



CITY OF ALBION DOWNTOWN DEVELOPMENT AUTHORITY

REGULAR MEETING

WEDNESDAY, AUGUST 10, 2016

ISMON HOUSE

300 S. CLINTON ST., ALBION, MI 49224

7:30 A.M.

MIKE TYMKEW-CHAIRPERSON

AGENDA

- I. Call To Order (Reminder: turn off cell phones)
- II. Roll Call of the DDA
- III. Approval of Prior Meeting Minutes
 - July 13, 2016 Regular Meeting
- IV. Correspondence
- V. Order of Business
 - A. Approval Ismon House Rental Rates
 - B. 2017 Street Sign Project
 - C. Downtown Parking Plan
 - D. Miscellaneous Items
 - 1. Ismon House Historic Easement
 - 2. DDA Inventory
 - 3. Update on Comprehensive Plan
 - 4. Ismon House – Draw #9
 - E. Excuse Absent Board Members
- VI. Citizen Comments (Persons addressing the DDA shall limit their comments to no more than 5 minutes. Proper decorum is required.)
- VII. Adjournment

City Of Albion
Albion Downtown Development Authority
Regular Meeting Minutes – July 13, 2016

I. CALL TO ORDER

Chairperson Mike Tymkew called the meeting to order at 7:30 a.m.

II. ROLL CALL

	Scott Brown		X	Jennifer Yawson
X	Joseph Domingo, Mayor		X	Peggy Sindt
X	Alfredia Dysart-Drake		X	Mike Tymkew
X	Nora Jackson		X	Nidia Wolf
X	Marcola Lawler		X	Don Masternak
X	Scott Evans			

Administration: Sheryl L. Mitchell, City Manager; Jill Domingo, City Clerk, Danielle Nelson, City Manager Intern and John Tracy, Planning/Building & Code Enforcement Director.

III. Approval of Prior Meeting Minutes

A. May 11, 2016 Regular Meeting Minutes

Motion by Sindt, supported by Wolf to approve prior regular meeting minutes as presented.

(MOTION carried, voice vote)

IV. Correspondence – Danielle Nelson, Special Project Manager updated the DDA on the survey for the comprehensive plan which can be accessed online at www.surveymonkey/r/albionplan2016.

Board Member Wolf updated the DDA on the car show. It was a success with over 200 cars participating. Kevin Charles was the 50/50 winner and a gift basket from Performance Automotive was also given away. She stated they may extend the area past Erie Street for next year and may also need to change the location due to the 2017 downtown street project. She also stated the car show was good for downtown businesses and had the opportunity to speak with some of the downtown businesses following the car show who stated they had sold some big ticket items due to the number of people at the car show.

Board Member Wolf is also looking for someone to take over the car show. She has some interest from someone outside the community but wants to be sure things are handled as they have in the past as that is what the participants like.

Comments were received from Board Members Masternak and Tymkew and Director of Building, Planning and Code Enforcement Tracy.

V. Order of Business

A. Approval of Easement-Ismon House

Chair Tymkew brought up the following points on the easement:

- A. (1) This is a twenty (20) year easement.
- B. (2) The Grantor (DDA) assumes all costs necessary to preserve the historic integrity of the features, materials, appearance, workmanship and environment of the Property pursuant to the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties.
- C. (3) The Grantor (DDA) assumes the cost of the continued maintenance and repair of the Property so as to keep it in sound state of repair, prevent deterioration and preserve the architectural, historical and archaeological integrity of the Property and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
- D. (4) In order to preserve and enhance the distinctive materials, features and spaces that caused the Property to be listed or eligible for listing on the National Register of Historic Places, the Grantor (DDA) shall maintain and preserve the Property in accordance with the recommended approaches in the U.S Secretary of the Interior's Standards for the Treatment of Historic Properties.
- E. (5) If the Grantor (DDA) intends to undertake future work outside the scope of this Easement that may affect the Property, Grantor (DDA) must give prior written notice to the Grantee, through the SHPO or the SHPO's successors or assigns.
- F. (6) The Grantor (DDA) agrees that no ground-disturbing activities will be permitted to be undertaken which would affect any historically significant or archaeological resources without receiving prior written permission from the Grantee and affirming that such work will meet the Secretary of the Interior's Standards for Archaeological and Historic Preservation.
- G. (7) The Grantor (DDA) will permit the Grantee, its agents, officers, employees, subcontractors or designees to enter onto the Property at all reasonable times to inspect and ascertain compliance with the conditions of this Easement or carry out remedial actions as necessary.
- H. (8) The Grantor (DDA) will provide public access to the Property no less than twelve (12) days each calendar year so that the general public can view the grant-assisted work and investment of public funds on the Property.
- I. (9) The Grantor (DDA) may charge a reasonable nondiscriminatory admission fee to the public that is comparable to fees charged at similar facilities in the area.
- J. (11) The Grantor (DDA) shall comply with the Elliott-Larsen Civil Rights Act , MCL 37.2101 et seq. the Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq. and all other state, federal and local fair employment practices and equal opportunity laws and covenants.
- K. (15) If the Grantor (DDA) plans to sell the Property or enter into a long-term lease during the term of this Easement, the Grantor covenants to first offer the Property to the Grantee for purchase or lease, at the same price and on the same terms of the intended sale or lease.
- L. (18) The Grantor (DDA) covenants to consult with the Grantee through the SHPO or the SHPO's successors or assigns, to ensure that any contracts entered into for the performance of the obligations of this Easement to comply with the applicable barrier free design laws, including the Architectural Barriers Act of 1968, 42 USC 4151 et seq. and the Utilization of Public Facilities by Physically Limited Act, MCL 125.1351 et seq. It is understood that the Grantor may apply for lawful exemption from the requirements of these laws.

- M. (20) In the event that the Property is damaged by flood, snow, ice, rain, windstorm, fire, earth movement or any other natural disaster or casualty, the Grantor (DDA) agrees to notify the Grantee, through the SHPO or the SHPO's successors or assigns, in writing within fourteen (14) days of the damage or destruction, further indicating what, if any, emergency work has already been undertaken and completed.
- N. (25) Upon execution, the Grantor (DDA) covenants to promptly record this Easement, in the Register of Deeds Office in Calhoun County in which the Property is located.

Comments were received from the following:

Chair Tymkew who stated this locks the DDA into contacting the state before anything can be done.

Board Member Domingo asked if it was possible to have the City Attorney review the document before signing.

Shirley Zeller, Ismon House Board stated the easement needs to be recorded before the work is completed on the Ismon House.

Board Member Wolf suggested that the easement be placed on the agenda on a yearly basis as a reminder.

Additional comments were received from Board Members Dysart-Drake, Masternak and Sindt and City Manager Mitchell.

Sindt moved, supported by Evans, to approve the easement pending approval of Legal Counsel reviewing the document.

(MOTION CARRIED, voice vote) (Domingo dissenting).

B. Approval Michigan State Housing Development Authority-2nd Amendment Agreement

Shirley Zeller, Ismon House Board, explained this amendment was for a time extension to complete the third floor renovation. The original date of competition was June 30, 2016

Comments were received from Board Members Yawson and Sindt and City Manager Mitchell.

Wolf moved, supported by Sindt, the acknowledgment of the Michigan State Housing Development Authority 2nd Amendment Agreement.

(MOTION CARRIED, voice vote)

C. Discussion-Albion Comprehensive Plan and DDA Plan-Rosalyn Jones

Rosalyn Jones, Consultant stated she is working with the EDC, Planning Commission and City of Albion on updating the comprehensive plan. She stated through surveys

they have found some of the things that are most important to residents and least satisfied with pertaining to the downtown area:

1. Education
2. Housing
3. Employment

In 2015, A Target Analysis was done in cooperation with Calhoun County to identify the future housing needs in Albion so that the City might best coordinate its redevelopment efforts with developers and current residents. The following information was determined by the TMA which was completed by Zimmerman/Volk Associates, Inc. in 2015.

