

Albion Building Authority
Special Meeting
June 9, 2016
8:30 a.m.
Mayor's Office – City Hall

AGENDA

- I. Call to Order
- II. Approval of Minutes – April 14, 2016
- III. Old Business
- IV. New Business
 - A. Approval of Easement Agreements with Consumers Energy for Electric Facilities
- V. Miscellaneous
- VI. Public Comment (Persons addressing the ABA shall limit their comments to no more than 5 minutes. Proper decorum is required.)
- VII. Excuse Absent Board Member(s)
- VIII. Adjournment

Albion Building Authority
April 14, 2016
Minutes

Present: E Seedorf, M Tymkew, C Farmer, S Brown

Also

Present: S Mitchell, City Manager; J Robison, Maple Grove; J Tracy, Planning/
Building/Zoning Director; J Domingo, Mayor; S MacGeorge, Recording
Secretary

I. Call To Order

The April 14, 2016 ABA meeting was called to order at 8:00 a.m. by Vice Chair Tymkew.

II. Approval of Minutes

Farmer moved, Seedorf supported, CARRIED, to approve the December 17, 2015 minutes as drafted.

III. Old Business – None

IV. New Business

A. Election of Chair and Vice Chair

1. Chair

Nominations were open for Chair. Tymkew nominated Brown. No other nominations were received. Nominations were closed.

Tymkew moved, Farmer supported, CARRIED, to elect S Brown as the ABA Chair.

2. Vice Chair

Nominations were open for Vice Chair. Brown nominated Tymkew. No other nominations were received. Nominations were closed.

Brown moved, Farmer supported, CARRIED, to elect M Tymkew as the ABA Vice Chair.

B. Discussion of Possible Sale or Lease of ABA Properties

It was noted that a local business person was looking for sites in the downtown area and had expressed an interest in the properties at 201 N Clinton and 309 N Superior Street. The business is doing an assessment of several properties.

1. 201 N Clinton Street

201 N Clinton was never split from the fire station property/building. Tracy stated that the building known as 201 N Clinton could be split from the remainder of the property; it would meet the required set-backs. It was noted that renting or leasing the property may be a better idea due to possible ground contamination and pursuant environmental costs if sold.

Tracy noted that he could look at environmental if the ABA was interested, along with getting clarification on how the property could be used. He also noted that a split of the property would need to go through Zoning.

The Board discussed designing a right-of way along the river front for potential use by a River Trail redesign. Tracy will get measurements off the current trail.

2. 309 N Superior Street

The EDC pays a minimal rent for their space at 309 N Superior Street, but it is not enough to support the expenses for the building. City Manager Mitchell will obtain the original lease with the EDC.

It was the consensus of the ABA board to rent, lease or sell 201 N Clinton Street and/or 309 N Superior Street. It was further decided that the ABA would be willing to talk to anyone interested in purchasing any of their properties.

Mayor Domingo would like a list of ABA properties and their values.

V. Miscellaneous

A. Maple Grove Report

Robison distributed bids for windows for Maple Grove Apartments. Bids were received from the following companies:

1. Billy White Roofing, LLC - \$59,365.00
2. Ruff & Kreger - \$75,800.00
3. Wallside Windows - \$55,628.00

The new windows will allow for the installation of individual air conditioners. Robison reported that operating funds could be used for this purchase. His recommendation is to authorize the bid from Ruff & Kreger because they are local and their work is of the highest quality.

Tymkew moved, Seedorf supported, CARRIED, to accept the bid for windows from Ruff and Kreger at \$75,800.00 and authorize the expenditure out of the operating funds.

B. Holiday Party

In past years the ABA has been underwriting the cost of Maple Grove's holiday party. Since the ABA's budget is challenged, the board discussed whether they could continue to hold the holiday party. HUD does not allow for the expenses of the holiday party to come out of Maple Grove monies and public dollars can't be used on private parties. In the past few years attendance by the ABA, Council and residents has dwindled. Robison suggested that the holiday party be discontinued and the board members agreed.

VI. Public Comments – None

VII. Excuse Absent Board Member(s)

All members were present.

VIII. Adjournment

Tymkew moved, Seedorf supported, CARRIED, to adjourn the meeting. Meeting adjourned at 8:54 a.m.

Recorded By: S MacGeorge, Recording Secretary

Tax ID No. 51-001-849-01
Tax ID No. 51-001-569-01
LPM No. MI000000020803
Order # 25337589

SPECIAL CONSIDERATIONS AND AGREEMENTS
(Not Recited in the Easement)

OWNER Albion Building Authority
112 West Cass Street
Albion, MI 49224
Phone: _____

1. CONSUMERS ENERGY, ("GRANTEE") WILL PAY THE LANDOWNER THE AGREED-ON COMPENSATION FOR THE EASEMENT DATED _____, 2016.
Compensation: \$17,600.00

2. AGREEMENTS PERTAINING TO THE CONSTRUCTION OF THE LINE

3. AGREEMENTS PERTAINING TO CLEARING THE EASEMENT

Consumers Energy Company will cut larger trees and limbs into 8' to 18 foot lengths and stack wood along the right of way. Smaller trees limbs and brush will be chipped and spread along the right of way or hauled to a disposal site as directed by Owner.

