALLOWANCE	211	632	632	194	194	0
101-422-726.00	OFFICE SUPPLY	174	1,904	1,400	630	1,400	1,500
101-422-727.00	OFFICE EQUIPMENT	3,052	546	2,500	2,052	2,500	2,500
101-422-728.00	DUES, BOOKS, PERIODICAL	636	842	600	253	600	600
101-422-744.00	POSTAGE	0	78	100	47	100	100
101-422-750.00	SAFETY MATERIALS (OSHA)	0	30	150	0	150	200
101-422-776.00	MATERIALS AND SUPPLIES	246	0	500	109	500	500
101-422-778.00	GASOLINE	256	186	300	204	300	400
101-422-802.00	CONTRACTUAL SERVICES	23,425	18,045	28,000	24,283	28,000	32,500
A PORTION OF THIS WILL BE REIMBURSED BY SOLID WASTE FUND FOR THE REMOVAL OF TRASH, BRUSH, LAWN CLIPPINGS AND OTHER RUBBISH FROM CODE VIOLATION PROPERTIES.							
101-422-802.10	CONTRACTUAL SERV - CORNERSTONE PEI	107,085	68,913	70,000	40,614	70,000	70,000
THIS REFLECTS WHAT IS PAID TO CORNERSTONE INSPECTION SERVICES. IT'S COLLECTED FROM PROPERTY OWNERS AND CONTRACTORS AND RECEIPTED IN ACCT 101-422-479.00 ABOVE.							
101-422-851.00	TELEPHONE	626	463	1,150	441	1,150	1,950
101-422-857.00	TRAVEL	20	0	75	0	75	125
101-422-885.00	TRAINING	194	55	450	60	450	1,000
101-422-943.00	EQUIPMENT RENTAL	2,500	2,500	5,000	2,083	2,500	5,000
101-422-950.00	INSURANCE AND BONDS	592	587	500	457	540	650
101-422-955.00	MISCELLANEOUS	0	76	75	2	75	75
TOTAL APPROPRIATIONS		203,504	163,040	207,409	133,462	194,817	253,285

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016	2017	2018	2018	2018	2019
		ACTIVITY	ACTIVITY	ORIGINAL BUDGET	ACTIVITY THRU 10/31/18	PROJECTED ACTIVITY	MGR RECOM'D BUDGET
Dept 422 - CODE ENFORCEMENT							
NET OF REVENUES/APPROPRIATIONS - 422 - CODE ENFORCEME		(91,886)	(91,133)	(111,109)	(54,128)	(101,667)	(151,785)

