



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.

Joseph V. Domingo
Mayor

Maurice Barnes, Jr.
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Garrett Brown
Council Member
3rd Precinct

Rebecca Decker
Council Member
4th Precinct

Cheryl Krause
Council Member
5th Precinct

Andrew French
Mayor Pro Tem
Council Member
6th Precinct

Sheryl L. Mitchell
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.

AGENDA

COUNCIL MEETING

Monday, October 17, 2016

7:00 P.M.

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. PRESENTATIONS
 - A. Albion College International Students
 - B. Red Ribbon Week Proclamation-Harry Bonner Sr.
- VII. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)
- VIII. CONSENT CALENDAR (VV)
(Items on Consent Calendar are voted on as one unit)
 - A. Approval Study Session Minutes, September 14, 2016
 - B. Approval Study Session Minutes, September 26, 2016
 - C. Approval Study Session Minutes-September 28, 2016
 - D. Approval Regular Session Minutes, October 3, 2016
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval for Trick or Treat from 6 p.m. to 8 p.m. on Monday, October 31, 2016 (VV)



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

- B. Request Approval Resolution # 2016-61, Approval to Retain Additional Services of Wightman & Associates, Inc. for USDA Water System Grant Application (RCV)
- C. Discussion/Approval Albion Trust Agreement (RCV)
- D. Request for Approval for the City Manager to Cast the Official Ballot for Board Members as Recommended by the MML (RCV)
- E. Discussion/Approval Resolution # 2016-62, A Resolution Adopting a Moratorium on the Establishment and Operation of Medical Marijuana Facilities (RCV)
- F. City Manager Report
- G. Future Agenda Items
- H. Motion to Excuse Absent Council Member(s)
- X. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)
- XI. ADJOURN

RESOLUTION
NOMINATION OF HONORARY CITIZENSHIP
October 17, 2016

Whereas: It has come to the attention of the City of Albion that it is the host to a number of international students; and

Whereas: These students call Albion their home, if only for a short time; and

Whereas: Having such a diversity among its population is a positive contribution to the welfare of the City; and

Whereas: A representative of Albion College has asked for these international students to be recognized by the City Council.

THEREFORE, LET IT BE RESOLVED that the following persons shall be hereby named as honorary citizens of the City of Albion:

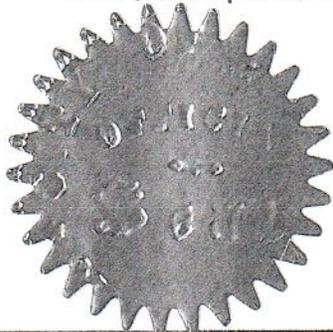
NAME & HOME COUNTRY

Shreeya Aryal-Nepal
Altanzul Davaa-Ochir-Mongolia
Raksha Iyanger-India
Roohia Roohia-Pakistan
Axelle Bizien-France
Valentine Guerni-France
Kezia Varde-France
Lifan Zhu-China
Jaqueline Ramirez-Guerrero-Mexico
Khoa Nguyen-Vietnam

NAME & HOME COUNTRY

Subeedei Barkhasbadi-Mongolia
Urbi Dwa-Nepal
Murun Jargal-Mongolia
Veren Aben-Nigeria
Shawal Cheema-Pakistan
Caroline Guillet-France
Saori Imanaka-Japan
Anna Kaussen-Germany
Takashi Miki-Japan
Camille Longerinas-France

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed.



Joseph V. Domingo

Joseph V. Domingo, Mayor
17 October 2016

Date

CITY OF ALBION

Certificate of Honorary Citizenship

The Mayor and City Council of the City of Albion, Michigan

do hereby proclaim:

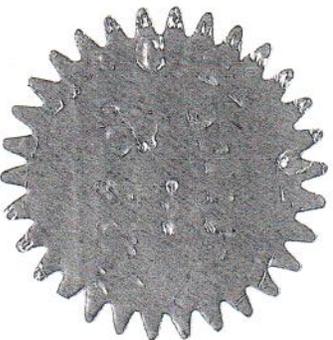
SHREEYA ARYAL

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

And the 181st year of Albion's founding.



BY:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

M. Domingo
M. Domingo, City Clerk

CITY OF ALBION

Certificate of Honorary Citizenship

The Mayor and City Council of the City of Albion, Michigan

do hereby proclaim:

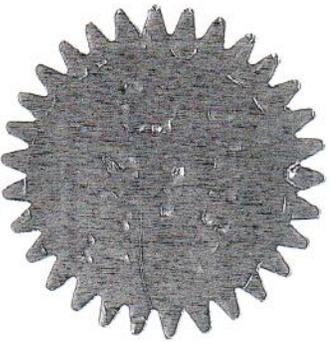
SUBEEDI BARKHASBADI

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

And the 181st year of Albion's founding.



By:

Joseph V. Domingo, Mayor

Attest:

Jill Domingo, City Clerk

CITY OF ALBION

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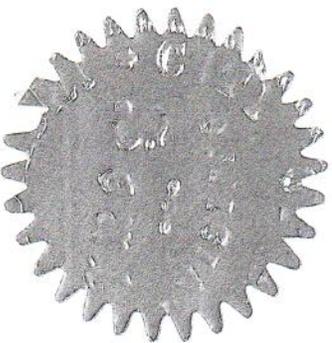
ALTANZUL DAVAA-OCHIR

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

And the 181st year of Albion's founding.



By:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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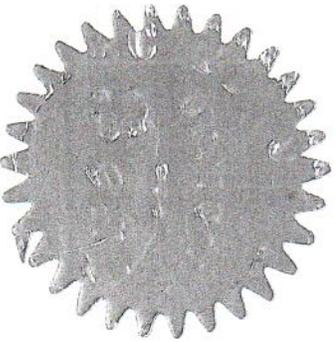
URBI DWA

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

And the 181st year of Albion's founding.



By:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Bill Domingo
Bill Domingo, City Clerk

CITY OF ALBION

Certificate of Honorary Citizenship

The Mayor and City Council of the City of Albion, Michigan

do hereby proclaim:

RAKSHA IYANGER

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

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BY:

Joseph N. Domingo
Joseph N. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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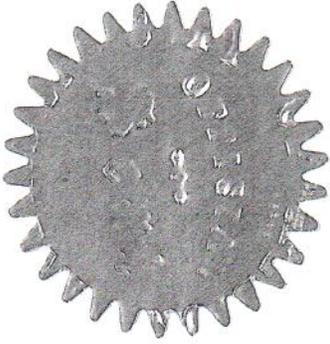
MURUN JARGAL

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

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By:

Joseph N. Domingo
Joseph N. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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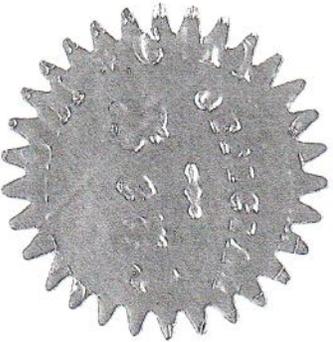
ROOHIA ROOHIA

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

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By:

Joseph V. Domingo
Mayor

Attest:

Jill Domingo
City Clerk

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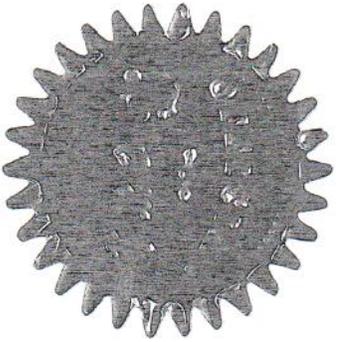
VEREN ABEN

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

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By:

Joseph N. Domingo, Mayor

Attest:

Jill Domingo, City Clerk

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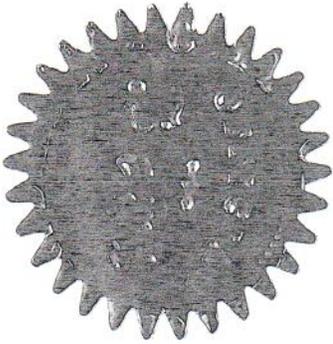
AXELLE BIZIEN

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

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By:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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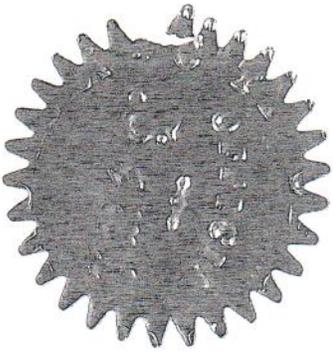
SHAWAL CHEEMA

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

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By:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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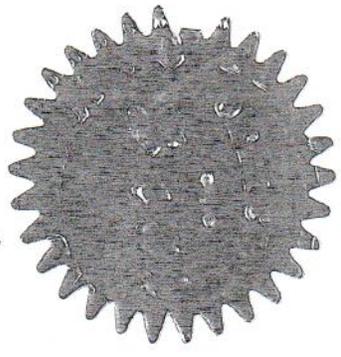
VALENTINE GUERNI

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

And the 181st year of Albion's founding.



By:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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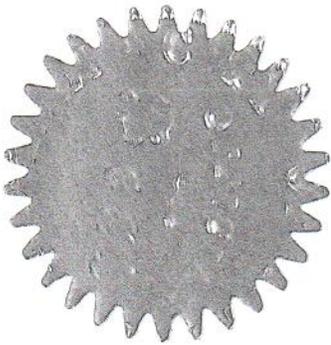
CAROLINE GUILLET

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

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By:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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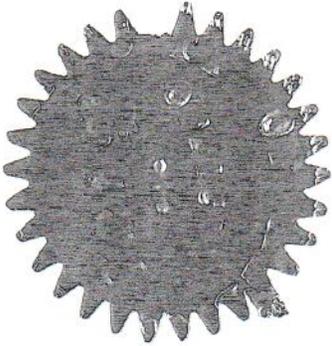
KEZIA VARDE

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

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By:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

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Jill Domingo, City Clerk

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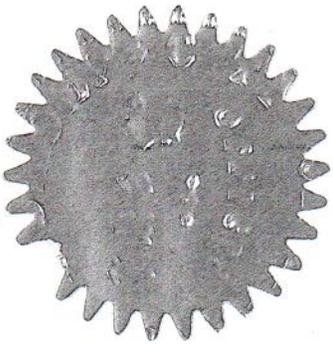
SAORI IMANAKA

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

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By:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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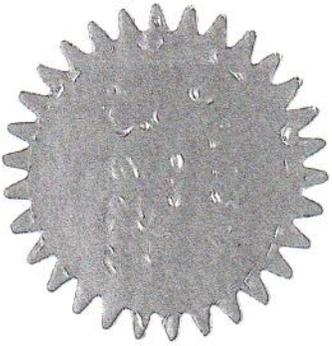
LIFAN ZHU

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

And the 181st year of Albion's founding.



BY:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Bill Domingo
Bill Domingo, City Clerk

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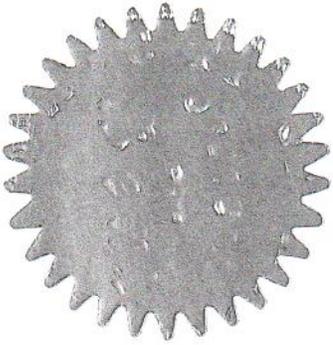
ANNA KAUSSEN

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

And the 181st year of Albion's founding.



By:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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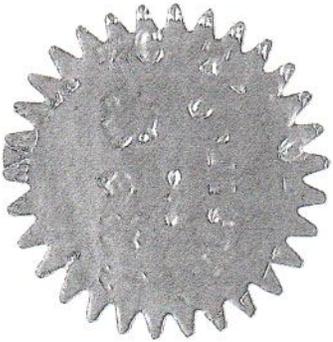
JACQUELINE RAMIREZ-GUERRERO

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

And the 181st year of Albion's founding.



By:

Joseph V. Domingo, Mayor

Attest:

Jill Domingo, City Clerk

CITY OF ALBION

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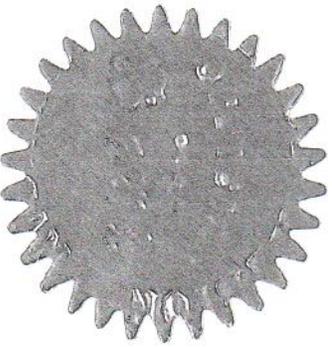
TAKASHI MIKI

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

And the 181st year of Albion's founding.



BY:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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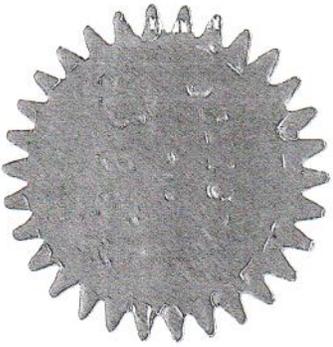
KHOA NGUYEN

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

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By:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

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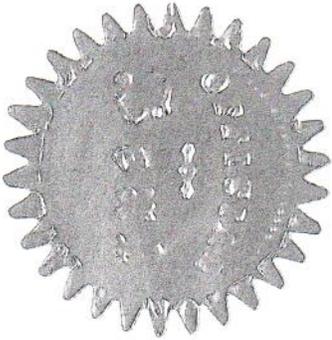
CAMILLE LONGERINAS

As an Honorary Citizen of the City of Albion

On this 17th day of October, 2016

In the 240th year of National Independence

And the 181st year of Albion's founding.



BY:

Joseph V. Domingo
Joseph V. Domingo, Mayor

Attest:

Jill Domingo
Jill Domingo, City Clerk

City of Albion
Celebrates
Red Ribbon Week
October 23 – 31, 2016

Whereas: Alcohol and other drug abuse in the nation has reached epidemic stages; and

Whereas: It is imperative that visible, united prevention education efforts by community members be launched to eliminate the demand for drugs; and

Whereas: Substance Abuse Prevention Services is sponsoring the National Red Ribbon Campaign offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and

Whereas: The National Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week", October 23-31; and

Whereas: Business, government, parents, law enforcement, media, medical, religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this week long campaign; and

Whereas: The City of Albion further commits its support to ensure the success of the Red Ribbon Campaign.