Owner hereby accepts and approves the above.

William C. Carlson , Field Representative

FIELD REPRESENTATIVES DO NOT HAVE AUTHORITY TO BIND CONSUMERS ENERGY. THIS AGREEMENT IS NOT EFFECTIVE UNTIL IT IS SIGNED BY A CONSUMERS ENERGY PROJECT MANAGER.

William C. Carlson,
Consumers Energy Project Manager

Date: _____

Tax ID No. _____
Tax ID No. 51-000-382-00
LPM No. MI00000002
Order # 25337589

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William C. Carlson,
Consumers Energy Project Manager

Date: _____

WRITTEN STATEMENT AND SUMMARY

File # _____ W.O.# _____

Project Calhoun-Rice Creek

Report Date _____

Parcel # _____

OWNERS: Albion Building Authority PHONE: _____

ADDRESS: _____

TAX DESCRIPTION (City or Twp) of _____ (County Name) _____

IMPROVEMENTS: APPROXIMATE VALUE

- House _____
- Buildings _____
- Other _____
- Vacant Land Only _____

NOTES:

No existing buildings. Clearcut area over treed area valued at 50% (No planted trees in this area) Clearcut over parking lot values at 25%. The \$13,854/acre and \$91,854/acre were provided by the City Assessor, portions of which are environmentally contaminated.

NET True Cash Value- _____ X 0 Acres = _____ Per Acre (TCV)
(2 X SEV less improvements)

(TCV)	Vacant Westerly parcels	DESCRIPTION OF TAKING			
No Build Area	<u>40.0 W</u> X <u>1060.0 L</u>	=	<u>0.97</u>	Ac X	<u>\$ 13,854.00</u> (TCV) X <u>80%</u> = <u>\$10,788.06</u>
Tree Clear area	<u>40.0 W</u> X <u>1060.0 L</u>	=	<u>0.97</u>	Ac X	<u>\$ 13,854.00</u> (TCV) X <u>50%</u> = <u>\$6,742.53</u>
Total Acres				<u>1.9</u>	*TOTAL CONSIDERATION <u>\$17,530.59</u>

(TCV)	ABA Office parcel	DESCRIPTION OF TAKING			
No Build Area	<u>20.0 W</u> X <u>330.0 L</u>	=	<u>0.15</u>	Ac X	<u>\$ 91,518.00</u> (TCV) X <u>80%</u> = <u>\$11,093.09</u>
Tree clear area	<u>20.0 W</u> X <u>330.0 L</u>	=	<u>0.15</u>	Ac X	<u>\$ 91,518.00</u> (TCV) X <u>25%</u> = <u>\$3,466.59</u>
Total Acres				<u>0.30</u>	*TOTAL CONSIDERATION <u>\$14,559.68</u>

Prepared By _____ Field Rep. Presentation Date _____

*Consideration does not consider any damage caused by construction.

THIS OFFER GOOD FOR 90 DAYS FROM THIS DATE

EASEMENT FOR ELECTRIC FACILITIES

SAP#25337589
Rice Creek-Calhoun
Agreement #MI00000020803

ALBION BUILDING AUTHORITY, a Michigan municipal corporation, also known as Albion Building Authority, a Michigan non-profit municipal building authority, 112 West Cass Street, Albion, Michigan 49224 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Albion, County of Calhoun, and State of Michigan as more particularly described in the attached Exhibit A and A-1 to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, on, or within 20 feet on each side of the centerline of the Easement Area, whether temporary or permanent, natural or man-made, without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned..

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner:

Albion Building Authority, a Michigan municipal corporation,
also known as Albion Building Authority, a Michigan non-profit
municipal building authority

By: _____

By: _____

Its: _____

Its: _____

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,
on _____ by _____

_____ of Albion Building Authority, a Michigan municipal corporation, also known as Albion Building Authority, a Michigan non-profit municipal building authority, on behalf of the corporation.

Notary Public

County, Michigan
Acting in _____ County
My Commission expires: _____

Prepared By: Tracy VanWoert, 4-15-2016
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Modified by: Wm. C. Carlson 4/22/2016

After recording, return to:
Carrie Main, EP7-471
Business Services
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land in the City of Albion, County of Calhoun, State of Michigan, described as:

Part of the South half of Section 34, Town 2 South, Range 4 West, City of Albion, Calhoun County, Michigan, described as: Beginning at the intersection of the South right-of-way line of the Norfolk Southern Railroad and the Northerly extension of the Centerline of Ann Street; thence South 01°40'05" West on said Centerline extended 164.93 feet more or less to the Northerly top of Bank of the Kalamazoo River; thence Westerly along said top of Bank on the following courses and distances: thence North 80°13'58" West 90.88 feet; thence North 87°31'56" West 120.30 feet; thence North 83°42'24" West 120.39 feet; thence North 84°05'05" West 93.03 feet; thence South 89°29'00" West 29.76 feet; thence North 75°05'25" West 44.53 feet; thence North 55°34'50" West 55.60 feet; thence North 75°36'24" West 127.87 feet; thence South 66°26'00" West 15.16 feet; thence North 79°54'25" West 82.14 feet; thence South 83°06'10" West 46.31 feet; thence South 77°11'25" West 42.12 feet; thence South 52°48'26" West 26.37 feet; thence South 46°37'59" West 27.81 feet more or less to the East right-of-way line of Albion Street; thence North 01°06'00" East on said East right-of-way line 54.78 feet to a point that is 40.00 feet Northwesterly of the North top of bank of said Kalamazoo River; thence North 52°48'26" East 28.72 feet; thence North 77°11'25" East 52.83 feet; thence North 83°06'10" East 54.35 feet; thence South 79°54'25" East 76.01 feet; thence North 66°26'00" East 16.82 feet; thence South 75°36'24" East 148.69 feet; thence South 55°34'50" East 55.78 feet; thence South 75°05'25" East 32.24 feet; thence North 89°29'00" East 26.59 feet; thence South 84°05'05" East 95.41 feet; thence South 83°42'24" East 119.18 feet; thence South 87°31'56" East 118.38 feet; thence North 28°32'23" East 135.83 feet more or less to the Southerly right-of-way of said Norfolk Southern Railroad; thence South 70°47'25" East on said South right-of-way line 30.00 feet to the point of beginning.

Parcel #51-001-849-01

EXHIBIT A-1

Owner's Land

Land in the City of Albion, County of Calhoun, State of Michigan, described as:

Commencing at the Southeast corner of Section Number 34, Township 2 South, Range 4 West; thence running North, on the East line of said section, to the South line of the Michigan Central Railroad, thence Westerly along said line of the Michigan Central Railroad and the Lake Shore and Michigan Southern Railroad, to the Kalamazoo River; thence Southeasterly along said River, to the South line of said Section 34; thence Easterly, along said Section line, to the place of beginning;

Excepting therefrom a strip of land 60 feet wide running across the above description, being the Right of Way of the Michigan Central Railroad, running to the Gale Works.

Also excepting a strip of land 100 feet wide across said land conveyed by deed to the Jackson and Albion Electric Railroad as described in said deed recorded in Liber 178 Page 66 of Deeds.

Also commencing at the Northeast corner of the Northeast $\frac{1}{4}$ of Section 3, Town 3 South of Range 4 West, and thence West along said section and town line between Towns 2 and 3 to the Kalamazoo River; thence a Southeasterly course along the center of the bed of said River to a point running North and South on the East side of said quarter section; thence North to the place of beginning, being the property described in Liber 151 of Deeds Page 260, excepting therefrom the following described property:

Beginning at the Northeast corner of the Northeast $\frac{1}{4}$ of Section 3, Town 3 South of Range 4 West; thence West along the said section line and Town lines between Towns 2 and 3, to a point 115 feet west of the West line of North Eaton Street; thence South on the line parallel to the West line of North Eaton Street, to the Kalamazoo River; thence in a Southeasterly direction along the line of the Kalamazoo River to the West line of North Eaton Street and thence North along said line of Eaton Street to the place of beginning.

All in the City of Albion, Calhoun County, Michigan.

Excepting those portions of above described premises described in Liber 545 of Deeds Page 613; Liber 617 of Deeds, Pages 80 and 81.

Also: commencing at the intersection of the North line of the Northeast quarter of Section 3, Town 3 South, Range 4 West with the West line of Eaton Street in the City of Albion, thence West 115 feet; thence South to the Kalamazoo River; thence in a Southeasterly course along the center of the bed of the Kalamazoo River to a point on the West line of Eaton Street; thence North to the place of beginning, all in the City of Albion, Calhoun County, State of Michigan.

Parcel #51-001-569-01

EXHIBIT B

Easement Area

An 80 foot-wide strip of land, being 40 feet on each side of the centerline of the line constructed on Owner's Land, the centerline of said electric facilities is to be located along a centerline described as:

Beginning at a point not more than 450 feet nor less than 405 feet North of the South line of Section 34, T2S, R4W, City of Albion, Calhoun County, at a point not more than 33 feet West of the centerline of North Albion Street; thence Easterly to a point not more than 430 feet nor less than 420 feet North of the South line of Section 34 at a point not more than 1075 feet nor less than 1055 feet West of the East line of Section 34; thence Easterly to a point not more than 460 feet nor less than 360 feet North of the South line of Section 34 at a point not more than 750 feet nor less than 650 feet West of the East line of Section 34; thence Southeasterly to a point not more than 210 feet nor less than 170 feet North of the South line of Section 34 at a point not more than 250 feet nor less than 210 feet West of the East line of Section 34; thence Northeasterly to a point not more than 265 feet nor less than 245 feet North of the South line of Section 35 of said township at a point not more than 95 feet nor less than 75 feet East of the West line of Section 35.