Albion has 735 potential buyer/renter households. The baby boomers and millennials are driving the housing market. It needs to be determined what type of housing Albion would like to have. A survey was passed out to the Board to help determine the elements and characteristics of things that are wanted and needed in Albion.

A meeting will be held on Tuesday, July 19, 2016 at 10:30 a.m. in the Mayor's Office to discuss the above issues.

D. Miscellaneous Items

1. Ismon House Update

- A. Application #6-Draw for 3rd Floor Renovation-\$34,518.15
- B. Application #7-Draw for 3rd Floor Renovation-\$13,950.00
- C. Application #8-Draw for 3rd Floor Renovation-\$11,565.00

Shirley Zeller, Ismon House Board, stated items A, B and C are the draws for the 3rd floor renovation project. The project is currently about 93% complete. \$197,000 has been paid with an outstanding amount of \$204,000 yet to be paid. The State will send the grant funds when the project is complete and they have done a final inspection. They expect to be close to budget. There may be an additional \$500-\$1,000 additional that will be paid by the Friends of the Ismon House. The back stairway is all that remains to be done.

The 2nd floor required a sprinkler system in order for use on the 3rd floor. The Friends of the Ismon House were able to secure these funds from the Philanthropic Women at a cost of approximately \$9800.00. The sprinkler system has been completed and paid for and was not a part of the grant funds.

They had secured a loan from Homestead Bank for the sprinkler system and will be now using these funds to put a new porcelain tile floor in the garden level. The Paint Spot has also donated new carpet for the elevator.

They have received a temporary permit to occupy and had their first event last weekend. The project is anticipated to be complete by the end of July, 2016.

The DDA Board asked to have their August 10th, 2016 meeting at the Ismon House to view the renovation. Shirley Zeller, Ismon House Board stated she would add the DDA meeting to the calendar for August.

Comments were received from Board Member Yawson.

D. Ismon House Open House Celebration

Shirley Zeller, Ismon House Board stated the Friends of the Ismon House will be having their Grand Opening celebration on August 28th, 2016 from 3 p.m. to 5 p.m. All three floors will be open.

E. Excuse Absent Board Members

Moved by Wolf, supported by Dysart-Drake to excuse Board Member Brown.

(MOTION carried, voice vote)

VI. Citizens Comments (Persons addressing the DDA shall limit their comments to no more than 5 minutes. Proper decorum is required.)

No Citizens Comments were received.

Board Comments:

Chair Tymkew asked Shirley Zeller, Ismon House Board about how many and what types of rental are being done at the Ismon House.

Shirley stated the Ismon House is busy nearly every weekend with rentals. They have received several inquiries regarding renting space. She said the rates seem to be reasonable and due to a grant they received, they have all new tables and chairs. The types of rentals are baby showers, weddings, business meeting and graduation parties. The auditions for the Talent Show for the Festival of the Forks will also be held there. During the winter months, they will renting out one day each week for dance classes for children.

Board Member Wolf asked if the Board will be working on downtown parking soon.

City Manager Mitchell stated this will be coming to the Board very soon.

Board Member Yawson asked to have follow-up on the 2017 street project added to the August agenda. Specifically the signs for the downtown businesses.

Board Member Tymkew stated he believed they previously used markers for use of the back doors of businesses and also had some directional signs.

Board Member Wolf stated she would look through the minutes and see what she could find.

Additional comments were received from Board Members Domingo and Dysart-Drake.

VII. ADJOURNMENT

Motion by Sindt, supported by Wolf to adjourn the meeting of the DDA.

(MOTION CARRIED, voice vote).

Meeting adjourned the meeting at 8:17 a.m.