Now, Therefore Be It Resolved, that the City of Albion does hereby proclaim October 23 – 31, 2016, as RED RIBBON WEEK and encourages its citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug-free state.

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed.



Mayor

Joseph V. Dominguez

Date

23 October 2016

City of Albion
Study Session
September 14, 2016

I. Call To Order

Mayor Domingo opened the study session at 7:00 p.m.

II. Roll Call

Lenn Reid (2), Garrett Brown (3), Rebecca Decker (4), Cheryl Krause (5), Andrew French (6) and Mayor Joe Domingo. Maurice Barnes (1) was absent.

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk and John Tracy, Director Building, Planning & Code Enforcement.

III. Welcome and Introductions

IV. Calhoun County Land Bank-Krista Trout-Edwards

Krista Trout-Edwards, Executive Director Calhoun County Land Bank updated the Council with the following:

- Commercial property is anything that isn't considered a house
- The Austin School property has been listed. The Land Bank would like to see the property re-used versus demolition.
- The Land Bank is working in collaboration with local municipalities to create community stabilization and revitalization with buildings currently in the Land Bank.
- The Land Bank agreement approach is a view on how properties in the Land Bank can be stabilized as the Land Bank is unable to maintain all the properties they have in the Land Bank. This approach also needs to be supported by the local municipalities.
- Revitalization and redevelopment takes time and requires a long term vision.
- The Land Bank has nine (9) properties downtown primarily north of the Bohm Theatre, with each of these properties owing back taxes.
- The land bank agreements began in 2013 to show that we are attempting to revitalize these properties which helps with funding options for demolition.

- The majority of the properties are unoccupied with decent storefronts but the upstairs require a lot of work.
- The land bank agreements are not unique just to Albion and are not a blanket agreement. Each property requires a different approach and is reflected in the agreement.
- The land bank agreement concept works in conjunction with the revitalization of the Downtown and is viewed as an incentive.
- A long term land bank agreement would be preferred to be no more than five (5) years.
- The Land Bank agreements stabilize the structures. These agreements voted on each year by the Land Bank Board to receive extensions. Six (6) of the nine properties have land bank agreements that began in 2013 and were extended in 2014 and 2015.
- The land bank agreements allow a developer or investor time to plan, assess and find funding that allows for stabilization of ownership.
- A purchaser must have a purchase agreement and a land bank agreement along with a development plan for the building and financing. The purchase agreement is a standard purchase agreement and the land bank agreement will include specific items such as: the work that needs to be done and a timeline of when the work will be complete. The Land Bank also asks for a support letter from the City.
- These buildings require a lot of work before they can be placed back on the tax roll.
- Back taxes are paid on the property at the time of purchase. While these properties are in the Land Bank, no taxes are assessed. This is a small incentive for potential investors and developers.
- The land bank agreements do have a reverter clause stating the property will go back to the Land Bank if the land bank agreement is not met.
- The Bohm Theatre was originally in the Land Bank.
- The Land Bank will transition to land bank agreements with Albion Reinvestment Corporation (ARC).
- Some changes to the land bank agreements moving forward may include: all properties must be unoccupied, may look at having pop-up businesses to occupy buildings and adding benchmarks to the plan.

Comments were received from Council Members Decker, Brown, Krause and French, Mayor Domingo, Peggy Sindt, EDC President Peggy Sindt and Calhoun County Treasurer Christine Schauer.

Peggy Sindt, EDC President also provided the following information for the Calhoun County Land Bank:

- To purchase property in the Land Bank all back taxes must be paid.
- Seven (7) of the nine (9) properties in the Land Bank that were purchased had significant back taxes with a few in danger of foreclosure.
- Tax Exemption for a 501 C-3 is tied to the nonprofits mission. All nonprofits are not necessarily tax exempt.
- The mission of the Land Bank is to help re-develop trouble properties.
- Funds are placed in a shell company to allow time to determine what the best use of the property is and what type of tenants they would like.
- Large projects are the keystones for Development such as the Bohm and the Downtown Hotel project and has created a rise in interest for potential developers.
- The delinquent amount of taxes in the DDA district for 2012 was \$92,500 and included 57 of the 294 properties assessed. In 2015, the delinquent amount was \$61,500 which included 39 out of 294 properties assessed. The delinquent amounts are declining some.
- Not assessing properties while in the Land Bank, is a small incentive for the investors/developers and has a small impact on the City overall.
- Proactis Dev Strategies Inc. was an intermediary to help purchase properties.

Comments were received from Council Members Brown, French and Krause; Mayor Domingo and Christine Schauer, Calhoun County Treasurer.

V. Calhoun County Treasurer-Christine Schauer

Calhoun County Treasurer Christine Schauer stated the County Treasurer's Office advances funds to municipalities for property tax payments that were not paid to the City. If these funds are not paid at the County, the amount of the taxes are then charged back to the municipality. All tax foreclosed properties must go to auction.

VI. Citizen Comments

Comments were received from Tim Krause, Executive Director Albion Community Foundation; Bill Dobbins, Albion Reinvestment Corporation; Jay Loomis, 408 W. Ash St. and Mayor Domingo.

VII. Motion to Excuse Absent Council Member (s)

French moved, Krause supported, CARRIED, To Excuse Council Member Barnes. (6-0, vv)

XIII. Adjournment

French moved, Brown supported, CARRIED, to adjourn study session. (6-0 vv)

Mayor Domingo adjourned the meeting at 8:25 p.m.

Date

Jill Domingo
City Clerk

City of Albion
Study Session
September 26, 2016

I. CALL TO ORDER

Mayor Pro Tem French opened the study session at 7:00 p.m.

II. ROLL CALL

PRESENT: Maurice Barnes (1), Lenn Reid (2), Cheryl Krause (5), Andrew French (6).

ABSENT: Garrett Brown (3), Rebecca Decker (4), and Mayor Joseph Domingo.

STAFF PRESENT:

Sheryl Mitchell, City Manager; John Tracy, Director Building, Code Enforcement and Planning;

III. ITEMS FOR INDIVIDUAL DISCUSSION

A. Rental Registration and Certification Ordinance

John Tracy, Director of Building, Planning and Code Enforcement, provided an overview of the draft. City has adopted the 2015 International Property Maintenance Code. The proposed Ordinance adds some responsibility to the tenant. Presently, the inspection fee charged by Cornerstone is \$52 plus the administrative fee of the city. Ordinance would require all rental property to be registered annually. The certifications would be every two years. City does not presently have a comprehensive list of all rental property in the City. Discussion by French, Reid, Krause and Barnes.

IV. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required).

John Geyer (1010 S. Eaton), President - Albion Rental Property Association offered suggested amendments in writing. Terry Atkins (18072 – 27 Mile) spoke.

V. EXCUSE ABSENT MEMBERS.

Reid moved, Krause supported, to excuse Domingo, Brown, and Decker. (4-0, vv).

VI. ADJOURNMENT

Krause moved, Reid supported, CARRIED, to ADJOURN Study Session. (4-0, vv).

Mayor Pro Tem French adjourned the Study Session at 8:23 p.m.

PREPARED BY SHERYL L. MITCHELL

CITY OF ALBION

STUDY SESSION OF CITY COUNCIL AND DOWNTOWN DEVELOPMENT AUTHORITY

September 28, 2016

I. Call to Order

The meeting was called to order at 6:31 pm at Cascarelli's Conference Room, 116 S. Superior St., Albion, MI.

II. Roll Call – City Council

Present: Reid, Decker, and Krause

Absent: Barnes, Brown, French, Domingo

Roll Call – DDA

Present: Dysart-Drake, Lawler, Masternak, Evans

Absent: Tymkew, Yawson, Sindt, Brown

Staff Present: Mitchell, City Manager; Tracy, Planning, Building & Code Enforcement; Jones, Consultant

III. Discussion – Downtown Parking

Rosalyn Jones facilitated the discussion.

John Tracy, Director, Planning, Building & Code Enforcement provided an update on MDOT regulations for “wayfinding signage” and that they permit logo's on the signs.

Emily Petz, Michigan Economic Development Corporation recommended developing a strategic parking management plan, which is a two-year process. Data collection can include: use/demand, cataloguing the inventory, and the turnover rate. Best practice recommendations include: enforcement to ensure the system is being used as intended and encouraging master plan success through walkability features and economic activity. Need to evaluate: what are peak hours; bike parking; signs/wayfinding; charge for parking or not; parking benefit district to pay for lighting, trees, sidewalks and street furniture.

BACKGROUND

In 2006, a Parking Analysis was commissioned by the City of Albion and Downtown Development Authority (DDA). The study reported an inventory of 1,429 parking spaces in downtown Albion, which includes publicly and privately owned as well as on-street and off-street spaces. In general, on-street parking is preferred over off-street. On-street parking on Superior Street is preferred over other downtown streets.

As the dates for reconstruction of Superior Street and construction of the new hotel approach, it is imperative that the DDA and City take steps to help people make the transition to off-street parking. The 2006 Parking Analysis reported that there are approximately 315 parking spaces behind the Bohm Theatre. However, a number of people have expressed safety concerns regarding the use of this lot, especially at night.

DISCUSSION

Lighting - There is an urgent need for better lighting in the public parking lot behind the Bohm Theatre. At some point, a parking attendant might be considered.

Disabled and Elderly - In developing its parking management strategy, the DDA and City must ensure that there are accessible parking spaces as required by Americans with Disabilities (ADA) standards.

Truck Traffic on Superior Street - Should Albion petition MDOT to re-route heavy truck traffic off of Superior Street? If so, responsibility for road funding would shift from MDOT to the City. In addition, the amount of federal funding allocated for the road would probably decrease, due to the lower truck volume. Another unintended consequence is that the amount of car traffic through downtown Albion would likely decrease, if drivers perceive that the “new truck route” is faster and more convenient for them.

Hotel Parking - How will the hotel accommodate parking for its employees? Is an adequate number of parking spaces allocated for employees?

Time Limits - Should the time limits be adjusted for on-street versus off-street parking? The DDA and City should consider reducing the amount of time a vehicle can park in an on-street space, in order to encourage turnover. If the maximum amount of time for on-street is decreased, then the maximum time allowable for off-street public parking would be increased.

Parking Analysis - At some point, the 2006 Parking Analysis needs to be updated, in order to determine current and projected parking demand. The study would also assess the capacity to handle demand.

Parking Demand - Developments like the new hotel and the Ludington Center, located at 101 Superior Street, will affect parking demand. Questions were raised regarding the long range parking plans for the Ludington Center. The College did confirm that a van has been purchased to shuttle students to the Ludington Center, which lessen the demand for parking.

What are the peak hours for parking in downtown Albion? For example, peak demand for the Secretary of State office is different from that of the Bohm Theatre. An updated parking analysis would measure peak-hour utilization. The City is exploring the feasibility of using Geographic Information System (GIS) to help analyze parking demand. This would reduce the cost associated with any parking analysis.

Biking - Adequate bicycle parking should be offered to provide convenient and secure parking for those who choose to bike.

Pricing - At some point, the City and DDA should re-evaluate the decision of whether or not parking in downtown Albion will continue to be free. A successful paid-parking program could fund new street furniture, lighting, trees and other enhancements that directly benefit the downtown. Various pricing strategies should be explored.

Residential Parking - The City and DDA will need to explore various options for residential parking within the central business district.

“Parking can take over the downtown.” - In the effort to accommodate parking demand, Albion would not want to overbuild parking. Over-building can lead to a situation where parking dominates and reduces the availability of land for other uses. Parking is a resource, but it is not the reason why people visit downtown Albion.

Rear Entrances - Historically, businesses made better use of their rear entrances. Businesses with back door entrances should be encouraged to use them, especially with the upcoming Superior Street reconstruction. Businesses may need to call attention to these entrances and make them more inviting. Conceptual drawings may be available from previous grant applications to inspire design concepts for rear entrances and to generate ideas for the restoration of former alleyways.

Pedestrian Pavilion - As part of the broader strategy, a pavilion could be located in the downtown to enhance walkability.

Eaton Street - A request was made for no on-street parking on Eaton Street.

Maintenance - Certain parking spaces should be re-stripped to identify individual spaces, e.g. the parking lot behind the Farmers’ Market.

IV. Citizen Comments

- Review/update code/zoning for downtown residential parking
- Encourage use of entrances at rear of buildings
- Assist businesses in advising customers of available parking in rear of building
- Pedestrian promenade areas
- Increase sense of safety through lighting and people traffic
- Former Tattoo business – previously was an alley. Revert back.

V. Meeting adjourned at 8:15pm.

Recorded by Sheryl Mitchell, City Manager

City of Albion
City Council Meeting
October 3, 2016

I. Call To Order

Mayor Domingo opened the regular session at 7:00 p.m.

II. Moment of Silence To Be Observed

III. Pledge of Allegiance

IV. Roll Call

Maurice Barnes (1), Lenn Reid (2), Rebecca Decker (4), Cheryl Krause (5), Andrew French (6) and Mayor Joe Domingo. Garrett Brown (3) was absent.

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; John Tracy, Director, Building, Planning & Code Enforcement and Scott Kipp, Chief Public Safety.

V. Mayor & Council Member's Comments

Comments were received from Council Members Barnes and French and City Attorney Harkness.

VI. Presentations

A. SAW Grant-Smoke Testing Results-Jeff Wingard

Jeff Wingard, Fleis & Vandenbrink gave the Council the following update on the SAW Grant Smoke Testing Results:

- The purpose of the smoke test is to ensure there is not a crossover of the sanitary and storm sewers. This is done using a machine to insert smoke inside the manholes and seeing if and where smoke arises.
- **Storm Catch Basin/Grates-** had approximately 30 properties. These should be disconnected from the sanitary sewer and connected to the storm sewer. This is not a high priority but can be used for future planning of projects so the problem can be corrected.

- **Sanitary Cleanout/Vent:** These do need to be capped off but is not a high priority.
- **Downspout/Roof Gutter:** The storm water is going into the sanitary sewer and residents should be notified.
- **Infiltration and/or Inflow:** This usually can be fixed fairly easily and should be used for future planning to correct the issue.
- **Inside Residence:** This is generally when there are no traps for the plumbing in the house or problems with traps. This can be a health hazard and residents should be notified to have a licensed plumber go through the house. It may not be a high dollar fix.
- Tera Environmental will be starting next week cleaning out the sewer lines and then a camera will be run through the lines.
- We are in year two (2) of a three (3) year program.
- Once all the information is received they will begin an Asset Management Plan which the City will receive in February or March, 2017.
- The rate study will be done in a month or so.
- Once the project is complete, all the information will belong to the City to use for future planning.