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 442 - CITY MAINTENANCE							
APPROPRIATIONS							
101-442-702.00	SALARIES AND WAGES	11,836	10,879	14,911	6,634	14,900	13,710
101-442-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0	0	0	622	1,085	0
101-442-703.00	PART TIME WAGES	384	494	0	0	0	0
101-442-704.00	OVERTIME	2,099	1,742	3,300	1,527	3,300	3,300
101-442-714.00	MEDICARE	201	183	266	122	280	215
101-442-715.00	FICA	858	783	1,129	524	1,195	905
101-442-716.00	HOSPITALIZATION INSURANCE	4,289	4,411	5,925	3,073	5,925	4,075
101-442-717.00	LIFE INSURANCE	37	35	50	25	50	25
101-442-719.00	PENSION CONTRIBUTION	259	217	660	153	660	595
101-442-719.01	MERS DB CONTRIBUTION	0	828	979	547	1,040	0
101-442-720.00	WORKERS COMPENSATION	0	510	1,093	478	1,155	995
101-442-721.00	UNEMPLOYMENT INSURANCE	2	2	75	2	75	10
101-442-723.00	RETIREE HEALTH SAVINGS CONTRIB	261	237	365	161	380	295
101-442-726.00	OFFICE SUPPLY	0	71	100	0	25	50
101-442-776.00	MATERIALS AND SUPPLIES	1,194	1,820	2,400	1,601	2,200	2,400
101-442-785.00	BUILDING & GROUNDS REPAIR & MA	1,378	0	1,500	168	300	1,000
101-442-802.00	CONTRACTUAL SERVICES	2,430	793	2,500	4,993	5,250	2,500
101-442-851.00	TELEPHONE	2,002	2,256	2,100	1,460	1,800	2,000
101-442-922.00	ELECTRICITY	137,007	147,405	3,500	3,921	5,500	4,500
STARTING IN 2018, THE ELECTRICITY COST FOR OUR STREET LIGHTS WILL BE ACCOUNTED FOR SEPARATELY IN ACCT #101-428-922.00 BELOW. THIS EXPLAINS THE SIGNIFICANT DECREASE IN 2018.							
101-442-941.00	BUILDING RENTAL	4,000	4,000	4,000	3,333	4,000	4,000
101-442-943.00	EQUIPMENT RENTAL	7,781	6,369	7,000	2,759	6,500	7,000
101-442-950.00	INSURANCE AND BONDS	204	207	220	176	212	200
101-442-999.00	TRANSFER OUT	8,515	8,350	8,350	8,350	8,350	8,350
TO ENERGY BOND DEBT SERVICE FUND							
TOTAL APPROPRIATIONS		184,737	191,592	60,423	40,629	64,182	56,125
NET OF REVENUES/APPROPRIATIONS - 442 - CITY MAINTENAN		(184,737)	(191,592)	(60,423)	(40,629)	(64,182)	(56,125)

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Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 444 - TREE TRIMMING							
APPROPRIATIONS							
101-444-702.00	SALARIES AND WAGES	606	341	1,350	0	1,350	1,350
101-444-703.00	PART TIME WAGES	151	24	0	0	0	0
101-444-704.00	OVERTIME	70	0	250	0	250	250
101-444-714.00	MEDICARE	11	5	25	0	25	25
101-444-715.00	FICA	49	21	100	0	100	100
101-444-716.00	HOSPITALIZATION INSURANCE	319	171	600	0	600	670
101-444-717.00	LIFE INSURANCE	0	1	10	0	10	10
101-444-719.00	PENSION CONTRIBUTION	19	7	65	0	65	90
101-444-719.01	MERS DB CONTRIBUTION	0	24	85	0	85	0
101-444-720.00	WORKERS COMPENSATION	0	19	90	0	90	140
101-444-721.00	UNEMPLOYMENT INSURANCE	0	0	5	0	5	5
101-444-723.00	RETIREE HEALTH SAVINGS CONTRIB	14	7	35	0	35	35
101-444-802.00	CONTRACTUAL SERVICES	7,245	13,784	10,000	14,206	18,000	10,000
101-444-943.00	EQUIPMENT RENTAL	995	516	3,000	0	0	0
TOTAL APPROPRIATIONS		9,479	14,920	15,615	14,206	20,615	12,675
NET OF REVENUES/APPROPRIATIONS - 444 - TREE TRIMMING		(9,479)	(14,920)	(15,615)	(14,206)	(20,615)	(12,675)

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Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 447 - ENGINEERING							
APPROPRIATIONS							
101-447-702.00	SALARIES AND WAGES	2,644	3,274	3,441	2,505	3,441	3,445
101-447-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0	0	0	622	1,085	0
101-447-714.00	MEDICARE	37	46	56	45	56	50
101-447-715.00	FICA	160	198	219	191	275	220
101-447-716.00	HOSPITALIZATION INSURANCE	581	791	875	508	875	1,085
101-447-717.00	LIFE INSURANCE	9	11	15	9	15	15
101-447-719.00	PENSION CONTRIBUTION	0	0	0	0	30	250
101-447-719.01	MERS DB CONTRIBUTION	0	190	214	169	180	0
101-447-720.00	WORKERS COMPENSATION	0	112	168	90	135	45
101-447-721.00	UNEMPLOYMENT INSURANCE	0	0	5	0	5	5
101-447-723.00	RETIREE HEALTH SAVINGS CONTRIB	41	50	60	48	65	55
101-447-801.00	PROFESSIONAL SERVICES	5,168	5,969	4,500	10,271	22,500	10,000
101-447-851.00	TELEPHONE	96	96	100	72	75	100
TOTAL APPROPRIATIONS		8,736	10,737	9,653	14,530	28,737	15,270
NET OF REVENUES/APPROPRIATIONS - 447 - ENGINEERING		(8,736)	(10,737)	(9,653)	(14,530)	(28,737)	(15,270)