Recorded by Jill Domingo, City Clerk

Rates effective July 1, 2016

ISMON HOUSE RENTAL RATES

Ismon House
300 S. Clinton Street, P.O. Box 186
Albion, MI 49224
517-629-8211

GARDEN LEVEL (no kitchen – seats 80 comfortably at tables)

<u># people</u>	<u>0 to 3 hours</u>	<u>3 to 5 hours</u>	<u>5 to 6 hours*</u>	<u>All day</u>
0-30	\$50	\$75	\$100	\$150
31-80	\$75	\$100	\$125	\$150
Non-Profits:	<u>0-3 hours</u>	<u>3-5 hours</u>	<u>All Day</u>	
	\$25	\$50	\$75	

FIRST FLOOR (full kitchen – seats 100 comfortably at tables)

Meetings and Events held without food (beverages allowed)

<u># people</u>	<u>0 to 3 hours</u>	<u>3 to 5 hours</u>	<u>5 to 6 hours*</u>	<u>All day</u>
0-30	\$50	\$75	\$100	\$200
31-75	\$75	\$100	\$125	\$200
76-100	\$100	\$125	\$150	\$200

Events with food (dinners, receptions, etc)

<u># people</u>	<u>0 to 3 hours</u>	<u>3 to 5 hours</u>	<u>5 to 6 hours*</u>	<u>All day</u>
0-30	\$75	\$100	\$150	\$300
31-75	\$125	\$150	\$200	\$300
76-100	\$175	\$200	\$250	\$300

Rates include: kitchen use for serving and cleaning up, tables and chairs

Tablecloths may be rented for \$3.00 each.

Use of stove for cooking - \$25.00

Non-Profits:	<u>0-3 hours</u>	<u>3-5 hours</u>	<u>All Day</u>
	\$50	\$75	\$100

3rd FLOOR RATES – seats 200 comfortably at tables

<u>0 to 3 hours</u>	<u>3 to 5 hours</u>	<u>5 to 6 hours*</u>	<u>All day</u>
\$350	\$400	\$500	\$600

Rent entire building (3 floors – garden level, 1st and 3rd floors - \$900

*Each hour or portion of an hour over 6 hours is an additional \$50. All events must end at 12:00 a.m.(midnight).

If the number of people attending an event increases by 10% over contracted rate, the rate at the next level will be charged.

The event length of time is defined as the time the building is opened for the event until it is closed or inspected at the completion of the event. If the event time extends beyond the contracted time, an additional charge of \$25 per half hour will be due.

Jill Domingo

From: Sheryl Mitchell
Sent: Wednesday, July 27, 2016 9:43 AM
To: Jill Domingo
Subject: DDA agenda
Attachments: scan.pdf

Jill – if this could be on the next DDA agenda as an informational item.

The Historic Easement had to have a paragraph added to be exempt from the transfer tax. Mike Tymkew resigned.

Sheryl L. Mitchell, DBA, MSA
Albion City Manager
112 West Cass Street
Albion, MI 49224

smitchell@cityofalbionmi.gov
517.629.7172 (office)
517.629.4168 (fax)

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From: City-Manager@ci.albion.mi.us [mailto:City-Manager@ci.albion.mi.us]
Sent: Wednesday, July 27, 2016 9:35 AM
To: Sheryl Mitchell <smitchell@cityofalbionmi.gov>
Subject:

MARY SHELDON ISMON HOUSE
HISTORIC PRESERVATION EASEMENT

This Historic Preservation Easement ("Easement") is made between the ALBION DOWNTOWN DEVELOPMENT AUTHORITY, a municipal corporation, whose address is 112 WEST CASS STREET, ALBION, MICHIGAN, 49224 ("Grantor"), and the STATE OF MICHIGAN, MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, a public body corporate and politic acting through its STATE HISTORIC PRESERVATION OFFICE ("SHPO" or "Grantee"), whose address is 702 W. Kalamazoo Street, Lansing, Michigan 48909-8240. The Grantor is a recipient of a Michigan Historic Restoration Program ("MHRP") Grant (the "Grant"), a competitive grant program established to assist in the funding of restoration and preservation projects in historically designated neighborhoods throughout the state of Michigan. The consideration for this Easement is ONE HUNDRED TWENTY SEVEN THOUSAND SEVEN HUNDRED TWO DOLLARS (\$127,702) received from the Grantee, which is authorized to award competitive grants to fund restoration and preservation projects.