Comments were received from Council Members Reid, Decker and French, Director Building, Planning & Code Enforcement Tracy and Mayor Domingo.

VII. Citizen's Comments

No comments were received.

VIII. Consent Calendar

A. Approval Regular Council Session Minutes – September 19, 2016

Decker moved, French supported, CARRIED, to approve the Consent Calendar as presented. (6-0 vv)

IX. Items for Individual Discussion

A. City Manager Report

City Manager Mitchell updated the Council with the following:

1. The Planning Commission is moving forward with the Comprehensive

Plan. Council is invited to the upcoming meetings, including:

- a. Sept. 20th meeting - Had presentation from Amanda Reintjes from the Michigan Historic Preservation Network on Historic Districts
 - b. **Monday, November 28, 7pm** – Planning Commission, Public Hearing and **Wednesday, November 30, 6:30pm** – City Council, Adoption of Phase 1 of Comprehensive Plan.
2. The **AmeriCorps/Vista** coordinating Town Halls and upcoming community discussion with the Calhoun County Land Bank on the Dalrymple School Property (tentative - 3rd week of Oct).
 3. **Albion Economic Development Corporation – CEO Search** – Current CEO Peggy Sindt retired as of Sept. 29th. Expecting that the replacement will be confirmed before the end of October.
 4. **Town Hall Meetings** – Oct 13th @ 7pm at Albion Community Building, 225 Watson and Oct. 27th at Lewis Chapel, 522 W. Center.
 5. **Rental Registration and Certification Ordinance** - a work session on September 26 and received good feedback and suggestions from the Landlord Association.
 6. **Downtown Development Authority & City Council Study Session on Downtown Parking**- Sept. 28th - recommendations for additional lighting and signage for existing lots, along with having lines to identify parking. Working with MEDC and MSU Extension on developing update for Downtown Parking Plan.
 7. **Fiber Network** - meeting on Oct.3 with Albion College and Merit about a community-wide network strategy and connectivity to City offices.
 8. **Consumer's Energy Easement** – project moved forward and City received \$3,800 check today.

9. **RFP for Single Trash Hauler** -The public bid opening was September 7, 2016. Need to schedule a study session with Council.
10. The Big Read had an outstanding parade and Festival. The book is very popular. Two rounds have already been passed out at City Hall.
11. The Recreation Department will be holding the Mother/Son dance on Friday, October 14th, 2016 from 7 pm to 9 pm at the Albion Community Schools.
12. The Recreation Department is currently having discussions with Marshall Schools for the use of the school building located on Watson St.
13. The Recreation Department held a basketball event last weekend with Milton Barnes.

EVENTS:

- a. **Forks Senior Center -Lunch & Learn**, Wed., October 5, 11:30am-1pm, \$3 at Holland Park with Council Member Lenn Reid
- b. **NAACP Freedom Fund Banquet** -Saturday, Oct. 8, 6pm, Baldwin Hall
- c. **Citizens to Beautify Albion -Potluck** - Tuesday, Oct. 11, 6pm, First Presbyterian Church, 305 E. Porter St.
- d. **Redevelopment Ready Community** - Best practice training. Click www.cvent.com/d/wvqldb to register.
- e. **Mental Health Reform & Innovation Policy Meeting** - Hosted by Harry Bonner and Albion College - Wed., Oct. 12 @ 7:10pm - Bobbitt Center
- f. **Lead Task Force - Awareness Event** -Thurs., October 27 at 6:30pm, Kool Center, Battle Creek

B. Future Agenda Items

- Council Member Barnes asked for an update on the business district on Austin Avenue and also demolitions and abatements.

Director of Building, Planning and Code Enforcement Tracy was able to give the following Austin Avenue update:

600 Block of Austin Avenue:

- 608 Austin Avenue- property owner previously complied with fencing off hazardous structure. Due to failure of property owner to contact city in July/Aug. as previously agreed to in reference to demolish structure, moving forward with legal action.
- 610 Austin Avenue- painted earlier this summer, per owner, possible tenant to use for storage.
- 614 Austin Avenue- property owners failed to follow up with abatement of debris during extended timeline, moving forward with legal action.

Follow-up with PMC:

As before, parking for commercial businesses in 600 block still an issue. Vacant property located on south side of 600 Block of Austin is owned by EDC, possible site for public parking if funds were available to city for improved parking surface/lot.

C. Motion to Excuse Absent Council Member (s) (VV)

Barnes moved, Reid supported, CARRIED, to excuse Council Member Brown (6-0, vv)

X. Citizen's Comments

Comments were received from Chad Baase, 921 Burr Oak St., Council Members Barnes and French and Mayor Domingo.

XI. Adjournment

French moved, Decker supported, CARRIED, to adjourn council session. (6-0 vv)

Mayor Domingo adjourned the meeting at 7:45 p.m.

Date

Jill Domingo
City Clerk

RESOLUTION #2016-61

Approval to Retain Additional Services of Wightman & Associates, Inc. for USDA Water System Grant Application

Purpose and Finding: The City's water tower and water systems are in need of updating and repair. The United States Department of Agriculture (USDA) has a grant available municipalities for water system improvements providing for up to 45% of the funds along with a low financing rate of 2.50% percent for the remaining costs. However, given the specialized information required for this grant and the depth of detail required, an engineer is required to assist. The City is seeking to retain the services of Wightman & Associates, Inc. to provide those services. The City already employs Wightman & Associates, Inc. as the City's engineer, however, the services to be provided for this grant would exceed the scope of the services they currently provide. The additional services to be provided by Wightman & Associates, Inc. for this grant application are outlined in their correspondence dated September 9, 2016, which is incorporated by reference. The total cost of services to be provided by Wightman & Associates, Inc. will be \$29,000.00. Should the City successfully obtain grant funding from the USDA, the \$29,000.00 will be satisfied out of those funds. If the City is not successful, the City would be required to pay the \$29,000.00.

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

RESOLVED, the City of Albion authorizes the retention of Wightman & Associates, Inc. for the provision of additional services in obtaining a USDA water system improvement grant.

BE IT FURTHER RESOLVED, the City of Albion authorizes the payment of \$29,000.00 to Wightman & Associates, Inc. for services rendered relative to the USDA grant application.

I hereby certify that the above resolution was adopted on October 17, 2016 in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Clerk

October 17, 2016

September 9, 2016

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

Attention: Mr. James Lenardson, Director of Public Services

RE: USDA FUNDING APPLICATION

Dear Jim:

Thank you for this opportunity to present our proposal for preparing a full application for USDA Rural Development financing for water system improvements. USDA is an excellent source of financing as they offer competitive rates and up to a 40 year amortization period. Grants are offered when your water rates exceed a predetermined threshold of the City's Median Household Income. Most recently, USDA has offered up to 45% grant along with a 2.50% financing rate. We have successfully assisted many communities with application and implementation of this program.

We have been very successful in the past in receiving USDA funding for both water and wastewater improvements. Wightman and Associates, Inc. was responsible for obtaining the financing, completing the design, and managing the construction for these USDA funded projects. We have attached a partial list with details of a few of these projects and could gladly furnish a more extensive list.

Based upon our knowledge of the City's water system, we have developed the following proposal for your consideration. Our proposal includes preparation of all items required for the application. Should the City wish to perform some of the work, our fees would be reduced accordingly.

Scope of Services:

Following is a detailed listing of the services which we would provide. Prior to starting the work, we would meet with City staff to define the improvements that will be included in the application. A primary component of the project will be an evaluation of the elevated water storage tank. Specifically, we would evaluate options for: 1) painting of the existing tank; 2) construction of a new tank with abandonment of the existing tank; and 3) painting of the existing tank and construction of a new tank. The City's water distribution system contains many undersized mains and aged pipes that include cast iron and asbestos cement, which often contribute to higher maintenance costs due to likelihood of breaking. We would utilize the City's existing model to determine a prioritization of mains to be replaced based upon the greatest positive impact to available fire flows. We would also perform condition assessments on the water supply (wells) and treatment components (iron filtration plant) for any needed improvements.

1. We would develop the Preliminary Engineering Report in accordance with Rural Development requirements. The report would include the results of our water system evaluation, a rate analysis to show how the loan portion would be repaid, as well as all other USDA Rural Development required information in accordance with the following outline:

Allegan Office:
264 Western Ave.
Allegan, MI 49010

Telephone:
(269) 673-8465

Website:
www.wightman-assoc.com

- PURPOSE AND SCOPE
- PROJECT PLANNING AREA
 - Location
 - Environmental Resources Present
 - Population Trends
 - Community Engagement
- EXISTING FACILITIES
 - Location Map
 - History
 - Condition of Existing Facilities
 - Financial Status of Existing Facilities
- NEED FOR PROJECT
 - Health, Sanitation and Security
 - Aging Infrastructure
 - Reasonable Growth
- ALTERNATIVES CONSIDERED
 - No Action
 - Description
 - Environmental Impacts
 - Potential Construction Problems
 - Sustainability Considerations
 - Cost Estimates
 - Painting the existing water tower along with water main improvements
 - Description
 - Design Criteria
 - Map
 - Environmental Impacts
 - Land Requirements
 - Potential Construction Problems
 - Sustainability Considerations
 - Cost Estimates
 - Abandoning the existing water tower and constructing a new water tower along with water main improvements
 - Description
 - Design Criteria
 - Map
 - Environmental Impacts
 - Land Requirements
 - Potential Construction Problems
 - Sustainability Considerations
 - Cost Estimates
 - Painting the existing water tower and constructing a new water tower along with water main improvements
 - Description
 - Design Criteria
 - Map
 - Environmental Impacts
 - Land Requirements
 - Potential Construction Problems

- Sustainability Considerations
 - Cost Estimates
 - SELECTION OF AN ALTERNATIVE
 - Life Cycle Cost Analysis
 - Non-Monetary Factors
 - RECOMMENDED ALTERNATIVE
 - Preliminary Project Design
 - Water Storage
 - Distribution System
 - Water Supply
 - Water Treatment
 - Project Schedule
 - Permit Requirements
 - Sustainability Considerations
 - Total Project Cost Estimate
 - Annual Operating Budget
 - Income
 - Annual Operation and Maintenance Costs
 - Debt Repayment
 - Reserves
 - CONCLUSIONS AND RECOMMENDATIONS
2. We would prepare the Environmental Report in accordance with Rural Development requirements. We would work with Rural Development to obtain all required environmental clearances under this item. The report would include all information required by Rural Development in accordance with the following outline:
- Purpose and Need for Project
 - Project Description
 - Purpose and Need for Project
 - Alternatives to the Proposed Action
 - No Action Alternative
 - Painting the existing water tower along with water main improvements
 - Abandoning the existing water tower and constructing a new water tower along with water main improvements
 - Painting the existing water tower and constructing a new water tower along with water main improvements
 - Affected Environment/Environmental Consequences
 - Land Use/Important Farmland/Formally Classified Lands
 - Affected Environment
 - Environmental Consequences
 - Mitigation
 - Floodplains
 - Affected Environment
 - Wetlands
 - Affected Environment
 - Environmental Consequences
 - Mitigation
 - Historic Properties

- Affected Environment
 - Biological resources
 - Affected Environment
 - Environmental Consequences
 - Mitigation
 - Water Quality Issues
 - Affected Environment
 - Environmental Consequences
 - Mitigation
 - Coastal Resources
 - Affected Environment
 - 3.8 Socio-Economic/Environmental Justice Issues
 - Affected Environment
 - Environmental Consequences
 - Mitigation
 - Miscellaneous Issues
 - Air Quality
 - Affected Environment
 - Environmental consequences
 - Mitigation
 - Transportation
 - Affected environment
 - Environmental Consequences
 - Mitigation
 - Noise
 - Affected Environment
 - Environmental consequences
 - Mitigation
 - Summary of Mitigation
 - Correspondence
 - Copy of SHPO Clearance and Application
 - Copy of US Fish and Wildlife Correspondence
 - Exhibits/Maps
 - Prime Farmland Map and Data
 - Floodplain Map
 - Project Area Wetland Map
 - Project Planning Area Map
3. We would obtain the customer data as required to complete Rural Development “Michigan Guide 2, Attachment 1”. The user data is critical, must be accurate, and will ultimately be certified to by the City.
 4. After completion of the above three items, we will prepare the application for federal assistance, form SF-424 along with all required attachments for signature by the City.
 5. We would publish the required “Public Notice of Intent to File an Application with Rural Development” in the Albion Recorder or other local publication and obtain the required affidavit of publication.

6. We would obtain State and Regional Clearinghouse comments from the State and Regional Planning Commissions and obtain a letter from the Southcentral Michigan Planning Council stating that the proposed project is consistent with the current "Area Comprehensive Plan".
7. Prepare a certification of inability to obtain commercial credit for signature by the City.
8. Obtain a copy of the latest audit report for the City to be submitted with the application
9. Prepare a proposed engineering agreement for the design and construction engineering for the project on the form required by Rural Development to be submitted with the application.
10. Work with the City attorney to prepare a legal services agreement on the required Rural Development form to be submitted with the application.
11. Obtain the City's federal CAGE# or assist the City in obtaining a federal CAGE# for inclusion as a part of the application.
12. Prepare all other certifications for signature by the City, including the "Equal Opportunity Agreement", "Assurance Agreement", "Certification Regarding Debarment", "Certification Regarding Drug-Free Workplace", etc., and all other items required to obtain an obligation of grant/loan funding from the USDA Rural Development.

Proposed Cost:

We would propose to perform all work for preparation of the USDA Rural Development funding application on a time and materials basis with payment to be made upon an offer of the Rural Development financing. Should the City decide not to submit or not to accept the Rural Development financing, payment will be due within 30 days.

