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.

David Atchison
Mayor

Vicky Clark
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Sonya Brown
Mayor Pro-Tem
Council Member
3rd Precinct

Marcola Lawler
Council Member
4th Precinct

Jeanette Spicer
Council Member
5th Precinct

Shane Williamson
Council Member
6th Precinct

LaTonya Rufus
City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

NOTICE FOR PERSONS WITH HEARING IMPAIR-MENTS 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
Tuesday, February 19, 2019

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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. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)

VI. PRESENTATIONS AND RECOGNITIONS

A. Oath of Office for Vicky Clark-Precinct #1
B. Proclamation Recognizing February 2019 as Black History Month
C. Proclamation Recognizing March 2nd, 2019 as Darrington Lovelace Day in Albion
D. Update on Zoning Re-Write
E. AMRCP Story Circle
F. S Squared Project-Emily Smith, AmeriCorps VISTA

VII. PUBLIC HEARING-NONE

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

IX. CLOSED SESSION-The City Attorney requests a Closed Session under the Open Meetings Act (Section 15.268 (h), P.A. 267 of 1976, as amended) to consider material exempt from discussion or disclosure by state or federal law.

X. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)

A. Approval Study Session Minutes, February 4, 2019
B. Approval Regular Session Minutes, February 4, 2019

XI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Discussion/Action City Manager Leave Status

B. Discussion/Approval Resolution # 2019-02, A Resolution for Review of Facilities Authorized by the Michigan Regulation & Taxation of Marihuana Act

C. Request Approval Resolution # 2019-04, A Resolution to Approve Contract # 19-5026 with Michigan Department of Transportation (MDOT) and Authorize the Mayor and Clerk to Sign the Contract for the City of Albion

D. Request Approval Resolution # 2019-05, To Set Compensation for Acting City Manager

E. Request Approval Resolution # 2019-06, Resolution to Approve Contract with Maner Costerisan for Fiscal Year 2018 Auditing Services

F. Discussion/Approval MuniCode Update

G. Discussion City-Wide Clean-Up Dates

H. Discussion/Approval Rollback of Park Pavilion Rental Fees

I. Discussion to Designate a City Council Member as Liaison to the Albion Housing Commission

J. Discussion-Council Sub-Committees

K. Request Approval Appointments & Reappointments Boards & Commissions

- Betty Branche, Board of Review, Initial Appointment, Term to Expire 12-31-2020
- Barbara McAllister, Board of Review, Reappointment, Term to Expire 12-31-2020
- Emily Verbeke, DDA, Initial Appointment, Term to Expire 12-31-2022

XII. FUTURE AGENDA ITEMS

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

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

XIV. CITY MANAGER REPORT

XV. MAYOR AND COUNCIL MEMBER COMMENTS

XVI. MOTION TO EXCUSE ABSENT COUNCIL MEMBER (S)

XVII. ROLL CALL

XVIII. ADJOURN

Oath of Office

Albion, Michigan, Calhoun County

I, ***Vicky Clark,*** do solemnly swear that I will support the Constitution of the United States and of this State, and that I will, to the best of my ability, faithfully and impartially discharge the duties of the City of Albion Council Member-Precinct # 1.

So help me God.

_____

Subscribed and sworn to before me this 19th day of February A.D. 2019.

_____

Jill Domingo
Albion City Clerk

Proclamation Recognizing February 2019 as Black History Month

WHEREAS, Black History Month was created in 1926 in the United States when historian Dr. Carter G. Woodson was inspired by his father's teachings that: "*learning to accept insult, to compromise on principle, to mislead your fellow man, or to betray your people, is to lose your soul*"; and

WHEREAS, Dr. Woodson believed: "*Those who have no record of what their forebears have accomplished lose the inspiration which comes from the teaching of biography and history*"; and

WHEREAS, Black History Month affords the special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

WHEREAS, Albion can count among its past and present citizens many prominent African American leaders, educators, patriots and social justice pioneers, including Dr. Daniel Boggan Jr, Geraldine and Harry Bonner Sr, Betty Branche, Rev. Robert Brown, Tillman Cornelius, Arthur and Vivian Davis, Robert and Mae Olla Dunklin, Ron Gant, Barb Gladney, Robert Holland, Dr. Ruth Holland, Charles "Bucky" Jones, Pastor Charles Jones, Hazel Lias, James E. McIntosh, Dr. Sheryl Mitchell, Rev. Ken Ponds, Pastor Donald L. Phillips III and Dr. Teleah Phillips, Lenn Reid, Vera Simpson, Dr. Delores Smiley, Charles Snyder, Joyce Spicer, Calvin Wheeler and Eddie Williams.

