

**EDC/TIFA/BRA
BOARD OF DIRECTORS MEETING**

**Thursday, August 4 2016
7:30 a.m.**

Agenda

- I. Roll Call
- II. Introduce Attorney Jim Reed
- III. Approval of Minutes from June 2, 2016
- IV. Financial Report
- V. Old Business
 - a. CEO Search Update
 - b. Other
- VI. New Business
 - a. Dog Park Resolution
 - b. Select Possible Dates for Council Joint Meeting
 - c. Select Possible Dates for CEO Finalist Interviews
 - d. Other
- VII. Action to Excuse Absent Directors If Necessary (EDC, TIFA, BRA)
- VIII. Adjournment

EDC/TIFA/BRA BOARD OF DIRECTORS MEETING MINUTES

June 2, 2016

Members Present: Scott Allread Ed Haas
 Ray Campbell Art Kale
 Mauri Ditzler Herm McCall
 Joe Domingo Joyce Spicer arrived 7:44am

Ex Officio Non Voting: Amy Robertson

Others: Andrew French Sheryl Mitchell
 Mike Gurnee

Staff: Neely Kent Peggy Sindt

The EDC meeting was called to order by McCall at 7:31 a.m.

1. Sindt introduced Mike Gurnee who is a Brownfield Coordinator from Michigan Department of Environmental Quality (MDEQ). Gurnee explained his position and the projects he helps facilitate. He answered questions from the board.
2. Kale moved to approve May's minutes. With support from Spicer, the minutes of May 5, 2016 were approved unanimously.
3. Sindt discussed the April Consolidated Statement with the board. Upon a motion by Spicer and with the support of Campbell, the board accepted April's Consolidated Statement.
4. McCall stated to the board that a new CEO needs to be hired within 90days. He then presented to the board the CEO search process and explained that Ditzler is leading the CEO search process. Ditzler explained the process of engaging a search firm. Ditzler stated he has been in discussion with Albion Reinvestment Corporation (ARC) about funding the search process, which they have agreed to do. He then answered questions.
5. Upon a motion by Domingo and with the support of Spicer, the board unanimously authorized its officers to negotiate a consulting contract for a CEO search with Jorgenson Consulting and the President be authorized to sign the contract once private funds have been either pledged or received, with the amount of the contract not to exceed the amount of the private funds.

6. Sindt informed the board that Team 1 Plastics has completed an application for an Industrial Facilities Tax Exemption Certification (IFT) which requests a 12 year tax abatement on real property. Sindt answered questions. Upon a motion by Spicer and with the support of Campbell, the board recommends to City Council that they approve the IFT.
7. Mitchell informed the board about the DDA Open House to be held at the Albion District Library on Thursday, June 9th at 6:00pm.
8. Mitchell informed the board that Consumer's Energy is enhancing their power lines. She stated that part of the line being enhanced runs next to the AEDC building. She informed the board that a tour of the proposed line will be held on Monday, June 6th at 5:00pm, in the AEDC parking lot. She then stated that directly afterwards there will be an Albion Building Authority (ABA) meeting held at 6:00pm and the City Council meeting will begin at 7:00pm.
9. Upon a motion by Kale and with support from Spicer, the board unanimously excused the absence of board member Konkle.
10. Sindt reminded the board that our next meeting is on August 4th, at 7:30 a.m.
11. The board meeting was adjourned by McCall at 8:48 a.m.