The property that is the subject to this Easement is the historic MARY SHELDON ISMON HOUSE (the "Property"), a historically and architecturally significant building listed or eligible for listing in the National Register of Historic Places. The Property is located on a parcel of land in the City of Albion, County of Calhoun, State Of Michigan, and is more particularly described as:

LEGAL DESCRIPTION

The Mary Sheldon Ismon Club House, situated and being on Lot Number Five (5), Block Number Sixty-Two (62), according to the original plat of the City of Albion, D5 of Plats Page 000, in the Office of the Register of Deeds for Calhoun County, Michigan.

Tax Roll Number 13-51-001-045-00.

This Easement is executed consistent with Subpart 11 of Part 21 of Article 1, Conservation and Historic Preservation Easements of the Michigan Environmental Protection Act, MCL 324.2140 *et seq.*, and is executed subject to the following terms and conditions:

1. In accordance with Grantee's MHRP policy, the Grantor grants a twenty (20) year Easement.
2. The Grantor assumes all costs necessary to preserve the historic integrity of the features, materials, appearance, workmanship and environment of the Property pursuant to the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*, 36 CFR 67-68. Nothing in this Easement prohibits the Grantor from seeking financial assistance from any other source for additional preservation efforts.
3. The Grantor assumes the cost of the continued maintenance and repair of the Property so as to keep it in a sound state of repair, prevent deterioration and preserve the architectural, historical, and archaeological integrity of the Property and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
4. In order to preserve and enhance the distinctive materials, features and spaces that caused the Property to be listed or eligible for listing on the National Register of Historic Places, the Grantor shall maintain and preserve the Property in accordance with the recommended approaches in the

U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*, 36 CFR 67-68. The Grantor acknowledges that no visual or structural alterations will be made to the Property without prior written permission from the Grantee, its successors or assigns.

5. If the Grantor intends to undertake future work outside the scope of this Easement that may affect the Property, Grantor must give prior written notice to the Grantee, through the SHPO or the SHPO's successors or assigns.
6. The Grantor agrees that no ground-disturbing activities will be permitted to be undertaken which would affect any historically significant or archaeological resources without receiving prior written permission from the Grantee and affirming that such work will meet the Secretary of the Interior's *Standards for Archaeological and Historic Preservation*, 48 FR 44716. The Grantor also agrees to ensure that any relic and material excavated will be placed in a repository that will care for the relic and material or will care for them in the manner prescribed in the *Standards for Archaeological and Historic Preservation*, 48 FR 44716, or will comply with the requirements of the Native Americans Graves Protection and Repatriation Act and with 36 CFR 79 and 43 CFR 10.
7. The Grantor will permit the Grantee, its agents, officers, employees, subcontractors or designees to enter onto the Property at all reasonable times to inspect and ascertain compliance with the conditions of this Easement or carry out remedial actions as necessary. These rights shall be exercisable in any case in which an inspection, remedial action, response to remedial action, or corrective action is found to be necessary after the date of this Easement. The Grantor will not unreasonably withhold its permission for Grantee access to and inspection of the Property.
8. The Grantor will provide public access to the Property no less than twelve (12) days each calendar year so that the general public can view the grant-assisted work and investment of public funds on the Property. The days the Property is available to the public will be equitably spaced. The Grantor may take into account seasonal and other factors that will most effectively afford public access while implementing the purpose and intent of the Grant. The Grantor will also provide access to the Property by appointment.
9. The Grantor may charge a reasonable nondiscriminatory admission fee to the public that is comparable to fees charged at similar facilities in the area. The Grantor will not discourage public visitation of the Property.
10. The Grantor agrees to maintain flood insurance on the premises as required by Section 102 (a) of the Flood Disaster Protection Act of 1973, 42 USC 4001 *et seq.*, as amended, if the Property is situated in a location designated by the U.S. Secretary of Housing and Urban Development as a location with special flood hazards.
11. The Grantor shall comply with the Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, MCL 37.1101 *et seq.*, and all other state, federal and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Easement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantor agrees to include in every subcontract entered into for the performance of its obligations under this Easement this same covenant not to discriminate in employment.