NOW, *THEREFORE*, I, Dave Atchison, Mayor of Albion, do hereby proclaim February 2019 as: "Black History Month" in the City of Albion, and urge all residents of Albion to join in making this period a rededication to the principles of justice and equality for all people.

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

Dated this 19th day of February, 2019

Mayor _____

Proclamation Recognizing March 2nd, 2019 as Darrington Lovelace Day in Albion

WHEREAS, Darrington Lovelace was a very special, friendly, caring young man, possessing a giant heart who passed away at the age of 27 from complications related to Colon Cancer after a 4-year battle; and

WHEREAS, Darrington's Gift Inc. is a nonprofit organization established in the memory of Darrington Lovelace; and

WHEREAS, the mission of Darrington's Gift is to assist in empowering individuals by providing financial assistance and needed resources to improve the quality of life of those who are battling Cancer; and

WHEREAS, Darrington's Gift strives to decrease the prevalence of Cancer diagnosis in disadvantaged communities by providing educational support to increase awareness regarding treatment options and prevention measures; and

WHEREAS, the support provided by Darrington's Gift includes an annual academic scholarship to assist students pursuing degrees in healthcare; and

WHEREAS carrying out Darrington's legacy and helping others is an integral part of the character of our Albion community; and

WHEREAS March 2nd. 2019 is the 4th Annual Darrington Lovelace Memorial Scholarship and Cancer Benefit Fundraiser event for Darrington's Gift; and

WHEREAS, although Darrington is absent physically, he is forever present in the hearts of those who loved and knew him.

NOW, *THEREFORE*, I, Dave Atchison, Mayor of Albion, do hereby proclaim March 2nd, 2019 as: "Darrington Lovelace Day" in the City of Albion, and urge all residents of Albion to join in supporting the 4th Annual Darrington Lovelace Memorial Scholarship and Cancer Benefit Fundraiser event for Darrington's Gift Inc.

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

Mayor _____

Date _____

City of Albion
Study Session Minutes
February 4, 2019

I. CALL TO ORDER

Mayor Atchison opened the study session at 6:00 p.m.

II. ROLL CALL

PRESENT: Lenn Reid (2), Sonya Brown (3); Marcola Lawler (4), Jeanette Spicer (5), Shane Williamson (6) and Mayor Atchison.

ABSENT: All members were present.

STAFF PRESENT:

Cullen Harkness, City Attorney; Tom Mead, Acting City Manager/Finance Director; Scott Kipp, Chief Public Safety; Jill Domingo, City Clerk and John Tracy, Director Planning, Building & Code Enforcement.

III. ITEMS FOR INDIVIDUAL DISCUSSION

A. Precinct 1 Candidate Interviews

- Thomas Spratley
- Phillip O'Neal Warnsley Jr.
- Christine Thomas
- Vicky Clark

Mayor Atchison stated that Thomas Spratley has rescinded his application for the Precinct 1 Council seat.

The Mayor and Council asked the following questions of each of the candidates:

1. Please discuss the pros & cons of rental certification, as it relates to Albion.
2. What will you do to help the residents rejuvenate the usage of McIntosh Park?
3. What are your plans to help the residents with the broken communication with Housing Commission and to help them reinforce their right to be treated fairly if they should express concerns with their council person?
4. What makes being an Albion City Council person something you wish to be?

5. What is your vision for Precinct 1 and what will you do in the next 12 months to build towards that vision?
6. What will you do to bring the City Council together?

City Attorney Harkness provided a brief overview of the proposed rental certification in relation to question 1. Each candidate was given 15 minutes to answer questions.

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

No public comments were received.

V. CITY MANAGER REPORT-None

VI. MAYOR AND COUNCIL MEMBER COMMENTS

Comments were received from Council Member Brown and Mayor Atchison.

VII. ADJOURNMENT

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

Mayor Atchison adjourned the Study Session at 6:41 p.m.

_____ _____

Date

Jill Domingo
City Clerk

City of Albion
Council Session Minutes
February 4, 2019

I. CALL TO ORDER

Mayor Atchison called the regular meeting to order at 7:00 p.m.

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

PRESENT: Lenn Reid (2); Sonya Brown (3); Marcola Lawler (4); Jeanette Spicer (5); Shane Williamson (6) and Mayor Atchison.

ABSENT: All members were present.

STAFF PRESENT:

Tom Mead, Acting City Manager/Finance Director; Cullen Harkness, City Attorney; Scott Kipp, Chief Public Safety; Jill Domingo, City Clerk and John Tracy, Director Planning, Building & Code Enforcement.