1. Preliminary Engineering Report	\$13,000.00
2. Environmental Report	6,000.00
3. Customer Data, Michigan Guide 2, Attachment 1	5,000.00
4. Application Form and Attachments	800.00
5. Write and Publish Notice of Intent	200.00
6. Obtain Clearinghouse Comments	500.00
7. Prepare Commercial Credit Certification	500.00
8. Obtain Audit Copy	0.00
9. Prepare Engineering Agreement	0.00
10. Assist Preparation of Legal Contract	500.00
11. Obtain City's CAGE#	500.00
12. All Other Required Certifications, Etc.	<u>2,000.00</u>
Total Proposed Cost for USDA RD Application	\$29,000.00

We hope that our proposal is acceptable to the City of Albion and that we can continue to work with the City to improve your water system. We have attached a listing of similar projects for your information along with a copy of our standard hourly rates.

City of Albion
Mr. James Lenardson, Director of Public Services
September 9, 2016
Page 6

If you have any comments or questions concerning our proposal, please feel free to contact me.

Very truly yours,

WIGHTMAN & ASSOCIATES, INC.



Mickey E. Bittner, P.E.
mbittner@wightman-assoc.com

Enclosures

Standard Terms and Conditions

Updated 8.21.2015

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-

risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.

13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
17. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees

that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.

18. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.

19. Billing Rates.

Principal.....	\$180.00/hour
Senior Licensed Staff.....	\$140.00/hour
Licensed Staff II.....	\$120.00/hour
Licensed Staff I.....	\$110.00/hour
Senior Interior Designer	\$120.00/hour
Technical Manager.....	\$120.00/hour
Professional Staff III.....	\$100.00/hour
Professional Staff II.....	\$90.00/hour
Professional Staff I.....	\$80.00/hour
Technician III.....	\$80.00/hour
Technician II.....	\$70.00/hour
Technician I.....	\$65.00/hour
Administrative.....	\$60.00/hour
3 Man Survey Crew.....	\$170.00/hour
2 Man Survey Crew.....	\$140.00/hour
1 Man Survey Crew.....	\$95.00/hour
3 Man Survey Crew (Construction Staking).....	\$195.00/hour
2 Man Survey Crew (Construction Staking).....	\$165.00/hour
1 Man Survey Crew (Construction Staking).....	\$125.00/hour
Mortgage Inspection.....	\$250.00/each
Expert Witness/Testimony.....	\$300-\$500/hour

Reimbursable Expenses. Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:

- Black & White Prints/Copies
 - 8 ½ x 11 \$0.19/sheet
 - 8 ½ x 14 \$0.19/sheet
 - 11 x 17 \$0.19/sheet
- Color Prints/Copies
 - 8 ½ x 11 \$0.85/sheet
 - 8 ½ x 14 \$0.85/sheet
 - 11 x 17 \$1.25/sheet
- Black & White Plots
 - 12 x 18 \$1.50/sheet
 - 18 x 24 \$2.75/sheet
 - 24 x 36 \$5.00/sheet
 - 30 x 42+ \$7.50/sheet
- Color Plots
 - 12 x 18 \$9.00/sheet
 - 18 x 24 \$18.00/sheet
 - 24 x 36 \$30.00/sheet
 - 30 x 42+ \$42.00/sheet

WATER SYSTEMS

INNOVATIVE AND PRACTICAL SOLUTIONS FOR WATER SYSTEMS.

- ◆ Significant and innovative experience in developing practical water systems.
- ◆ Proven history of providing accurate rate studies and estimates.
- ◆ Able to work with clients to implement changes as needed during project.
- ◆ Total Engineering Fees include study costs, design engineering, easement surveying and acquisition, and complete construction engineering which includes full time inspection, construction staking, testing and construction administration.



BROAD RANGE OF EXPERIENCE

Our designs start with what will be in the best interest of our clients. The solutions must be cost-effective and practical. Our engineering experience encompasses a broad range of projects including water distribution systems and treatment, wastewater collection systems and treatment, storm sewers, road and bridge reconstruction and renovation, subdivisions, and site design.

We provide full service planning, surveying, design engineering, construction staking, inspection, environmental, right-of-way acquisition, material testing, and project management services.

DIAMOND & DONNELL LAKES WATER SYSTEM IMPROVEMENTS PROJECT

CALVIN, JEFFERSON, LAGRANGE AND PENN TOWNSHIPS, CASS COUNTY, MI



Client Reference:

Cass County Board of Public Works
Mr. Robert Wagel, Chairman,
(269) 445-4420

Project Cost: \$10,015,000

Services Provided:

- ◆ Feasibility Study
- ◆ System Modeling
- ◆ Surveying
- ◆ Property Acquisition
- ◆ Engineering
- ◆ Environmental

Description of Project:

The system includes:

- ◆ 78,710 linear feet of 12" Water Main
- ◆ 39,960 linear feet of 8" Water Main
- ◆ 8,050 linear feet of 6" Water Main
- ◆ 4,680 linear feet of 12" directionally drilled Water Main
- ◆ 220 6" Hydrants
- ◆ 1698 1" Water Services
- ◆ Complete restoration

Staff Involved:

- ◆ Thomas Deneau, P.E.
Project Manager

The Cass County Regional Water System received a \$10 million loan through the American Recovery and Reinvestment Act administered by the USDA Rural Development to provide reliable water service and improved fire protection for residents and businesses in four townships. The project when completed in November will provide water service and fire protection to over 1,800 dwelling units located in Calvin, Jefferson, La Grange and Penn townships.

The project was broken into three phases. The phase now under construction includes the developed areas around Diamond Lake. Phase two on Diamond Isle is scheduled for the fall of 2011. Phase three around Donnell Lake is scheduled to begin September 1 and end November 15, 2011.

WAI provided all engineering requirements for this project including the study, USDA application, system modeling, design engineering, construction staking and inspection.

Village of Lawton Water System Improvements Project

Van Buren County, MI

Client:

Village of Lawton

Contact:

Mr. David Cornish,
Village President,
(269) 624-6407

Project Date:

2009-2011

Project Cost:

\$3,240,000

Loan Forgiveness:

\$1,296,000

Description of Project

- 4,550' of 12-inch and 3,650' of 8-inch water main
- New 1000gpm production well
- New pump control system and radio telemetry
- New 500,000 hydro-spheroid water tower
- New radio read water metering system
- Demolition of Existing 250,000 Gallon Pedestal Water Tower

Services Provided:

- MDNRE/DWRF Project Plan
- DWRF Funding Application and Administration
- Surveying
- Design Engineering
- Construction Monitoring
- Construction Administration
- Permitting
- Easement Acquisition
- ARRA Quarterly Reporting

List of Key Personnel:

Jamie Harmon, P.E.
Matt Davis, P.E.



The Village of Lawton received funding from the Michigan Department of Environmental Quality Drinking Water Revolving Fund program that included a 40 percent principal forgiveness of the final loan amount. Combined with the competitive bidding by contractors that reduced costs by \$510,000, the Village will save approximately \$1.8 million in costs of the originally estimated \$3.75 million water project.

Lawton received the \$1,296,000 loan principal forgiveness amount as part of the American Recovery and Reinvestment Act (ARRA). The energy efficiency improvements to upgrade the water main and existing wells and a new radio read meter system amounted to \$883,872 of the forgiveness amount.

The water project also includes a new 500,000 gallon spheroid water tower, a new well, and the abandonment and demolition of the existing water tower and two aging wells. The largest component of the project is a new water tower which will be approximately 40 feet taller than the existing water tower. The new tower will raise the water pressure and provide increased fire protection on the east side of the Village and at the middle and high schools.

"We started this process over a year ago and we are looking forward to starting this project in February. We are especially pleased that our costs will be significantly under our original estimate. There were five contracts awarded and there are several local contractors who will be working on the project," stated David Cornish, Village President.

Village Engineer, Wightman & Associates, Inc. assisted the Village to identify the scope of the project and completed all the design work to meet the schedule for 2010 first quarter funding in order to receive the American Recovery and Reinvestment Act funds.

M-139 WATER AND SEWER

ORONOKO CHARTER TOWNSHIP/VILLAGE OF BERRIEN SPRINGS, MI



Client Reference:

Berrien County Board of Public Works

Contact:

Dan Fette (Berrien County),

Mike Hildebrand (Supervisor, Oronoko Charter Twp),

Milt Richter (President, Village of Berrien Springs)

Start Date: March 2015

Completion Date: September 2015

Project Cost: \$4.9 Million

Services Provided:

- USDA Funding Application and Coordination
- Water
- Sewer
- Roadway Design
- Bidding Services
- Construction Administration

Staff Involved:

- Dan Yerks, PE, Project Manager
- Matt Davis, PE, QA/QC
- Dave Mitchell, Project Representative



Extended Water and Sewer along M-139 from George Street to US-31, installed water main through the Fairgrounds from M-139 to Shawnee Road and improved various lines within the Village to provide improved fire protection, and potable water and sewer service.

- Over 9,000 feet of Sanitary Sewer
- One lift station
- Over 14,000 feet of Water Main
- Dozens of new Fire Hydrants

Citizens, land owners, and the health department have all been asking for a project such as this to be completed for over 20 years. Previous attempts to make these improvements have been abandoned due to the immense cost of the endeavor. Thanks to the collaboration of County, Village, and Township, and the additional financial contributions of Andrews University, the Berrien County Youth Fair, key property owners, MDOT and USDA, a two decade dream became reality.

SW MICHIGAN REGIONAL SANITARY SEWER & WATER AUTHORITY

BERRIEN COUNTY, MI



Client Reference:

Mr. Steve Tilly, Chairman,
(269) 429-2501

Project Cost: \$6,225,000

Services Provided:

- ◆ Surveying
- ◆ Planning
- ◆ Engineering
- ◆ Design
- ◆ Permitting
- ◆ Plan Design
- ◆ Construction Monitoring

Problems:

- ◆ Low water pressure in Stevensville, MI
- ◆ New status as water supplier

Solutions:

- ◆ System modeling and calibration
- ◆ Study and design to correct pressure problems
- ◆ Implement permitting procedure as water supplier

Staff Involved:

- ◆ Thomas A. Deneau, P.E.
- ◆ Oscar R. Loveless, P.E.
- ◆ Alan C. Smaka, P.E.



Wightman & Associates, Inc. provides on-going engineering services to the Lake Michigan Shoreline Water and Sewage Treatment Authority. We assisted in negotiating the current contract between the Authority and the City of St. Joseph for water treatment and operation and maintenance services. The contract required that the Authority become the water supplier, a service the City of St. Joseph previously supplied. We developed a procedure for reviewing plans and MDEQ submittals for the Authority and provide the review service on an on-going basis.

In response to increasing water demands and a pressure problem in the Stevensville area, we created and calibrated a water model for the water system with the six municipalities, servicing over 16,000 customers. Through modeling and a feasibility study that included cost estimates for numerous alternatives and a decision matrix, it was determined that the most cost effective and reliable solution was to construct two 1,000,000 gallon water towers and two booster stations to solve the system problems. It was necessary to install pressure reducing valves in lower lying areas due to system topography and to isolate the Authority system from the City system to maintain a higher pressure district. The project includes a state of the art radio SCADA/Control System. Our firm provided all surveying and design services and all construction monitoring during the construction phase.

LAKES AREA SEWER AUTHORITY WASTEWATER COLLECTION & TREATMENT SYSTEM
FISH, FINCH AND WEST SADDLEBAG LAKES, MARCELLUS AND VOLINIA TOWNSHIPS, CASS COUNTY
GRAVEL LAKE, PORTER TOWNSHIP, VAN BUREN COUNTY



Client Reference:

Cass County Board of Public Works
Mr. Robert Wagel, Chairman
(269) 445-4420

Project Cost: \$10,833,000

Services Provided:

- ◆ Feasibility Study
- ◆ Surveying
- ◆ Property Acquisition
- ◆ Engineering
- ◆ Environmental

Description of Project:

Collection and treatment system to serve 730 customers around 4 lakes and the 230 Village of Marcellus customers.

Collection System:

- ◆ 8 Miles of 8" to 10" Sewers
- ◆ 13 Miles of 2" to 12" Forcemain
- ◆ 14 Lift Stations
- ◆ 3 Backup Generators

Treatment Plant:

- ◆ 250,000 gpd Extended Aeration Plant
- ◆ Ferric Chloride Feed System
- ◆ Tertiary Filtration
- ◆ UV Disinfection
- ◆ Rotary Sludge Press

Staff Involved:

- ◆ Alan C. Smaka, P.E.
Project Manager
- ◆ Thomas A. Deneau, P.E.
Project Engineer
- ◆ Chris Brayak, A.I.A.
Project Architect



The Lakes Area Sewer Authority, through the Cass County Board of Public Works, obtained USDA funding and has constructed a \$10.833 million wastewater collection and treatment system project to construct sanitary sewers around the Finch, Fish, Gravel and West Saddlebag Lake areas in Marcellus and Volinia Townships in Cass County and Porter Township in Van Buren County.

The wastewater treatment plant serves the lake areas as well as the Village of Marcellus customers. The collection system is a gravity system with lift stations while the treatment plant is a 250,000 gpd activated sludge process, expandable to 1.0 mgd. The basin designs permit the receipt of septage, through a septage receiving station and associated headworks/piping/etc. which were constructed as part of the project, paid for with remaining contingency funds.

This project received the 2011 Southwest Michigan Planning Commission "Graham Woodhouse Intergovernmental Effort" Award and the 2011 Local and State ASCE "Quality of Life" Award

2014 WASTEWATER SYSTEM IMPROVEMENTS PROJECT

CITY OF HARTFORD, VAN BUREN COUNTY, MI



Client Reference:
Mr. Yemi Akinwale,
City Manager, 269.621.2477

Project Cost: \$1,909,000.00

Start Date: Design Engineering –
February 2014, Bidding – August
2014, Construction Engineering –
Spring 2015

Completion Date: Fall 2015

Services Provided:

- ◆ Design Engineering
- ◆ Bidding Services
- ◆ Construction Engineering

Staff Involved:

- ◆ Thomas A. Deneau, P.E.
- ◆ Oscar R. Loveless, P.E.
- ◆ Mary Nykamp, P.E.
- ◆ Jeff Landers, P.E.