Calculations as of 10/31/2018

		2016	2017	2018	2018	2018	2019
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ORIGINAL BUDGET	ACTIVITY THRU 10/31/18	PROJECTED ACTIVITY	MGR RECOM'D BUDGET
Dept 448 - STREET LIGHTING							
APPROPRIATIONS							
101-448-922.00	ELECTRICITY	0	0	142,500	121,163	169,500	150,000
HISTORICALLY THE ELECTRICITY COST FOR STREET LIGHTS WAS REFLECTED UNDER CITY MAINTENANCE (ACCT #101-442-922.00 ABOVE), BUT THE STATE SUGGESTS TRACKING IT SEPARATELY, AND SINCE IT'S SO SIGNIFICANT IN COST, IT WILL NOW BE REFLECTED HERE IN IT'S OWN DEPARTMENT.							
TOTAL APPROPRIATIONS		0	0	142,500	121,163	169,500	150,000
NET OF REVENUES/APPROPRIATIONS - 448 - STREET LIGHTIN		0	0	(142,500)	(121,163)	(169,500)	(150,000)

Calculations as of 10/31/2018

		2016	2017	2018	2018	2018	2019
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ORIGINAL BUDGET	ACTIVITY THRU 10/31/18	PROJECTED ACTIVITY	MGR RECOM'D BUDGET
Dept 526 - EPA LANDFILL							
APPROPRIATIONS							
101-526-802.00	CONTRACTUAL SERVICES	11,041	8,285	8,800	7,660	8,600	21,000
THE COST JUMPS SHARPLY EVERY SO MANY YEARS BECAUSE IN ADDITION TO MONITORING, THE CONTRACTOR HAS TO REPLACE THE MONITORING WELLS. 2019 IS A YEAR THAT WILL REQUIRE REPLACEMENT SO WE WILL BE BILLED A LARGER AMOUNT THROUGHOUT THE YEAR. THIS IS PER CONTRACT.							
TOTAL APPROPRIATIONS		11,041	8,285	8,800	7,660	8,600	21,000
NET OF REVENUES/APPROPRIATIONS - 526 - EPA LANDFILL		(11,041)	(8,285)	(8,800)	(7,660)	(8,600)	(21,000)

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 758 - ALBION RIVER/BIKE TRAIL							
ESTIMATED REVENUES							
101-758-540.00	STATE GRANTS	0	218,014	0	75,117	75,117	0
FROM DNR FOR THE RIVER TRAIL. AT THE TIME THE 2018 BUDGET WAS COMPLETED, IT WAS ANTICIPATED THAT ALL RECEIPTS AND EXPENDITURES WOULD BE COMPLETED BY THE 2017 YEAR-END. HOWEVER, SOME CARRIED OVER IN 2018.							
101-758-590.00	LOCAL GRANTS	0	4,598	0	902	902	0
ALBION COMMUNITY FOUNDATION - \$3,000 FOR BIKE RACKS CONSUMERS ENERGY TREE GRANT - \$2,500 FOR TRESS (SEE FOOTNOTE ABOVE).							
101-758-675.00	CONTRIBUTIONS-PRIVATE INDIVIDU	0	0	0	300	300	0
ALBION COLLEGE AND/OR THEIR GRANTORS - \$104,200 (SEE FOOTNOTE ABOVE).							
TOTAL ESTIMATED REVENUES		0	222,612	0	76,319	76,319	0
APPROPRIATIONS							
101-758-802.00	CONTRACTUAL SERVICES	0	220,348	0	75,117	75,117	0
\$218,014 - TO ALBION COLLEGE AS PASS-THROUGH (FOR PROJECT COSTS) \$2,334 - TO GEE FARMS FOR TREES.							
101-758-977.00	EQUIPMENT	0	2,264	0	0	0	0
BIKE RACKS PURCHASED TO DATE.							
101-758-999.00	TRANSFER OUT	0	0	0	1,202	1,202	0
TOTAL APPROPRIATIONS		0	222,612	0	76,319	76,319	0
NET OF REVENUES/APPROPRIATIONS - 758 - ALBION RIVER/E		0	0	0	0	0	0