12. The Grantor must comply with the Americans with Disabilities Act and with Section 504 of the Rehabilitation Act when interior public access is required at least twelve (12) days per calendar year and at other times by appointment. The Grantor is not required to make every part of the Property accessible to and useable by disabled persons by means of physical alterations. During public access periods, videos, slide presentations and/or other audio-visual media should be used to depict otherwise inaccessible areas or features. The intent of this paragraph is to communicate that the preservation/accessibility issue must be addressed and that the solution is to take careful steps to determine what can be done to improve access without sacrificing historic fabric.
13. The Grantor covenants that upon receipt of a written request from the Grantee, the Grantor shall promptly furnish the Grantee with written certification that to the best of the Grantor's knowledge, the Grantor is in compliance with the terms and conditions of this Easement.
14. The Easement runs with the land and is binding on the Grantor, its successors and assigns. The Grantor agrees to provide notice of the Easement in any deed or other legal instrument in which it divests itself of either fee simple title or some other lesser estate in the Property.
15. If the Grantor plans to sell the Property or enter into a long-term lease during the term of this Easement, the Grantor covenants to first offer the Property to the Grantee for purchase or lease, at the same price and on the same terms of the intended sale or lease. If the Grantor proposes a conveyance other than a sale or long-term lease, the Grantor, before completing the conveyance, shall first offer the Property to the Grantee at a price based on the fair market value of the land, structures and improvements thereon. The Grantee has thirty (30) days from receipt of the offer to accept or reject it in writing.
16. If the Grantor leases the Property, the Grantor covenants to incorporate into the lease all of the terms, conditions and covenants of this Easement.
17. The Grantor covenants not to employ any subcontractor, manufacturer or supplier who appears in the register compiled by the State of Michigan, Department of Licensing and Regulatory Affairs, pursuant to 1980 PA 278, MCL 423.321 *et seq.* (State Contracts with Certain Employers Prohibited).
18. The Grantor covenants to consult with the Grantee through the SHPO or the SHPO's successors or assigns, to ensure that any contracts entered into for the performance of the obligations of this Easement comply with the applicable barrier free design laws, including the Architectural Barriers Act of 1968, 42 USC 4151 *et seq.*, and the Utilization of Public Facilities by Physically Limited Act, MCL 125.1351 *et seq.* It is understood that the Grantor may apply for lawful exemptions from the requirements of these laws.
19. The Grantor, its successors and assigns, shall pay all legally required property taxes and special assessments, if any, on the Property as they become due and will not permit any taxes and assessments to become delinquent.
20. In the event that the Property is damaged by flood, snow, ice, rain, windstorm, fire, earth movement or any other natural disaster or casualty, the Grantor agrees to notify the Grantee, through the SHPO or the SHPO's successors or assigns, in writing within fourteen (14) days of the damage or destruction, further indicating what, if any, emergency work has already been undertaken and completed. The Grantor agrees not to undertake repairs or reconstruction of any type, other than emergency work to prevent further damage to the Property or to protect public safety, without the Grantee's prior written approval, which specifies that the proposed work will conform with the

U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*, 36 CFR 67-68. The Grantee agrees to give its approval or denial of work requested by the Grantor under this paragraph within sixty (60) days of receiving the Grantor's request.