Contract A – Wastewater Treatment Plant Improvements: The construction of new and replacement treatment equipment at the City of Hartford Wastewater Treatment Plant including purchase, disassembly, moving and installation of a mechanical screen, grit removal system, primary and secondary clarifier components, rotating biological contactors (RBCs), ultraviolet disinfection unit, sludge pumps, sludge storage tank, construction of all equipment weather shelter structures, HVAC replacement components, electrical, and piping in accordance with the plans and specifications which are made a part of this Contract.

Contract B – Lift Station Improvements: The installation of replacement lift stations, forcemain, equipment and all required restoration at the existing City of Hartford C.R. 687 (C-1) and C.R. 372 (P-1) lift station sites in Van Buren County, Michigan in accordance with the plans and specifications which are made a part of this Contract.

WASTEWATER COLLECTION AND TREATMENT SYSTEM

PORTER TOWNSHIP, CASS COUNTY, MI



Client Reference:

Cass County Board of Public Works
Mr. Robert Wagel, Chairman
(269) 445-4420

Project Cost: \$17,150,000

Services Provided:

- ◆ Feasibility Study
- ◆ Surveying
- ◆ Property Acquisition
- ◆ Engineering
- ◆ Environmental
- ◆ Architecture

Collection System

- ◆ 25 Miles of 8 to 15" Sewers
- ◆ 18 Miles of 2 to 12" Forcemain
- ◆ 30 Lift Stations
- ◆ 5 Backup Generators
- ◆ Bioxide Feed System

Treatment Plant

- ◆ 400,000 gpd SBR Plant
- ◆ Ferric Chloride Feed System
- ◆ Tertiary Filtration
- ◆ UV Disinfection
- ◆ Lime Sludge Stabilization
- ◆ Septage Receiving Station
- ◆ Fine Screen

Staff Involved:

- ◆ Thomas Deneau, P.E.
Project Manager
- ◆ Matt Davis, P.E.
Project Engineer

Shortly after starting the project the majority of the Township Board was recalled and the County Board elected to move forward and sell the bonds based on the preliminary estimates from the feasibility study prior to completing the design. As a result, the design had to be completed and construction bids received in less than 3 months and all permits needed to be obtained within 6 months to close on the financing.

By proactively managing the entire project and understanding the critical path for the design, permitting and approvals, a treatment plant site was acquired, the collection system and plant were designed and bids were received in less than 3 months. The final service area was expanded and over 5 miles of sewers were added to the project. The bids for the project were \$13,000 under the estimates prepared in the study and all the permits including the NPDES and Part 41 permits were obtained on time.

Wightman & Associates provided construction administration and startup assistance for the collection system and plant. The connections to the system were phased with the construction and startup of the plant and all customers were connected within 90 days of having service available. Despite the recall, limited schedule and significant opposition to the project, WAI was able to work with the residents, Township Board and County to keep the project moving forward and turn a potentially disastrous project into a successful one.

CITY OF ALBION
SENIOR CITIZENS HOUSING AND EMERGENCY SERVICES FACILITIES TRUST

THIS IRREVOCABLE TRUST AGREEMENT, is made this _____ day of _____, 2016, between CITY OF ALBION, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (“GRANTOR”), AND _____, _____, and _____ (collectively, the “TRUSTEES”). The GRANTOR hereby transfers to the TRUSTEES the property described in Schedule A attached hereto, comprised of money or securities in the aggregate principal sum of \$_____. The GRANTOR reserves the right to make additions to this trust from time to time, by transferring same to the TRUSTEES. That property, and any other property that may be received by the TRUSTEES (“Trust Property”), shall be held and distributed as follows:

ARTICLE I

This instrument is irrevocable.

ARTICLE II

1. The TRUSTEES shall set aside the Trust Property in trust to be held in accordance herewith.
2. The TRUSTEES may distribute to, or use for the benefit of the GRANTOR, all or any portion of the principal of this trust to the GRANTOR for any of the following purposes:
 - A. For the payment of the principal and interest and redemption premiums, if any, on the Albion Building Authority Bonds (Senior Citizens Housing) or on the Albion Building Authority Bonds (Joint Ambulance and Fire Station), or any bonds issued to refund such bonds;
 - B. For purposes of improving, expanding, maintaining, repairing, replacing or reconstructing any structure or improvement which comprises a part of the Maple Grove Apartments (“Maple Grove Apartment”) located at 1041 Maple Street, Albion, Michigan, 49224 or any structure or improvement which comprises a part of the Joint Ambulance and Fire Station located at 207 North Clinton Street, Albion, Michigan 49224;
 - C. For repair, replacement or reconstruction of the Maple Grove Apartments or Joint Ambulance and Fire Station, which is occasioned by a fire, tornado or other calamity or disaster;
 - D. To the extent that the principal of this trust is not needed for any of the purposes listed in sub-sections A., B., and C. of this section, for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating, and maintaining buildings, automobile parking lots or structures,

recreational facilities, stadiums, and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, and for any and all other purposes authorized an permitted by Act 31, Public Acts of Michigan, 1948 (First Extra Session), as it may be amended from time to time, for use of any legitimate public purpose of the GRANTOR.

3. The TRUSTEES may distribute to the GRANTOR all or any portion of the net income of the trust. The TRUSTEES shall add any undistributed income to the Trust Property.
4. Unless earlier terminated, this Trust shall continue in accordance with the terms hereof for a period of TWELVE (12) years from the date of execution of this Agreement.
5. This Trust shall terminate, prior to the lapse of the trust term designated in Section 4, Article II, upon the TRUSTEES' receipt of a written opinion of counsel for GRANTOR, that the income, principal or any part of this Trust, is subject to taxation or rebate under the Internal Revenue Code of 1986, as amended, or any successor provisions thereof.
6. This Trust shall also terminate, prior to the lapse of the trust term designated in Section 4, Article II, upon the written request of GRANTOR, if both the Maple Grove Apartments are no longer in operation as senior citizens housing and if the Joint Ambulance and Fire Station is no longer in operation as a fire station, or if both the Maple Grove Apartments and Joint Ambulance and Fire Station are no longer in operation by the GRANTOR or by a municipal entity designated by the GRANTOR.
7. This Trust shall also terminate, prior to the lapse of the trust term designated in Section 4, Article II, if for any reason a court of competent jurisdiction finds that the creation or existence of the Trust property, or the transfer of monies into this Trust, is ultra vires beyond the powers conferred upon GRANTOR by law.
8. Upon termination of this Trust, the TRUSTEES shall immediately distribute all assets of the Trust to the grantor trust, of which GRANTOR is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the internal Revenue Code of 1986, as amended, and shall be construed accordingly.

ARTICLE III

1. The TRUSTEES shall expend all income or principal which is authorized by this Agreement by paying such sum to GRANTOR for the limited uses permitted in accordance herewith. The receipt by GRANTOR shall be a complete discharge to the TRUSTEES who shall not be responsible for the application of such payment.

2. The TRUSTEES shall not be required to obtain authority or approval of any court in exercising any power or discretion permitted under this AGREEMENT. The TRUSTEES shall not be required to file accountings with any court.
3. No person dealing with the TRUSTEES shall be obligated to inquire into the TRUSTEES' power or authority or into the validity of any act of the TRUSTEES, or be liable for the application of any money paid to the TRUSTEES in the management of the trust property.
4. The validity and effect of this AGREEMENT and the dispositions pursuant to this AGREEMENT shall be determined under the laws of the State of Michigan.

ARTICLE IV

In addition to any powers given by law or otherwise, and not by way of legislation of any such powers, the TRUSTEES are authorized and empowered, at any time, in the TRUSTEES' absolute discretion:

1. To select and retain a qualified bank and trust company to serve as custodian of the Trust Property under a custodial agreement for the purpose of safekeeping, investment and administration of the Trust Property. Said custodian shall be entitled to reasonable compensation for services in administering and distributing the estate or trust property, and to reimbursement for expenses.
2. To hold and retain all or any property received from GRANTOR or any other source, without regard to any law or rule of court concerning diversification or risk;
3. To invest and reinvest the Trust Property in:
 - A. Government Obligation which shall mean direct obligations of the United States of America or obligations in the principal and the interest on which are unconditionally guaranteed by the United States of America ("Government Obligations");
 - B. Bonds, debentures, or other evidences of indebtedness issued or guaranteed by the Government National Mortgage Association;
 - C. Mutual Funds, composed of investment vehicles, which are legal for direct investment by cities, under Act 20, public Acts of Michigan, 1943, as amended;
 - D. Certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances of any bank in the United States whose deposits are insured by the Federal Deposit Insurance Corporations, or any savings and loan association in the United States whose deposits are insured by the Federal Savings and Loan Insurance Corporations, provided that such certificates of deposit or banker's acceptance is from a bank or from

savings and loan association having a combined capital and surplus aggregating to at least Fifty Million Dollars (\$50,000,000);

- E. Commercial paper of a United States corporation or finance company, other than that issued by bank holding companies, rated at the date of investment in the highest rating category by two nationally recognized rating agencies maturing in not more than 270 days, provided that not more than 50% of the Trust Property shall at any time be invested in commercial paper;
 - F. Any repurchase agreement which by its terms matures not later than one year from its date or execution with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by Government Obligations which shall at all times have a market value (exclusive of accrued interest) as estimated by the TRUSTEES of not less than one hundred four percent (104%) of the full amount of the repurchase agreement, dates of maturity not in excess of seven years and be delivered to the TRUSTEES or another bank or trust company organized under the laws of any state or the United States of America or any national banking association, as custodian, and the custodian must have a first lien on, and retain possession of the collateral, free and clear of all third party claims;
4. To sell, exchange, partition, or otherwise dispose of any property, at public or private sale, for such purposes and upon such terms, including options and sales on credit, with or without security;
 5. To renew or extend the time of payment of any obligation, secured or unsecured, payable to or by the trust created hereby, for as long a period or periods of time and on such terms as deemed advisable; and to adjust, settle, compromise and arbitrate claims or demands upon such terms as deemed advisable;
 6. In respect of any securities forming part of this trust, to vote upon any proposition or election at any meeting, and to grant proxies, discretionary or otherwise, to vote at any such meeting; to join in or become a party to any reorganization, readjustment, merger, voting trust, consolidation, or exchange, and to deposit any such securities with any committee, depository, trustee, or otherwise, and to pay out any fees, expenses, and assessments incurred in connection therewith, and to charge the same to principal or income as deemed proper; to exercise conversion, subscription, or other rights, or to sell or abandon such rights, and to receive and hold any new securities issued as a result of any such reorganization, readjustment, merger, voting trust, consolidation, exchange, or exercise of conversion, subscription, or other rights; and, generally, to take all action in respect to any such securities as could be done by an absolute owner;

7. Whenever required or permitted, to divide or distribute any property, and to make such division or distribution in kind or in money, or in part kind and in part money, and without regard to the income tax basis of any such property;
8. To apportion extraordinary or liquidating distributions between income and principal in such manner as shall fairly take into account the relative interests of the beneficiaries; and, to determine what constitutes such distributions;
9. In connection with making investments, to determine whether to amortize premiums in whole or in part;
10. To engage attorneys, accountants, agents, custodians, clerks, investment counsel, and such other persons as deemed advisable, to make such payments therefor as deemed reasonable, and to charge the expense thereof to income or principal as equitably determined, and to delegate to such persons and discretion deemed proper;
11. To exercise all power and authority, including any discretion, conferred in this instrument with respect to all accumulations of income under this instrument and with respect to all property held under a power in trust;
12. To exercise all power and authority, including any discretion conferred in this instrument after the termination of any trust created herein and until the same is fully distributed.

No powers enumerated herein or accorded to the TRUSTEES generally pursuant to law shall be construed to enable the TRUSTEES, or any other person, to purchase, exchange, or otherwise deal with or dispose of the principal or income of the trust for less than an adequate or full consideration in money or money's worth, or to borrow the principal or income of the trust, directly or indirectly, without adequate interest or security.

ARTICLE V

1. Any TRUSTEE may resign at any time by giving written notice, specifying the effective date of resignation, to GRANTOR and to the remaining two TRUSTEES. The GRANTOR shall appoint a Successor TRUSTEE for the unexpired term.
2. The initial terms of the three TRUSTEES shall be for a term of years as follows: _____ for a term ending on _____, _____ for a term ending on _____, and _____ for a term ending on _____, respectively. Thereafter, succeeding TRUSTEES shall serve three year terms. The GRANTOR shall appoint a Successor TRUSTEE.

3. In case of temporary absence or disability of any TRUSTEE, the GRANTOR may appoint a TRUSTEE to act temporarily in his or her stead.
4. A TRUSTEE or Successor TRUSTEE may not be an elected official of the GRANTOR, a current employee of GRANTOR, or a former employee or former elected official, within five (5) years of appointment as TRUSTEE, of the GRANTOR.
5. Any successor TRUSTEE shall accept without examination or review the accounts rendered and the property delivered by or for a predecessor TRUSTEE, without incurring any liability or responsibility for so doing.
6. Any successor TRUSTEE shall have the same title, powers, duties, and discretion of the TRUSTEE succeeded, without the necessity of any additional conveyance or transfer.
7. Meetings of the TRUSTEES shall be called by any two (2) members. Written notice of special meetings shall be either (a) served personally on each TRUSTEE or left at his or her usual place of employment or residence no less than twenty-four (24) hours prior to the time of the special meeting; (b) given personally by telephonic communication to each TRUSTEE not less than twenty-four (24) hours prior to the time of the special meeting; or (c) given by first class mail to each TRUSTEE not less than seventy-two (72) hours prior to the time of the special meeting.
8. Two TRUSTEES shall constitute a quorum, and all proceedings by the TRUSTEES shall require for favorable action a vote of two TRUSTEES. The TRUSTEES shall keep a journal of proceedings, which shall be signed by any TRUSTEE. Said journal shall show the manner in which each TRUSTEE voted and each TRUSTEE shall vote upon all motions and resolutions unless disqualified from voting thereon by reason of any direct or indirect personal interest as defined by the State of Michigan Conflict of Interest Laws.
9. Any action required or permitted by this trust may be taken without a meeting, without prior notice and without a vote, if two TRUSTEES authorize the action in writing, specifically set forth the action to be taken, and sign the same. The written authorizations shall bear the date of signature of each TRUSTEE who signs the consent.
10. The TRUSTEES shall file with GRANTOR an accounting, quarterly.
11. The TRUSTEES shall file with GRANTOR a copy of the journal of meetings of the TRUSTEES annually.
12. Whenever reasonably necessary, pronouns of any gender shall be deemed synonymous, as shall singular and plural pronouns.
13. This trust is exempt from registration under the laws of the State of Michigan.