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 775 - PARKS							
ESTIMATED REVENUES							
101-775-607.00	CHARGES FOR SERVICES-FEES	2,010	2,625	2,750	2,390	2,400	2,500
101-775-676.00	REIMBURSEMENTS & RESTITUTIONS	1,302	0	0	0	0	0
TOTAL ESTIMATED REVENUES		3,312	2,625	2,750	2,390	2,400	2,500
APPROPRIATIONS							
101-775-702.00	SALARIES AND WAGES	72,233	82,237	83,566	62,860	84,500	82,090
101-775-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0	5	3,000	622	3,560	1,295
101-775-702.02	WORKERS COMP SICK LEAVE	0	0	0	398	200	0
101-775-703.00	PART TIME WAGES	1,269	1,604	0	752	2,260	0
101-775-704.00	OVERTIME	4,891	1,922	5,000	6,815	10,800	5,000
101-775-707.00	ON CALL PAY	1,260	1,160	1,575	1,050	1,575	1,575
101-775-714.00	MEDICARE	1,103	1,205	1,421	1,007	1,480	1,275
101-775-715.00	FICA	4,717	5,150	6,014	4,304	6,325	5,465
101-775-716.00	HOSPITALIZATION INSURANCE	32,023	36,855	39,000	29,529	39,500	37,110
101-775-717.00	LIFE INSURANCE	216	235	255	193	255	235
101-775-719.00	PENSION CONTRIBUTION	2,393	2,731	3,000	2,451	3,350	3,190
101-775-719.01	MERS DB CONTRIBUTION	0	4,565	5,854	4,150	5,854	6,205
101-775-720.00	WORKERS COMPENSATION	0	2,169	3,603	2,582	3,955	3,655
101-775-721.00	UNEMPLOYMENT INSURANCE	12	12	175	10	65	55
101-775-723.00	RETIREE HEALTH SAVINGS CONTRIB	1,517	1,676	1,920	1,409	1,920	1,810
101-775-728.00	DUES, BOOKS, PERIODICAL	0	0	0	15	0	0
101-775-741.00	UNIFORMS	940	1,048	1,000	811	1,050	1,800
101-775-746.00	TOOLS AND EQUIPMENT	0	0	300	0	300	300
101-775-750.00	SAFETY MATERIALS (OSHA)	65	124	100	556	650	100
101-775-776.00	MATERIALS AND SUPPLIES	1,703	9,646	5,000	4,500	5,050	5,000
101-775-778.00	GASOLINE	4,521	5,124	5,000	4,774	7,000	5,000
101-775-780.00	VEHICLE & EQUIP MAINT SUPPLIES	7,258	7,802	6,500	3,380	4,500	6,500
101-775-785.00	BUILDING & GROUNDS REPAIR & MA	1,691	3,917	1,500	7	0	0
101-775-802.00	CONTRACTUAL SERVICES	903	5,582	1,500	3,184	4,500	2,000
101-775-851.00	TELEPHONE	721	721	680	526	550	680
101-775-885.00	TRAINING	0	79	120	211	211	200
101-775-921.00	GAS	489	471	1,000	461	650	1,000
101-775-922.00	ELECTRICITY	6,652	6,793	6,750	5,852	6,500	6,750
101-775-941.00	BUILDING RENTAL	4,000	4,000	4,000	3,333	4,000	4,000
FOR EQUIPMENT POOL/STREET GARAGE BLDG/GARAGE RENTAL							
101-775-943.00	EQUIPMENT RENTAL	20,000	20,000	20,000	16,667	20,000	20,000
101-775-950.00	INSURANCE AND BONDS	3,922	3,900	4,150	3,312	4,000	4,150
101-775-955.00	MISCELLANEOUS	0	2	25	0	25	10
101-775-976.00	BUILDINGS, ADDITIONS & IMPROVE	0	0	500	0	500	0
101-775-977.00	EQUIPMENT	0	0	500	0	500	500
101-775-999.00	TRANSFER OUT	750	750	750	750	750	750
2017 - \$750 TO DPW BLDG DEBT SERVICE FUND 2018 - \$750 TO DPW BLDG DEBT SERVICE FUND 2018 - \$750 TO DPW BLDG DEBT SERVICE FUND							
TOTAL APPROPRIATIONS		175,249	211,485	213,758	166,471	226,335	207,700
NET OF REVENUES/APPROPRIATIONS - 775 - PARKS		(171,937)	(208,860)	(211,008)	(164,081)	(223,935)	(205,200)