21. The Grantor acknowledges that the Grantee, after providing written notice to the Grantor, may institute action(s) to enjoin violations of this Easement, to require specific performance, and to require restoration of the Property in conformity with the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*, 36 CFR 67-68. The Grantee has available to it all legal and equitable remedies to enforce Grantor's obligations under this Easement. If the Grantor is found by a court of competent jurisdiction to have violated any of its obligations, the Grantor shall reimburse the Grantee for all costs and expenses incurred in connection with the Grantee's enforcement of the terms of this Easement, including but not limited to all court costs, attorney's fees, architectural fees, engineering and expert witness fees.
22. This Easement constitutes the entire Easement between the parties and may only be amended in writing by the Grantor with the written approval of the Grantee, provided the amendment is consistent with the preservation purpose of the Grant Award and does not reduce the Easement term. No amendment will be effective unless it is executed in the same manner as this Easement was originally executed, expressly refers to the Easement and is recorded in the Register of Deeds' Office in the county in which the Property is located.
23. This Easement will be interpreted in accordance with the laws of the State of Michigan.
24. If any provision of this Easement or any amendment thereto is found to be illegal or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from the remainder of the Easement and such action will not affect the enforceability of the remaining provisions of the Easement.
25. Upon execution, the Grantor covenants to promptly record this Easement, in the Register of Deeds Office in Calhoun County in which the Property is located.

THIS REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURE PAGE
FOLLOWS.

IN WITNESS WHEREOF, the Grantor subscribes its name on the date set forth below:

GRANTOR:
ALBION DOWNTOWN DEVELOPMENT
AUTHORITY

By: MICHAEL TYMKEW
Date: 7-27-16

State of Michigan)

County of CALHOUN

The foregoing instrument was acknowledged before me on July 27, 2016, by
MICHAEL TYMKEW ALBION DOWNTOWN DEVELOPMENT AUTHORITY.

Ashley Mitchell
Notary Public, State of Michigan, County of ORCKLAND
My commission expires 6-8-2020
Acting in the County of CALHOUN

**THIS INSTRUMENT IS EXEMPT FROM REAL ESTATE
TRANSFER TAXES PURSUANT TO SECTION 5(h) of 1966
PA 134, MCL 207.505(h)(i), AND SECTION 6(h) of 1993 PA
330, MCL 207.526(h)(i)**

<p>Drafted By: Brittany A. Campbell Assistant Attorney General State Operations Division P. O. Box 30754 Lansing, MI 48909 (517) 373-1162</p>	<p>Legal Description Reviewed By: Kara Hart-Negrich Legal Affairs – Preservation Office Michigan State Housing Development Authority 735 E. Michigan Ave. Lansing, MI 48912 (517) 335-2273</p>
<p>After Recording, Return to: Kara Hart-Negrich Legal Affairs – Preservation Office Michigan State Housing Development Authority 735 E. Michigan Ave. Lansing, MI 48912 (517) 335-2273</p>	

Jill Domingo

From: nidia wolf <bosslady47@hotmail.com>
Sent: Thursday, July 14, 2016 12:37 PM
To: Jill Domingo
Subject: DDA Business item for next meeting
Attachments: 12-9-15 DDA minutes.pdf

Jill-This is page 4 of the December 9, 2015 DDA minutes. I would like to add this item to the next DDA meeting's agenda. It shows a "Motion by Domingo, supported by Yawson, to GIVE Board Member Wolf the desk, camera and shredder for the Albion Health Care Alliance Office."

I found this when going through my minutes looking for the line item in the budget for the cruise-in. I did not take the items listed since the Battle Creek Community Foundation had a desk for the office, therefore I want to note in the minutes that the items are still at EDC in the DDA inventory.

-Nidia

City as property owners, all properties have been transferred to the hotel. This does not create any liability for the City. The Brownfield Agreement maintains if a change were made from a hotel to another type of business and would not require approval from the City.

Comments were received from Board Members Wolf and Domingo.

Motion by Wolf, supported by Tymkew, **CARRIED**, To Approve the Revised Interlocal Agreement with DDA and Albion Brownfield Development Authority.

(MOTION carried, voice vote) (Sindt abstained)

E. Miscellaneous Items

a. Approve 2016 Meeting Schedule

The Board would like to meet in January to discuss the 2016 Meeting Schedule and layout and also elect new board members.

The next meeting will be Wednesday, January 13, 2016 at 7:30 a.m. in the Mayor's Office.