This instrument was executed on the date first above written.

GRANTOR:

Witnessed:

CITY OF ALBION, State of Michigan

By _____

Joseph Domingo
Mayor

By _____

Jill Domingo
City Clerk

TRUSTEES:

Witnessed:

DATED: _____, 2016

SCHEDULE A

The Trust Property

Michigan Municipal League
Liability & Property Pool

OFFICIAL BALLOT - 2016

Vote for two Directors by marking the line to the left of the name for three year terms beginning January 1, 2017.

___ Penny Hill, Incumbent
Assistant City Manager, Traverse City

___ Jean Stegeman, Incumbent
Mayor, City of Menominee

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Director of the Michigan Municipal League Liability and Property Pool.

Official Signature

Date:

**Ballot deadline:
November 8, 2016**



michigan municipal league

Liability & Property Pool

1675 Green Road
Ann Arbor, MI 48105

TEL 734.662.3246 800.653.2483
FAX 734.662.8083
WEB www.mml.org

to	Members of the MML Liability and Property Pool	from	Michael J. Forster, Pool Administrator
cc		date	September 12, 2016
		subject	2017 Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Two (2) incumbent Directors have agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 8. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Liability and Property Pool*; the official ballot is located in the left navigation bar under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster
Pool Administrator

mforster@mml.org

THE CANDIDATES
Three-year terms beginning January 1, 2017



Penny Hill, Assistant City Manager, Traverse City

Penny has been a municipal government official since 1988, serving at various times as Clerk, Treasurer, and Manager. She currently serves as Traverse City's Assistant Manager. Penny is an active member of the Michigan Municipal League, having served on its Board of Directors, and as Vice-Chairperson of Region 6. Penny is also an active member of the Michigan Municipal Executives (formerly Michigan Local Government Manager's Association), serving as its President in 2013. She is a member of the Board of Directors for the Grand Traverse Regional Community Foundation. Penny is seeking re-election to her fourth term as director.



Jean Stegeman, Mayor, City of Menominee

Jean has more than six years of experience as a municipal official, currently serving as Mayor in the City of Menominee. She was a member of and served as chair of the Menominee planning commission for several years prior to becoming mayor. She is also active in several local civic organizations. Jean is seeking re-election to her second term as director.

Resolution #2016-62

A RESOLUTION ADOPTING A MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF MEDICAL MARIJUANA FACILITIES

Purpose and Finding: As the council is aware, the Michigan Legislature has recently enacted Public Act 281 of 2016, which regulates medical marijuana facilities. This Act takes effect December 20, 2016. Within the Act, there is a provision that allows for local regulation of medical marijuana facilities. Specifically, Section 205(1) of the Act prohibits a medical marijuana facility from operating within a municipality unless the City has passed an ordinance to authorize its operation. The City does not presently have an ordinance regulating the medical marijuana facilities. A moratorium is requested at this time to allow the City to study whether such an ordinance is desired, the potential negative impact(s) of such an ordinance, and the substance of the ordinance. The moratorium would be in place for 180 days.

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

RESOLVED, that the City of Albion Staff and City Attorney are hereby directed to study the potential harmful effects associated with medical marijuana facilities and the current and immediate threat such effects pose to the public health, safety, and welfare. The staff and attorney shall also study possible amendments to the City’s Zoning Code related to medical marijuana facilities that may mitigate the potential threat to the public health, safety, and welfare.

BE IT FURTHER RESOLVED, that a Moratorium is hereby imposed. For the period commencing on the date of this Resolution, October 17, 2016, and terminating 180 days from the date of this Resolution, March 17, 2017, there shall be no consideration or action taken by the City, its employees, or agents, on a proposal for the establishment of a medical marijuana facility in the City. During the 180-day moratorium, medical marijuana facilities shall not be permitted in the City of Albion.

Date: October 17, 2016

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on October 17, 2016.

Jill Domingo
City Clerk

INFORMATION ONLY

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	2016 NORM (ABNORM)	YTD BALANCE 07/31/2016 NORM (ABNORM)	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	% BDT USED
Fund 101 - GENERAL FUND							
000-GENERAL		3,352,035.00	3,360,538.38	1,538,566.94	3,331,670.00	3,346,270.00	45.98
209-ASSESSING		(4,500.00)	(3,686.77)	9,346.94	0.00	0.00	100.00
215-CLERK		5,708.00	5,812.66	102.70	0.00	0.00	100.00
260-FINANCE/TREASURER		160.00	348.49	286.78	150.00	150.00	191.19
276-CEMETERY		53,000.00	58,975.32	62,201.02	57,000.00	57,000.00	109.12
345-PUBLIC SAFETY		97,575.00	70,882.10	36,084.01	32,300.00	37,300.00	96.74
422-CODE ENFORCEMENT		60,495.00	76,205.23	44,144.73	71,900.00	71,900.00	61.40
775-PARKS		6,680.00	6,800.29	2,982.00	2,600.00	2,600.00	114.69
778-HOLLAND PARK TRANSFORMATION PROJECT		68,000.00	67,659.79	36,926.95	5,000.00	5,000.00	738.54
930-TRANSFER IN		5,000.00	5,000.00	10,000.00	10,000.00	10,000.00	100.00
TOTAL Revenues		3,644,153.00	3,648,535.49	1,740,642.07	3,510,620.00	3,530,220.00	49.31
101-CITY COUNCIL		35,129.00	32,243.34	19,567.14	36,925.00	36,925.00	52.99
172-CITY MANAGER		77,231.00	73,979.40	44,490.20	74,530.00	80,709.00	55.12
209-ASSESSING		50,570.00	49,510.03	28,698.37	49,950.00	49,950.00	57.45
210-ATTORNEY		119,500.00	115,963.65	45,072.57	96,500.00	96,500.00	46.71
215-CLERK		92,636.00	90,394.28	53,327.02	104,525.00	105,601.00	50.50
226-HUMAN RESOURCES		36,720.00	35,176.22	18,086.47	34,571.00	35,096.00	51.53
260-FINANCE/TREASURER		255,150.00	225,290.79	151,787.83	266,345.00	269,717.00	56.28
265-MUNICIPAL BLDG / 201 N CLINTON ST		73,461.00	62,364.48	39,621.44	74,475.00	74,701.00	53.04
276-CEMETERY		151,202.85	153,027.41	84,360.92	150,885.00	152,520.00	55.31
345-PUBLIC SAFETY		1,920,816.00	1,890,118.77	1,025,870.19	1,864,754.00	1,858,502.00	55.20
422-CODE ENFORCEMENT		161,962.00	164,665.84	108,505.57	159,435.00	160,386.00	67.65
442-CITY MAINTENANCE		220,235.00	229,040.61	95,406.06	214,015.00	214,465.00	44.49
444-TREE TRIMMING		12,728.00	10,424.11	4,590.00	9,497.00	9,529.00	48.17
447-ENGINEERING		6,487.50	5,495.43	6,098.19	5,845.00	5,902.00	103.32
526-EPA LANDFILL		15,000.00	7,444.72	1,285.00	11,000.00	11,000.00	11.68
775-PARKS		184,395.03	185,944.27	94,992.92	182,395.00	184,144.00	51.59
778-HOLLAND PARK TRANSFORMATION PROJECT		68,000.00	67,659.79	9,914.59	5,000.00	5,000.00	198.29
895-GENERAL APPROPRIATION		158,560.00	160,877.78	118,443.62	155,800.00	207,500.00	57.08
TOTAL Expenditures		3,639,783.38	3,559,620.92	1,950,118.10	3,496,447.00	3,558,147.00	54.81
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		3,644,153.00	3,648,535.49	1,740,642.07	3,510,620.00	3,530,220.00	49.31
TOTAL EXPENDITURES		3,639,783.38	3,559,620.92	1,950,118.10	3,496,447.00	3,558,147.00	54.81
NET OF REVENUES & EXPENDITURES		4,369.62	88,914.57	(209,476.03)	14,173.00	(27,927.00)	750.08

GL NUMBER	DESCRIPTION	AMENDED BUDGET 2015	NORM (ABNORM) 12/31/2015	YTD BALANCE 07/31/2016 NORM (ABNORM)	ORIGINAL BUDGET 2016	AMENDED BUDGET 2016	% BDT USED
Fund 202 - MAJOR STREETS FUND							
000-GENERAL		544,553.00	553,823.14	250,389.78	532,597.00	532,597.00	47.01
487-M-99 TRUNKLINE		42,000.00	50,449.77	29,390.56	39,500.00	39,500.00	74.41
TOTAL Revenues		586,553.00	604,272.91	279,780.34	572,097.00	572,097.00	48.90
454-ACT 51 NON-MOTORIZED		0.00	0.00	0.00	10,000.00	10,000.00	0.00
461-MAINTENANCE		328,176.00	308,982.15	168,137.10	327,388.00	329,915.00	50.96
465-TRAFFIC SERVICES		1,920.00	1,417.52	457.37	5,320.00	5,345.00	8.56
467-WINTER MAINTENANCE		26,855.00	19,211.52	15,939.05	27,955.00	28,205.00	56.51
486-I-94 TRUNKLINE		20,653.04	18,635.95	16,234.06	20,282.00	20,349.00	79.78
487-M-99 TRUNKLINE		26,177.33	21,922.44	13,556.97	24,767.00	22,887.00	59.23
488-M-199 TRUNKLINE		13,765.04	11,027.78	7,036.26	14,146.00	11,791.00	59.67
965-TRANSFER OUT		128,000.00	113,000.00	138,000.00	138,000.00	139,366.00	99.02
TOTAL Expenditures		545,546.41	494,197.36	359,360.81	567,858.00	567,858.00	63.28

Fund 202 - MAJOR STREETS FUND:							
TOTAL REVENUES		586,553.00	604,272.91	279,780.34	572,097.00	572,097.00	48.90
TOTAL EXPENDITURES		545,546.41	494,197.36	359,360.81	567,858.00	567,858.00	63.28
NET OF REVENUES & EXPENDITURES		41,006.59	110,075.55	(79,580.47)	4,239.00	4,239.00	1,877.34

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	2015 END BALANCE 12/31/2015 NORM (ABNORM)	2016 YTD BALANCE 07/31/2016 NORM (ABNORM)	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	% BDT USED
Fund 203 - LOCAL STREETS FUND							
000-GENERAL		202,313.00	205,916.76	84,254.92	190,557.00	190,557.00	44.22
930-TRANSFER IN		125,000.00	110,000.00	135,000.00	135,000.00	136,366.00	99.00
TOTAL Revenues		327,313.00	315,916.76	219,254.92	325,557.00	326,923.00	67.07
461-MAINTENANCE		286,534.00	270,110.30	153,140.35	282,265.00	284,458.00	53.84
465-TRAFFIC SERVICES		1,730.75	1,446.98	1,121.89	2,808.00	2,167.00	51.77
467-WINTER MAINTENANCE		32,977.00	24,975.79	10,037.94	34,455.00	34,269.00	29.29
965-TRANSFER OUT		3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	100.00
TOTAL Expenditures		324,241.75	299,533.07	167,300.18	322,528.00	323,894.00	51.65
Fund 203 - LOCAL STREETS FUND:							
TOTAL REVENUES		327,313.00	315,916.76	219,254.92	325,557.00	326,923.00	67.07
TOTAL EXPENDITURES		324,241.75	299,533.07	167,300.18	322,528.00	323,894.00	51.65
NET OF REVENUES & EXPENDITURES		3,071.25	16,383.69	51,954.74	3,029.00	3,029.00	1,715.24

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	END BALANCE 12/31/2015 NORM (ABNORM)	YTD BALANCE 07/31/2016 NORM (ABNORM)	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	% BDT USED
Fund 208 - RECREATION FUND							
780-RECREATION		144,775.00	150,232.95	47,284.90	128,660.00	128,660.00	36.75
781-POSITIVE YOUTH DEVELOPMENT		6,625.00	8,625.00	10,000.00	0.00	0.00	100.00
782-JUNIOR OPTIMISTS - JOOI		605.00	630.00	0.00	50.00	50.00	0.00
TOTAL Revenues		152,005.00	159,487.95	57,284.90	128,710.00	128,710.00	44.51
780-RECREATION		126,563.00	116,992.79	72,294.01	126,936.00	126,936.00	56.95
781-POSITIVE YOUTH DEVELOPMENT		11,871.00	12,040.18	8,042.00	6,625.00	6,625.00	121.39
782-JUNIOR OPTIMISTS - JOOI		439.00	438.58	45.00	166.00	166.00	27.11
TOTAL Expenditures		138,873.00	129,471.55	80,381.01	133,727.00	133,727.00	60.11
Fund 208 - RECREATION FUND:							
TOTAL REVENUES		152,005.00	159,487.95	57,284.90	128,710.00	128,710.00	44.51
TOTAL EXPENDITURES		138,873.00	129,471.55	80,381.01	133,727.00	133,727.00	60.11
NET OF REVENUES & EXPENDITURES		13,132.00	30,016.40	(23,096.11)	(5,017.00)	(5,017.00)	460.36

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	2015 END BALANCE 12/31/2015 NORM (ABNORM)	2016 YTD BALANCE 07/31/2016 NORM (ABNORM)	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	% BDT USED
Fund 226 - SOLID WASTE FUND							
000-GENERAL							
	TOTAL Revenues	152,869.00	153,111.39	55,660.21	215,400.00	215,400.00	25.84
523-LEAF PICKUP		55,350.00	50,150.62	0.00	55,060.00	55,655.00	0.00
524-TREE DUMP		8,424.00	7,620.96	3,300.59	7,942.00	8,046.00	41.02
528-SOLID WASTE		161,305.00	153,118.80	25,486.05	115,780.00	116,501.00	21.88
965-TRANSFER OUT		6,500.00	6,500.00	11,500.00	11,500.00	11,500.00	100.00
	TOTAL Expenditures	231,579.00	217,390.38	40,286.64	190,282.00	191,702.00	21.02
Fund 226 - SOLID WASTE FUND:							
	TOTAL REVENUES	152,869.00	153,111.39	55,660.21	215,400.00	215,400.00	25.84
	TOTAL EXPENDITURES	231,579.00	217,390.38	40,286.64	190,282.00	191,702.00	21.02
	NET OF REVENUES & EXPENDITURES	(78,710.00)	(64,278.99)	15,373.57	25,118.00	23,698.00	64.87