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 776 - RIEGER PARK POND PROJECT							
APPROPRIATIONS							
101-776-802.00	CONTRACTUAL SERVICES	0	0	17,000	0	0	0
2018 - ESTIMATED COST OF REPAIRING/IMPROVING RIEGER PARK POND. THE REPAIRS WERE NOT MADE IN 2018 SO NO ACTUAL YR-TO-DATE COST INCURRED. AFTER DISCUSSING, IT WAS DECIDED TO HOLD OFF ON THESE REPAIRS TO SEE WHAT HAPPENS TO THE POND DAMN.							
TOTAL APPROPRIATIONS		0	0	17,000	0	0	0
NET OF REVENUES/APPROPRIATIONS - 776 - RIEGER PARK PC		0	0	(17,000)	0	0	0

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 778 - HOLLAND PARK TRANSFORMATION PROJECT							
ESTIMATED REVENUES							
101-778-580.00	CONTRIBUTION FROM LOCAL UNITS	1,831	600	0	0	0	0
101-778-590.00	LOCAL GRANTS	37,217	79,579	25,000	4,454	4,454	10,000
2019 - AT THIS POINT WE ARE ONLY ESTIMATING WHAT MAY COME IN FROM GRANT MONEY IN 2019. IT IS ASSUMED THAT WHAT COME IN WILL BE SPENT THE SAME YEAR.							
101-778-675.00	CONTRIBUTIONS-PRIVATE INDIVIDU	6,827	648	0	250	250	0
TOTAL ESTIMATED REVENUES		45,875	80,827	25,000	4,704	4,704	10,000
APPROPRIATIONS							
101-778-776.00	MATERIALS AND SUPPLIES	3,815	21,647	0	48	0	0
2017 - REFLECTS THE EQUIPMENT TO BE PURCHASED FOR THE YOUTH PROJECT PROPOSED FOR 2017.							
2018 - ASSUMES WHATEVER AMOUNT IS RECEIVED IN GRANT REVENUE IN 2018 WILL BE SPENT ON IMPROVEMENTS AT THE PARK. SAME FOR 2019.							
101-778-802.00	CONTRACTUAL SERVICES	33,772	59,180	25,000	0	4,704	10,000
101-778-977.00	EQUIPMENT	8,288	0	0	0	0	0
TOTAL APPROPRIATIONS		45,875	80,827	25,000	48	4,704	10,000
NET OF REVENUES/APPROPRIATIONS - 778 - HOLLAND PARK T		0	0	0	4,656	0	0