June 2016 Consolidated Statements

	TIFA		EDC		Incubator		RLF		Totals	
	Budget	Year-to-Date	Budget	Year-to-Date	Budget	Year-to-Date	Budget	Year-to-Date	Budget	Year-to-Date
Revenues										
Property Taxes	\$ 213,000.00	4,038.36							\$ 213,000.00	\$ 4,038.36
Delg Personal Property Tax										
Rental of City Property			\$ 77,400.00	45,150.00					77,400.00	45,150.00
EPA Grant						5,180.01				5,180.01
Federal Grant										
State Grant										
Local Grants										
Incubator Rents					27,600.00	57,131.06			27,600.00	57,131.06
Food Hub Rents					30,000.00	15,600.29			30,000.00	15,600.29
Former's Market Stall Fees					6,000.00	181.00			6,000.00	181.00
Former's Market Sponsors					2,000.00	463.33			2,000.00	463.33
Reimbursements	850.00	326.30			250.00				250.00	
Other Revenues					10,300.00	2,028.07			11,150.00	2,404.87
Interest	200.00	303.68			1,000.00	500.00			1,000.00	
Total Revenues	\$ 214,050.00	\$ 4,668.34	\$ 77,400.00	\$ 45,263.91	\$ 77,350.00	\$ 81,286.49	\$ 10,417.00	\$ 6,374.21	\$ 10,817.00	\$ 6,944.03
Trans From TIFA to EDC										
Trans From TIFA to Bus Inc										
Trans From Bus Inc for roof										
Total Transfers Out	\$ (45,800.00)	\$ (45,800.00)								
Trans To EDC from TIFA										
Trans To Bus Inc from TIFA										
Trans To Rev Loan from Fund Bal										
Total Transfers In	\$ 168,250.00	\$ (41,131.66)	\$ 30,135.00	\$ 30,135.00	\$ 15,665.00	\$ 15,665.00	\$ 10,417.00	\$ 6,374.21	\$ 30,135.00	\$ 15,665.00
Total Net Revenues	\$ 168,250.00	\$ (41,131.66)	\$ 107,535.00	\$ 75,398.91	\$ 93,015.00	\$ 96,951.49	\$ 10,417.00	\$ 6,374.21	\$ 379,217.00	\$ 137,092.95
Expenses										
Salaries & Benefits	\$ 99,801.00	46,588.91	\$ 58,104.00	27,510.71	\$ 33,922.00	25,460.19	\$ 4,874.00	2,273.81	\$ 196,701.00	101,833.62
Administrative Costs	1,000.00		2,350.00	1,116.58	1,775.00	2,234.94			5,125.00	3,351.52
Professional Services	2,500.00	76.50	3,500.00	76.50	1,000.00	398.80			7,000.00	591.80
Contractual Services	500.00	315.88	17,000.00	7,725.04	7,505.00	33,201.69	35.00		25,040.00	41,242.61
Utilities	1,140.00	527.19	3,450.00	1,198.75	22,320.00	8,650.72			26,910.00	10,376.66
Traiel			500.00	13.88	700.00	186.84			1,200.00	200.72
Maintenance	5,000.00	1,173.00	11,500.00	5,744.55	15,600.00	5,124.45			32,100.00	12,042.00
Leasance					5,000.00	3,031.00			5,000.00	3,031.00
Conference Cost			150.00		400.00	420.00			550.00	420.00
Admin Fees To City	5,996.00	2,998.02	2,500.00	1,249.98					8,496.00	4,248.00
Rental Charges (Spec Bldg)										
Loan Payments MDEQ	3,042.00	3,040.68							3,042.00	3,040.68
Land										
ABA Land Contract			4,070.00	4,070.00					4,070.00	4,070.00
ABA Land Contract interest			1,411.00	1,411.00					1,411.00	1,411.00
Roof loan interest			2,000.00	2,568.88	1,793.00	1,793.00			1,793.00	1,793.00
Economic Development	5,000.00		1,000.00	499.98	500.00	250.02			9,500.00	2,818.88
Rent to ABA	9,380.00	4,690.02							10,880.00	5,440.02
EPA Grant										
Total Expenses	\$ 133,359.00	\$ 59,410.20	\$ 107,535.00	\$ 53,185.85	\$ 93,015.00	\$ 81,001.65	\$ 4,909.00	\$ 2,273.81	\$ 338,818.00	\$ 195,871.51
To Fund Balance	\$ 34,891.00	\$ (100,541.86)		\$ 22,213.06		\$ 15,949.84	\$ 5,508.00	\$ 4,100.40	\$ 40,399.00	\$ (58,278.56)

* \$5976.00 is the principal payment for the Business Incubator roof loan *

MEMORANDUM OF UNDERSTANDING

The City of Albion ("City"), located at 112 W. Cass St., Albion, MI 49224, and the Brownfield Redevelopment Authority ("Brownfield"), located at 309 N. Superior St., Albion, MI 49224, desire to enter into an agreement to allow the City to operate a dog park on property owned by Brownfield. In furtherance of that goal, the parties herein hereby enter into an agreement regarding the same with the following terms:

1. Brownfield owns two lots located at 500 N Berrien Street, Albion, MI 49224, more specifically described as parcel number 51-000-050-00;
2. Brownfield specifically grants the City the authority to operate a dog park on the property described herein;
3. In exchange for the authority to operate a dog park on the property owned by Brownfield, City shall maintain the property for the duration of this agreement. Maintenance shall be defined as mowing the grass on the property, unless otherwise agreed to in writing by the parties herein;
4. This Agreement shall be construed under the laws of the State of Michigan. Any and all claims, disputes, lawsuits, controversies, actions, or litigation arising out of this agreement shall be brought in either the 10th District Court or the 37th Circuit Court for Calhoun County, Michigan.
5. The term of this agreement shall be from April 18, 2016 through April 18, 2018. This agreement may be renewed upon mutual agreement of the parties herein.
6. This agreement may be terminated by either party with sixty (60) days written notice to other party.
7. Both parties herein agree that the use of the property described herein is for a public purpose and for the benefit of the public;

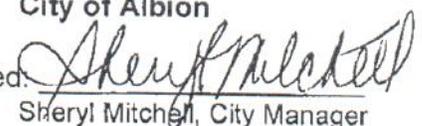
IN WITNESS WHEREOF, the parties have executed this memorandum of understanding as of the date below.

Brownfield Redevelopment Authority

Signed: _____

Date: _____

City of Albion

Signed: 
Sheryl Mitchell, City Manager

Date: 5.20.2016