PERIOD ENDING 07/31/2016
% Fiscal Year Completed: 58.20

GL NUMBER	DESCRIPTION	2015		2016		ORIGINAL BUDGET	AMENDED BUDGET	2016	2016	% BDCY USED
		AMENDED BUDGET	NORM (ABNORM)	END BALANCE 12/31/2015	NORM (ABNORM)					
Fund 265 - DRUG LAW ENFORCEMENT FUND										
000-GENERAL		42,400.00	72,729.59	2,555.49	22,500.00	22,500.00	45,000.00	22,500.00	11.36	
400-FED DRUG LAW ENFOR - REIMBUR		30,030.00	49,145.18	32,072.82	45,000.00	45,000.00	45,000.00	45,000.00	71.27	
TOTAL Revenues		72,430.00	121,874.77	34,628.31	67,500.00	67,500.00	67,500.00	67,500.00	51.30	
333-DRUG LAW ENFORCEMENT										
400-FED DRUG LAW ENFOR - REIMBUR		56,400.00	49,291.68	21,084.17	37,350.00	37,350.00	37,350.00	37,350.00	56.45	
TOTAL Expenditures		25,505.00	30,390.98	18,522.83	29,500.00	29,500.00	29,500.00	29,500.00	48.72	
TOTAL Expenditures		81,905.00	79,682.66	39,607.00	66,850.00	66,850.00	66,850.00	75,372.00	52.55	
Fund 265 - DRUG LAW ENFORCEMENT FUND:										
TOTAL REVENUES		72,430.00	121,874.77	34,628.31	67,500.00	67,500.00	67,500.00	67,500.00	51.30	
TOTAL EXPENDITURES		81,905.00	79,682.66	39,607.00	66,850.00	66,850.00	66,850.00	75,372.00	52.55	
NET OF REVENUES & EXPENDITURES		(9,475.00)	42,192.11	(4,978.69)	650.00	650.00	650.00	(7,872.00)	63.25	

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	END BALANCE 12/31/2015 NORM (ABNORM)	YTD BALANCE 07/31/2016 NORM (ABNORM)	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	% BDC USED
Fund 275 - ALBION BUILDING AUTHORITY FUND							
000-GENERAL		4,779.00	4,596.26	33,611.00	4,411.00	4,411.00	761.98
264-EDC BUILDING		10,880.00	10,880.04	6,346.69	10,880.00	10,880.00	58.33
266-111 CENTER ST		0.00	1.00	0.00	0.00	0.00	0.00
268-108 W PORTER STREET		0.00	1.00	0.00	0.00	0.00	0.00
270-101 N GALE ST		7,000.00	7,000.00	0.00	7,000.00	7,000.00	0.00
271-FIRE/AMBULANCE BUILDING		28,243.00	28,243.20	8,400.00	31,383.00	31,383.00	26.77
272-105-107 S SUPERIOR ST		71,114.00	68,113.65	0.00	0.00	0.00	0.00
273		16,000.00	16,000.00	0.00	1.00	1.00	0.00
930-TRANSFER IN		150,000.00	150,000.00	0.00	0.00	0.00	0.00
TOTAL Revenues		288,016.00	284,835.15	48,357.69	53,675.00	53,675.00	90.09
260-FINANCE/TREASURER		9,225.00	8,674.27	5,253.02	9,225.00	9,225.00	56.94
264-EDC BUILDING		11,555.00	7,879.29	4,747.78	12,820.00	12,820.00	37.03
265-MUNICIPAL BLDG / 201 N CLINTON ST		3,207.00	2,964.99	1,430.40	3,250.00	3,250.00	44.01
270-101 N GALE ST		6,765.00	3,666.79	1,484.52	6,820.00	6,820.00	21.77
271-FIRE/AMBULANCE BUILDING		24,458.00	19,159.31	8,972.32	26,000.00	26,000.00	34.51
272-105-107 S SUPERIOR ST		6,823.00	6,968.20	0.00	0.00	0.00	0.00
273-112 E ERIE ST		235,730.00	219,053.23	26,468.37	7,500.00	7,500.00	352.91
906-DEBT SERVICE-LOANS		10,209.00	10,208.96	0.00	0.00	0.00	0.00
TOTAL Expenditures		307,972.00	278,575.04	48,356.41	65,615.00	65,615.00	73.70
Fund 275 - ALBION BUILDING AUTHORITY FUND:							
TOTAL REVENUES		288,016.00	284,835.15	48,357.69	53,675.00	53,675.00	90.09
TOTAL EXPENDITURES		307,972.00	278,575.04	48,356.41	65,615.00	65,615.00	73.70
NET OF REVENUES & EXPENDITURES		(19,956.00)	6,260.11	1.28	(11,940.00)	(11,940.00)	0.01

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	12/31/2015 NORM (ABNORM)	2016 YTD BALANCE 07/31/2016 NORM (ABNORM)	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	% BDT USED
Fund 277 - ABA SEC 8 MAPLE GROVE							
000-GENERAL		393,680.00	442,265.69	251,149.91	405,290.00	405,290.00	61.97
TOTAL Revenues		393,680.00	442,265.69	251,149.91	405,290.00	405,290.00	61.97
701-ABA SEC 8 MAPLE GROVE		272,150.00	264,545.11	155,423.09	327,150.00	327,150.00	47.51
905-DEBT SERVICE - BONDS		64,200.00	64,200.00	64,962.50	64,200.00	64,200.00	101.19
TOTAL Expenditures		336,350.00	328,745.11	220,385.59	391,350.00	391,350.00	56.31
Fund 277 - ABA SEC 8 MAPLE GROVE:							
TOTAL REVENUES		393,680.00	442,265.69	251,149.91	405,290.00	405,290.00	61.97
TOTAL EXPENDITURES		336,350.00	328,745.11	220,385.59	391,350.00	391,350.00	56.31
NET OF REVENUES & EXPENDITURES		57,330.00	113,520.58	30,764.32	13,940.00	13,940.00	220.69

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	2015 END BALANCE 12/31/2015 NORM (ABNORM)	2016 YTD BALANCE 07/31/2016 NORM (ABNORM)	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	% BDCY USRD
Fund 367 - SIDEWALK PROGRAM FUND							
000-GENERAL		146,925.00	156,213.47	25,731.12	138,150.00	138,150.00	18.63
	TOTAL Revenues	146,925.00	156,213.47	25,731.12	138,150.00	138,150.00	18.63
	443-TRANSFER OUT	124,125.00	109,342.50	8,466.63	135,000.00	135,000.00	6.27
	TOTAL Expenditures	124,125.00	109,342.50	8,466.63	135,000.00	135,000.00	6.27
Fund 367 - SIDEWALK PROGRAM FUND:							
	TOTAL REVENUES	146,925.00	156,213.47	25,731.12	138,150.00	138,150.00	18.63
	TOTAL EXPENDITURES	124,125.00	109,342.50	8,466.63	135,000.00	135,000.00	6.27
	NET OF REVENUES & EXPENDITURES	22,800.00	46,870.97	17,264.49	3,150.00	3,150.00	548.08

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION

PERIOD ENDING 07/31/2016
% Fiscal Year Completed: 58.20

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	2015 NORM (ABNORM)	2016 NORM (ABNORM)	2016 NORM (ABNORM)	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	% BDT USED
Fund 590 - SEWER FUND								
000-GENERAL		1,137,487.00	1,130,699.08	702,839.10	1,146,770.00	1,146,770.00	1,146,770.00	61.29
544-SAW GRANT PROJECT		210,868.00	397,002.12	267,146.13	750,000.00	750,000.00	750,000.00	35.62
TOTAL Revenues		1,348,355.00	1,527,701.20	969,985.23	1,896,770.00	1,896,770.00	1,896,770.00	51.14
536-SEWER UTILITY OPERATIONS								
542-WWTP ENERGY IMPROVEMENTS		1,127,555.00	1,088,967.15	618,378.05	1,194,805.00	1,194,805.00	1,194,805.00	51.76
544-SAW GRANT PROJECT		7,636.00	7,673.46	3,894.06	7,650.00	7,650.00	7,650.00	50.90
165-TRANSEER OUT		210,868.00	397,002.12	202,151.04	750,000.00	750,000.00	750,000.00	26.95
TOTAL Expenditures		1,499,059.00	1,646,142.73	975,870.15	2,105,455.00	2,105,455.00	2,105,455.00	46.35
Fund 590 - SEWER FUND:								
TOTAL REVENUES		1,348,355.00	1,527,701.20	969,985.23	1,896,770.00	1,896,770.00	1,896,770.00	51.14
TOTAL EXPENDITURES		1,499,059.00	1,646,142.73	975,870.15	2,105,455.00	2,105,455.00	2,105,455.00	46.35
NET OF REVENUES & EXPENDITURES		(150,704.00)	(118,441.53)	(5,884.92)	(208,685.00)	(208,685.00)	(208,685.00)	2.82

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	2015 NORM (ABNORM)	2016 YTD BALANCE 07/31/2016 NORM (ABNORM)	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	% BDT USED
Fund 591 - WATER FUND							
000-GENERAL		855,371.00	865,900.56	557,067.80	859,000.00	859,000.00	64.85
	TOTAL Revenues	855,371.00	865,900.56	557,067.80	859,000.00	859,000.00	64.85
	536-WATER UTILITY OPERATIONS	946,341.00	920,202.93	517,228.26	960,160.00	960,160.00	53.87
	540-WELLHEAD PROTECTION	0.00	0.00	0.00	500.00	500.00	0.00
	905-DEBT SERVICE-BONDS	155,006.00	9,256.00	3,120.00	6,990.00	6,990.00	44.64
	965-TRANSFER OUT	11,739.00	11,739.00	11,668.00	11,739.00	11,739.00	99.40
	TOTAL Expenditures	1,113,086.00	941,197.93	532,016.26	979,389.00	979,389.00	54.32

Fund 591 - WATER FUND:	TOTAL REVENUES	TOTAL EXPENDITURES	NET OF REVENUES & EXPENDITURES
	855,371.00	865,900.56	557,067.80
	1,113,086.00	941,197.93	532,016.26
	(257,715.00)	(75,297.37)	25,051.54
			(120,389.00)
			(120,389.00)
			20.81

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	END BALANCE 12/31/2015 NORM (ABNORM)	YTD BALANCE 07/31/2016 NORM (ABNORM)	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	% BDGT USED
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Fund 661 - EQUIPMENT POOL, FUND							
000-GENERAL		273,006.00	284,547.45	157,646.35	273,026.00	273,026.00	57.74
TOTAL Revenues		273,006.00	284,547.45	157,646.35	273,026.00	273,026.00	57.74
770-EQUIPMENT POOL		271,397.00	256,552.34	159,856.84	283,940.00	283,940.00	56.30
905-DEBT SERVICE - BONDS		475.00	950.80	0.00	0.00	0.00	0.00
965-TRANSFER OUT		18,265.00	18,265.00	18,159.00	18,265.00	18,265.00	99.42
TOTAL Expenditures		290,137.00	275,768.14	178,015.84	302,205.00	302,205.00	58.91

Fund 661 - EQUIPMENT POOL, FUND:							
TOTAL REVENUES		273,006.00	284,547.45	157,646.35	273,026.00	273,026.00	57.74
TOTAL EXPENDITURES		290,137.00	275,768.14	178,015.84	302,205.00	302,205.00	58.91
NET OF REVENUES & EXPENDITURES		(17,131.00)	8,779.31	(20,369.49)	(29,179.00)	(29,179.00)	69.81
TOTAL REVENUES - ALL FUNDS		8,240,676.00	8,564,662.79	4,397,188.85	8,445,795.00	8,466,761.00	52.10
TOTAL EXPENDITURES - ALL FUNDS		8,632,657.54	8,359,667.39	4,600,164.62	8,756,706.00	8,829,714.00	52.10
NET OF REVENUES & EXPENDITURES		(391,981.54)	204,995.40	(202,975.77)	(310,911.00)	(362,953.00)	55.92

User: TMEAD

FROM 07/01/2016 TO 07/31/2016

DB: Albion

FUND: 001 101 202 203 208 226 244 246 247 248 250 264 265 268 271 275 277 296 362 363 364 367 369 370 371 372 373
 374 394 402 430 450 452 590 591 661 701 703 711 722 732 735 737 750 900 950