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 895 - GENERAL APPROPRIATION							
APPROPRIATIONS							
101-895-716.00	HOSPITALIZATION INSURANCE	36,621	50,110	0	0	0	0
HISTORICALLY THIS WAS USED TO REFLECT THE COST OF THE RETIREE'S HEALTH INSURANCE PAID BY THE CITY, THEN THE REVENUE ACCOUNT # 101-000-676.01 ABOVE, REFLECTED THE OFFSETTING REIMBURSEMENT FROM THE RETIREE'S. STARTING IN 2018, BOTH THE PAYMENTS AND THE REIMBURSEMENTS WILL BE REFLECTED IN A BALANCE SHEET ACCOUNT SINCE THEY HAVE NO NET IMPACT ON HERE REVENUE AND EXPENSE.							
101-895-719.01	MERS DB CONTRIBUTION	5,140	5,700	16,800	13,093	16,800	31,824
PAID TO MERS FOR THE OLD HOSPITAL NURSES DB PENSION PLAN. A SIGNIFICANT JUMP IN 2019 REFLECTS THE NEW INVOICED AMOUNTS BASED ON THE ACTUARIAL COMPLETED BY MERS.							
101-895-726.00	OFFICE SUPPLY	3,534	3,539	4,250	2,880	4,250	4,250
101-895-728.00	DUES, BOOKS, PERIODICAL	335	300	300	300	300	300
101-895-744.00	POSTAGE	6,864	7,078	7,000	10,570	15,500	13,500
101-895-801.00	PROFESSIONAL SERVICES	1,035	0	3,000	1,800	2,000	4,000
101-895-802.00	CONTRACTUAL SERVICES	88,408	56,967	52,000	46,556	52,000	49,500
2018 - I.T. RIGHT -ANNUAL COMPUTER SUPPORT - \$13,600 INNOVATIVE SOFTWARE SUPPORT (INCOME TAX) - \$4,510 BS&A SOFTWARE SUPPORT - \$11,225 PITNEY BOWES - POSTAGE METER \$660 TOSHIBA COPIER LEASE \$1,960 APEX SOFTWARE SUPPORT - \$235 I.T. RIGHT BARRACUDA & OFFSITE BACKUP - \$1,410 REVIZE WEBSITE HOSTING \$2,400 DOMAIN AND/OR WEBSITE LISTING - \$205 WOW CABLE - CITY HALL INTERNET \$468 CONSTANT CONTACT - NEWLETTER SOFTWARE - \$240 MUNETRIX WEBSITE TRANSPARENCY SUPPORT - \$1,858 STOW AWAY STORAGE UNIT ANNUAL RENT - \$840 MUNICIPAL CODE CORP. ANNUAL FEE - \$275 ALBION/MARSHALL CONNECTOR CONTRIBUTION - \$3,000 PLANNING COMMISSION - RRR/ZONING - \$4,000 2019 - I.T. RIGHT -ANNUAL COMPUTER SUPPORT - \$13,600 INNOVATIVE SOFTWARE SUPPORT (INCOME TAX) - \$4,510 BS&A SOFTWARE SUPPORT - \$11,500 PITNEY BOWES - POSTAGE METER \$660 TOSHIBA COPIER LEASE \$1,960 APEX SOFTWARE SUPPORT - \$235 I.T. RIGHT BARRACUDA & OFFSITE BACKUP - \$1,410 REVIZE WEBSITE HOSTING \$2,400 DOMAIN AND/OR WEBSITE LISTING - \$305 WOW CABLE - CITY HALL INTERNET \$468 CONSTANT CONTACT - NEWLETTER SOFTWARE - \$240 MUNETRIX WEBSITE TRANSPARENCY SUPPORT - \$2,500 STOW AWAY STORAGE UNIT ANNUAL RENT - \$840 MUNICIPAL CODE CORP. ANNUAL FEE - \$275 ALBION/MARSHALL CONNECTOR CONTRIBUTION - \$3,000 BASIC/PCORI FEE - AFFORDABLE CARE - \$600 BMI - \$315 CONSTANT CONTACT - \$540.							
101-895-804.00	PRINTING AND COPYING	583	0	300	0	300	300
101-895-950.00	INSURANCE AND BONDS	40,846	41,346	43,500	34,945	43,500	43,500
101-895-955.00	MISCELLANEOUS	13,969	7,822	2,500	1,797	2,000	2,500