Comments were received from Board Members Sindt, Yawson, Wolf, Bell and Domingo.

City Manager Mitchell stated the Ismon House had the second bid opening on Tuesday, December 8, 2016 and the bids again were substantially higher than the approved grant amount.

Comments were received from Board Members Masternak, Bell and Domingo and City Manager Mitchell.

Board Member Wolf presented an inventory of DDA owned furniture and equipment located in the EDC Building. She would like to purchase desk to be moved to her new office in the Medical Center.

Motion by Domingo, supported by Yawson, to **GIVE** Board Member Wolf the desk, camera and shredder for the Albion Health Care Alliance Office.

Comments were received from Board Members Masternak, Bell and Domingo and City Manager Mitchell.

(MOTION carried, voice vote)

F. Excuse Absent Board Members

Motion by Yawson, supported by Sindt, **CARRIED**, to excuse Board Members Brown and Lawler.

(MOTION carried, voice vote)

Remember...

SCHEDULE OF VALUES

Architect: CLS Design
 Contractor: David Bontrager
 Project: Mary Sheldon Ison House (3rd floor renovations)

Application No: 8
 Application Date: 7/6/2016
 Period to: 7/6/2016
 Architect's Project No: 1424

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D+E+F)	% (G/C)	H Balance to Finish	I Retainage this period	J Total Retainage
			From Previous Application (D+E)								
1	General Conditions	\$18,000.00	18,000.00		\$0.00		\$18,000.00	100%	\$0.00	\$0.00	\$1,800.00
2	Demolition	\$9,500.00	9,500.00		\$0.00		\$9,500.00	100%	\$0.00	\$0.00	\$950.00
3	Flooring	\$19,250.00	18,387.50		\$862.00		\$19,249.50	100%	\$0.50	\$86.20	\$1,924.95
4	Drywall	\$26,503.50	26,503.50		\$0.00		\$26,503.50	100%	\$0.00	\$0.00	\$2,650.35
5	Doors and Hardware	\$6,000.00	5,000.00		\$0.00		\$5,000.00	83%	\$1,000.00	\$0.00	\$500.00
6	Rough Carpentry	\$15,550.00	15,550.00		\$0.00		\$15,550.00	100%	\$0.00	\$0.00	\$1,555.00
7	Wood trim & moldings	\$10,600.00	8,000.00		\$2,200.00		\$10,200.00	96%	\$400.00	\$220.00	\$1,020.00
8	Woodwork Refurbish	\$10,500.00	9,500.00		\$1,000.00		\$10,500.00	100%	\$0.00	\$100.00	\$1,050.00
9	Painting	\$8,200.00	8,000.00		\$0.00		\$8,000.00	98%	\$200.00	\$0.00	\$800.00
10	Signage	\$2,000.00	340.00		\$0.00		\$340.00	17%	\$1,660.00	\$0.00	\$34.00
11	Bathroom	\$10,250.00	10,125.00		\$125.00		\$10,250.00	100%	\$0.00	\$12.50	\$1,025.00
12	Plumbing	\$14,578.00	14,200.00		\$378.00		\$14,578.00	100%	\$0.00	\$37.80	\$1,457.80
13	Mechanical	\$35,762.00	30,600.00		\$0.00		\$30,600.00	86%	\$5,162.00	\$0.00	\$3,060.00
14	Electrical	\$26,143.00	23,500.00		\$2,000.00		\$25,500.00	98%	\$643.00	\$200.00	\$2,550.00
15	Bulletin #1	\$0.00									\$0.00
16	Bulletin #2	\$0.00									\$0.00
17											
18											
19											
20											
21											
Totals		\$212,836.50	\$197,206.00		\$6,565.00	\$0.00	\$203,771.00	96%	\$9,065.50	\$656.50	\$16,862.85

Total Minus Retainage

\$5,908.50

Approved: _____



Craig L. Spiegel

Approved: _____



Shirley Zeller

248-806-802.00

1200-7-26-16