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 07/01/2016	Total Debits	Total Credits	Ending Balance 07/31/2016
Fund 101	GENERAL FUND				
001.00	CASH	417,852.48	204,911.42	384,786.69	237,977.21
002.00	CASH - INCOME TAX ACCOUNT	333,172.77	45,555.70	0.00	378,728.47
003.00	CERTIFICATES OF DEPOSIT	150,101.50	0.00	14.50	150,087.00
007.00	CASH PARK FENCE	17,397.07	5.53	0.00	17,402.60
017.00	INVESTMENTS	5,765.06	2.69	0.00	5,767.75
	GENERAL FUND	924,288.88	250,475.34	384,801.19	789,963.03
Fund 202	MAJOR STREETS FUND				
001.00	CASH	216,338.99	73,083.02	39,130.70	250,291.31
Fund 203	LOCAL STREETS FUND				
001.00	CASH	159,817.03	14,173.44	37,657.02	136,333.45
Fund 208	RECREATION FUND				
001.00	CASH	5,801.34	21,077.75	14,169.10	12,709.99
Fund 226	SOLID WASTE FUND				
001.00	CASH	(8,859.62)	35,422.80	6,129.66	20,433.52
003.00	CERTIFICATES OF DEPOSIT	100,008.00	46.00	0.00	100,054.00
017.00	INVESTMENTS	51,740.08	24.01	0.00	51,764.09
	SOLID WASTE FUND	142,888.46	35,492.81	6,129.66	172,251.61
Fund 244	ECONOMIC DEVELOPMENT FUND				
001.00	CASH	38,882.21	6,473.46	10,720.83	34,634.84
Fund 246	INCUBATOR FUND				
001.00	CASH	73,728.79	7,263.63	13,266.04	67,226.38
Fund 247	TIFA FUND				
001.00	CASH	52,608.83	28.87	10,009.02	42,628.68
Fund 248	DDA FUND				
001.00	CASH	(45,134.35)	0.00	19,896.08	(65,030.43)
Fund 250	CDBG FUND				
001.01	CDBG FUND CASH	14,924.01	6.52	0.00	14,930.53
Fund 265	DRUG LAW ENFORCEMENT FUND				
001.00	CASH	72,135.07	3,491.15	5,736.81	69,889.41
Fund 271	DISTRICT LIBRARY FUND				
001.00	CASH	253,135.60	5,491.71	40,965.48	217,661.83
Fund 275	ALBION BUILDING AUTHORITY FUND				
001.01	FUND CASH ACCOUNT	67,600.65	3,641.67	7,967.80	63,274.52
Fund 277	ABA SEC 8 MAPLE GROVE				
001.01	FUND CASH ACCOUNT	183,451.44	34,165.60	47,927.01	169,690.03
002.00	CASH - CAPITAL PROJECTS RESERV	305,494.98	5,892.88	0.00	311,387.86
008.00	CASH-SECURITY DEPOSIT	23,593.94	127.34	0.00	23,721.28
	ABA SEC 8 MAPLE GROVE	512,540.36	40,185.82	47,927.01	504,799.17
Fund 296	REVOLVING LOAN FUND				
001.00	CASH	191,060.29	7,343.01	412.63	197,990.67
017.00	INVESTMENTS	235,017.76	102.70	0.00	235,120.46
	REVOLVING LOAN FUND	426,078.05	7,445.71	412.63	433,111.13

User: TMEAD

FROM 07/01/2016 TO 07/31/2016

DB: Albion

FUND: 001 101 202 203 208 226 244 246 247 248 250 264 265 268 271 275 277 296 362 363 364 367 369 370 371 372 373
 374 394 402 430 450 452 590 591 661 701 703 711 722 732 735 737 750 900 950

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 07/01/2016	Total Debits	Total Credits	Ending Balance 07/31/2016
Fund 364 001.00	GO BOND FOR WATER PROJECT CASH	49,646.54	20,218.63	0.28	69,864.89
Fund 367 001.00	SIDEWALK PROGRAM FUND CASH	256,120.81	21,315.36	8,106.63	269,329.54
Fund 374 001.00	DPW BUILDING DEBT CASH	15,295.32	0.00	15,000.00	295.32
Fund 450 001.00	STREET IMPROVEMENTS FUND CASH	339,082.22	36,044.04	7,005.00	368,121.26
Fund 590 001.00	SEWER FUND CASH	206,868.28	149,424.91	128,399.93	227,893.26
017.00	INVESTMENTS	103,483.45	48.04	0.00	103,531.49
	SEWER FUND	<u>310,351.73</u>	<u>149,472.95</u>	<u>128,399.93</u>	<u>331,424.75</u>
Fund 591 001.00	WATER FUND CASH	501,770.12	66,612.96	72,255.11	496,127.97
003.00	CERTIFICATES OF DEPOSIT	400,699.00	6.00	0.00	400,705.00
017.00	INVESTMENTS	103,483.45	48.04	0.00	103,531.49
	WATER FUND	<u>1,005,952.57</u>	<u>66,667.00</u>	<u>72,255.11</u>	<u>1,000,364.46</u>
Fund 661 001.00	EQUIPMENT POOL FUND CASH	88,223.97	22,829.73	28,401.52	82,652.18
Fund 701 001.00	TRUST & AGENCY FUND CASH	84,898.29	60,818.14	67,789.60	77,926.83
Fund 703 001.00	CURRENT TAX COLLECTION FUND CASH	1,042.32	722,402.13	406,715.18	316,729.27
Fund 711 001.00	CEMETERY TRUST FUND CASH	47,677.63	32.32	0.00	47,709.95
003.00	CERTIFICATES OF DEPOSIT	150,225.50	47.50	0.00	150,273.00
017.00	INVESTMENTS	51,740.08	24.01	0.00	51,764.09
	CEMETERY TRUST FUND	<u>249,643.21</u>	<u>103.83</u>	<u>0.00</u>	<u>249,747.04</u>
Fund 732 001.00	PUBLIC SAFETY PENSION TRUST CASH	11,723.78	19.50	0.00	11,743.28
Fund 735 017.00	ALBION TRUST INVESTMENTS	645,152.93	193.95	0.00	645,346.88
Fund 737 001.00	RETIREE HEALTH CARE FUND CASH	22,946.44	15.40	200.00	22,761.84
017.00	INVESTMENTS	25,872.01	12.00	0.00	25,884.01
	RETIREE HEALTH CARE FUND	<u>48,818.45</u>	<u>27.40</u>	<u>200.00</u>	<u>48,645.85</u>
	TOTAL - ALL FUNDS	<u>6,021,586.06</u>	<u>1,568,443.56</u>	<u>1,372,662.62</u>	<u>6,217,367.00</u>

GREATERALBION

Chamber of Commerce & Visitors Bureau



people community business
Succeeding Together

Greater Albion Chamber of Commerce & Visitors Bureau

310 S. Superior St.

P.O. Box 238

Albion, MI 49224

www.greateralbionchamber.org

(517) 629-5533

Fax (517) 629-4284

president@greateralbionchamber.org

October 5, 2016

Dear Albion!

The Holidays are just around the corner and with it comes the "Albion Aglow" parade, scheduled this year for Tuesday night, November 29th.

WE WANT YOU TO JOIN US in celebrating the holidays
and that GREAT Albion spirit we all love to display!
Sign up to parade with us TODAY!

Please complete the following parade application and return it to our office in order to let us know you will be attending. If you have any questions, please feel free to call the Chamber office at the telephone number listed above.

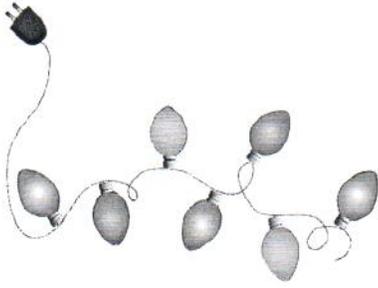
Sincerely,

Amy Robertson, MPA
President/CEO

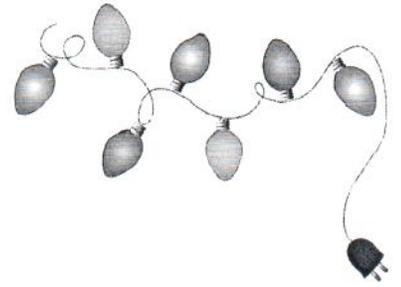
Greater Albion Chamber of Commerce 2016 Board of Directors

Trevor Shedd, Board Chairman, Parks Drug Store, Gary Grigowski, Board Vice-Chairman, Team1 Plastics, Inc., Troy Kase, Board Treasurer, Albion College, and Richard Lewin, Board Secretary, Albion Heritage Bed & Breakfast

Jason Cox, Murray, Tymkew & Associates, Shari Deevers, Kellogg Community College, Brandi Eggelston, Edward Jones, Mary Faurot, Blue Ox Credit Union, Peggy Grigowski, Team 1 Plastics, Inc., Richard Lindsey, Oaklawn Hospital, Mark Putvin, Mark Putvin State Farm, Rob Reed, Member-at-Large, Kelly Rice, Albion Insurance Agency, Bill Stoffer, Velocity Manufacturing, and Shane Williamson, Starr Commonwealth



Albion Aglow Parade



**Tuesday, November 29, 2016
Parade starts at 6:30 p.m.
Downtown, Albion**

Line Up at 5:30 p.m. - Albion Post Office 307 N. Superior Street

Deadline for Application Monday, November 28, 2016 5 PM

Please check entry category:

- | | |
|---|--|
| <input type="checkbox"/> Float-Community | <input type="checkbox"/> Antique Tractors and equipment* |
| <input type="checkbox"/> Float- Business | <input type="checkbox"/> Antique & Classic Cars* |
| <input type="checkbox"/> Float- Children & Family | <input type="checkbox"/> Decorated 4-Wheelers, Cars, Bikes, motorcycles, etc.* |
| <input type="checkbox"/> Float- Specialty (Scouts, 4-H, etc.) | <input type="checkbox"/> Marching Band |
| <input type="checkbox"/> Politician | <input type="checkbox"/> Horses |
| <input type="checkbox"/> Politician for Election Year \$50.00 | <input type="checkbox"/> Other |

*Must be at least 16 years of age or accompanied by an adult to drive motorized vehicle in parade

WALKERS MAY HAND OUT CANDY OR OTHER ITEMS, BUT NONE MAY BE THROWN FROM THE PARADE ENTRIES.

Please use this area below to let us know what the MC should say about your group/float as you pass by.

A Strong hint: Imagine yourself as an MC and write what you want that person to SAY over the loud speakers!!

In consideration of inclusion as a participant in the Albion Aglow Parade, receipt of which is hereby acknowledged, participant agrees to indemnify and hold harmless the City of Albion, Greater Albion Chamber of Commerce, its members & volunteers from and against any and all liability, loss, costs, demand, claims, fines, debts or judgments that participant's member and/or volunteers may sustain or incur as a result of or arising from participant's involvement in parade. By signing the application, I agree that I have read and understood all the foregoing information. I am aware of the risks involved in the event.

Organization or Business _____ Contact _____

Address _____ City _____ State _____ Zip _____

Phone # (____) _____ Fax # (____) _____ E-mail address _____

Signature _____ Date _____

Complete and return to: Chamber of Commerce, P.O. Box 238, Albion, MI 49224 or take to the Greater Albion Chamber of Commerce, 310 S. Superior Street, Albion, MI; Fax: 517-629-4284 Telephone: 517-629-5533

CITY OF ALBION – DEPARTMENT UPDATES

Report to Council

October 17, 2016

FINANCE DEPARTMENT – Director Tom Mead

The Finance Department performs a wide variety of tasks on an ongoing basis. Listed below are a few of the reoccurring types of activity that was performed during the two week period mentioned above.

- Processed 654 various payments to the City totaling \$313,586.
- Processed 483 utility bill payments totaling \$166,981.
- Issued 112 accounts payable checks totaling \$159,716.
- Issued 72 payroll checks to the City and Library employees totaling \$151,465.
- Processed income tax returns and receipted income tax payments on an on-going basis.

In addition to some of the reoccurring tasks listed above, the following reflects a few of the unique projects and/or tasks that were addresses by the Finance Director during the two week period reflected above:

- Gathered info for State Grant for Ismon House construction
- Work on Public Safety Pension expense report for conference attendee
- Worked with taxpayer to resolve billing issue
- Discuss with County, then determine tax payer over payment, generate refund check request
- Prepare check request for Pension Board conference attendee
- Prepare, review, approve staff time sheets
- Prepare check requests for Huntington Bank Bond payments – Maple Grove & Fire Barn
- Meet with Farmers Market personnel regarding credit card use at Farmers Market
- Prepare and approve time sheets for employees
- Review and respond to ADPS personnel regarding retirement actuarial estimate
- Research and respond to tax payer regarding delinquent personal property taxes
- Analyze and review budget numbers relating to employee staffing
- Work most of the day on FAC and Actuarial request for Public Safety Pension deferred retiree, along with submitting request for benefit information to actuarial
- Attended State Treasury webinar on Personal Property Tax Reform
- Meet with taxpayer regarding tax dollar and budget questions
- Assist with grant application by providing financial institution info
- Took steps to update investment account to have old signors removed and replaced with new
- Review personnel manual and union contracts regarding various employee matters
- Assist with minutes for special Council meeting on assessing values
- Meet with taxpayer and collect delinquent property tax check
- Work on entries and check request for 1st semi-annual loan payment on new Rec van
- Work on 2017 budget – estimating revenues, admin costs, debt service requirements, etc.
- Journal Entry to correct posting of utility billing charges
- Review Transfer In and Transfer Out entries and reconcile
- Determine how to receipt annual portion of bond payment from Huron Valley Ambulance
- Work on estimated staffing costs for budget
- Contact taxpayer regarding summer deferral application
- Research and process refund check requests for parcels with tax overpayments

- Balance property tax overpayment account
- Research and prepare check request for new lawn mower lease payment
- Process Oak Meadows PILOT payment
- Work on budget worksheets
- Attend staff meeting
- Contact taxpayer regarding incorrect payment amount from title company
- Contact County regarding possible misapplied tax payment
- Assist Assessor with various office matters
- Research solutions for office printer problems
- Review and approve Accounts Payable check runs for both ABA and Common Cash Accounts
- Approve and post several journal entries for month end reconciling, adjustments, etc.
- Discussion with the County and research regarding tax payment made in error.
- Discussion with taxpayer and City Manager over late fees on unpaid tax bill
- Prepare check request to County to resolve taxpayer payment error
- Study MERS Actuarial and determine City pension contributions to comply with the law
- Discuss best practice for budgeting DPW personnel costs
- Work on Deferred retiree pension
- Work on 2017 Budget - debt service requirements and inter-fund transfers
- Work on 2017 budget – input projected data, gather info from Department Heads
- Prepare Department update report for Council

ASSESSING DEPARTMENT – Julie Cain-Derouin and Tom Scott

- Tom – Week 13 - State Tax Commission’s MCAO 6 month accelerated training program.
- Tom – Responded to departmental emails, phone calls and walk-ins. (Albion/Marshall)
- Tom – Continued updating 2016 Tax Roll to include changes from JBOR (Albion)
- Tom - Residential Sales Verification Studies. (Marshall/Albion)
- Tom – Inputted, scanned and attached all PTA’s, PRE’s, and Deeds. (Weekly Albion and Marshall)
- Tom – Residential property assessments (field work). 351 (62%) of the 567 (20%) residential properties (Marshall) completed to date. 269 (51%) of the 525 (20%) residential properties (Albion) completed to date.
- Julie:
- Marshall - (38%) commercial and (50%) industrial
- Albion - (55%) commercial and (13%) industrial
- Land Combo Marshall
- Responded to departmental emails, phone calls and walk-ins.