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 895 - GENERAL APPROPRIATION APPROPRIATIONS							
MOST OF THIS WAS FOR THE \$50 SIDEWALK ASSESSMENT ON CITY OWNED PROPERTIES. 2017 IS THE LAST YEAR OF THE PROGRAM SO NO THESE COSTS GO AWAY IN 2018 WHICH EXPLAINS THE DECLINE.							
TOTAL APPROPRIATIONS		197,335	172,862	129,650	111,941	136,650	149,674
NET OF REVENUES/APPROPRIATIONS - 895 - GENERAL APPROE		(197,335)	(172,862)	(129,650)	(111,941)	(136,650)	(149,674)

Calculations as of 10/31/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 ACTIVITY THRU 10/31/18	2018 PROJECTED ACTIVITY	2019 MGR RECOM'D BUDGET
Dept 930 - TRANSFER IN							
ESTIMATED REVENUES							
101-930-699.00	TRANSFER IN	10,000	10,000	10,000	10,000	10,000	10,000
2017, 2018 & 2019 - \$10,000 FROM SOLID WASTE - GARBAGE/TRASH DISPOSAL.							
TOTAL ESTIMATED REVENUES		10,000	10,000	10,000	10,000	10,000	10,000
NET OF REVENUES/APPROPRIATIONS - 930 - TRANSFER IN		10,000	10,000	10,000	10,000	10,000	10,000
ESTIMATED REVENUES - FUND 101		3,823,727	3,988,773	3,874,288	3,182,142	4,030,341	4,167,692
APPROPRIATIONS - FUND 101		3,488,085	4,049,895	4,046,365	3,151,614	4,206,279	4,248,912
NET OF REVENUES/APPROPRIATIONS - FUND 101		335,642	(61,122)	(172,077)	30,528	(175,938)	(81,220)
BEGINNING FUND BALANCE		1,162,258	1,497,901	1,436,785	1,436,785	1,436,785	1,260,847
ENDING FUND BALANCE		1,497,900	1,436,779	1,264,708	1,467,313	1,260,847	1,179,627

2019 Ending Fund Balance as a
 Percentage of Appropriations = 27.76%

INFORMATION
ONLY

MEMORANDUM OF AGREEMENT

TO: Thomas Mead, Finance Director
FROM: LaTonya Rufus, City Manager
CC: Cullen Harkness, City Attorney, Jill Domingo, City Clerk
RE: Extension of Notice of Resignation

Mr. Thomas Mead, hereinafter referred to as "Employee," is employed by the City of Albion, hereinafter referred to as "City," as its Finance Director pursuant to a written employment agreement. Employee previously provided written notice of Employee's resignation of Employee's employment with the City and provided the required four (4)-week notice as required by Employee's employment agreement. Pursuant to Employee's notice, Employee's final day of employment would have been November 16, 2018.

The parties herein now mutually desire to extend Employee's notice period an additional four (4) weeks, such that Employee's employment with the City shall continue until December 14, 2018. As such, the parties herein agree that Employee shall remain in the employ of the City as its Finance Director until December 14, 2018. The parties herein further agree that during this extension of the notice period, Employee's employment shall continue to be governed by the above referenced employment agreement and Employee's salary set forth therein shall continue to be paid in regular intervals and any benefits contained therein shall continue to accrue accordingly. The terms of the Employee's employment agreement shall remain otherwise unchanged.

This memorandum shall be interpreted under the laws of the State of Michigan. This memorandum may not be modified except in writing and signed by both Employee and the City.

This agreement shall be deemed to be retroactive to November 16, 2018.

Thomas Mead, Finance Director

Dated:_____

LaTonya Rufus, City Manager

Dated:_____

Jill Domingo, City Clerk

Dated:_____

Cullen Harkness, City Attorney

Dated:_____