V. APPROVAL OF THE AGENDA (Includes any proposed additions, deletions or other changes to the agenda)

Council Member Lawler asked to move agenda item K to agenda item D

Lawler moved, Brown supported, CARRIED, to move agenda item K to agenda item D. (6-0, rcv)

Williamson moved, Reid supported, CARRIED, to Approve the Agenda with the above correction. (6-0, vv)

*Brown moved, Spicer supported, CARRIED, to **TABLE** agenda items and allow Representative Haadsma speak. (6-0, vv)*

Comments were received from Representative Haadsma.

*Brown moved, Spicer supported, CARRIED, to **REMOVE** agenda items from table and proceed with agenda as presented. (6-0, vv)*

VI. PRESENTATIONS

A. Proclamation-10th Anniversary PSI Kappa Omega Chapter Battle Creek/Albion

Mayor Atchison read aloud the 10th Anniversary PSI Kappa Omega Battle Creek/Albion Proclamation and presented to PSI Kappa Omega Battle Creek/Albion members that were present at the meeting.

Comments were received from Vivian Davis.

B. Proclamation Recognizing January 2019 as National Mentoring Month

Mayor Atchison read aloud the Proclamation Recognizing January 2019 as National Mentoring Month and presented to the Mentors that were present at the meeting: Stacy Stuart; Jim Stuart; Nels Christensen; Jess Roberts; Hazel Lias; Elijah Armstrong Jr.; Vivian Davis; Scott Kipp; Maurice Barry; Eddie Williams; Marquetta Frost and Joyce Spicer. Also receiving the proclamation were Larry Williams and Kelly Rice who were not present at the meeting.

C. Presentation by Elijah Shalis- "National Liberty Memorial" in Washington D.C.

Elijah Shalis provided a brief overview of the "National Liberty Memorial" in Washington D.C.

Comments were received from Council Member Reid.

VII. PUBLIC HEARINGS-None

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

Comments were received from Garrett Brown, 1016 S. Superior St.

IX. CLOSED SESSION-The City Attorney requests a Closed Session under the Open Meetings Act (Section 15.268 (h), P.A. 267 of 1976, as amended) to consider material exempt from discussion or disclosure by state or federal law.

Reid moved, Spicer supported, CARRIED to adjourn to Closed Session. (6-0, rcv)

Mayor Atchison adjourned to closed session at 7:20 p.m.

Mayor Atchison re-adjourned the regular session at 8:46 p.m.

ROLL CALL

PRESENT: Lenn Reid (2); Sonya Brown (3); Marcola Lawler (4); Jeanette Spicer (5); Shane Williamson (6) and Mayor Atchison.

All members were present.

X. CONSENT CALENDAR (VV) Items on the Consent Calendar are voted on as one unit)

A. Approval Regular Session Minutes, January 22, 2019
B. Approval Special Session Minutes, January 24, 2019

Williamson moved, Lawler supported, CARRIED, to Approve the Consent Calendar as presented. (6-0, vv)

XI. ITEMS FOR INDIVIDUAL DISCUSSION

A. Request Approval of Candidate to Fill Precinct 1 Council Seat

Comments were received from Council Members Williamson, Lawler and Reid.

Williamson moved, Lawler supported, CARRIED, to Approve Vicky Clark to Fill Precinct 1 Council Seat. (4-2, rcv) (Williamson and Mayor Atchison dissenting).

B. Request Approval for Pay for Interim/Acting City Manager

Comments were received from Council Members Spicer and Brown; Mayor Atchison; City Attorney Harkness and Acting City Manager/Finance Director Mead.

Brown moved, Reid supported, CARRIED, to Approve $100.00 per weekday for Acting City Manager and $200.00 per weekday for Interim City Manager per Resolution # 2014-09. (6-0, rcv)

Council Member Brown amended her motion to Approve $100.00 per weekday for Acting City Manager retroactive to January 23, 2019.

Brown moved, Reid supported, CARRIED, to Approve $100.00 per weekday for Acting City Manager retroactive to January 23, 2019. (6-0, rcv).

C. Discussion-Mayor and Manager Weekly Meetings/Council Rules & Procedures

Council Member Lawler stated she had attended some of the City Manager/Mayor meetings. She noted some of the Council Rules of Procedures such as Rule 1 (F); Rule 2 (3); Rule 2 (c).

Mayor Atchison stated there is a history of how the weekly meetings were added to the Council Rules.

Council Member Lawler called Point of Order

Council Member Brown called Point of Order

She stated there seems to be some micro-managing of the City Manager and decisions that have been made without Council approval that she felt should have involved the entire Council. She was concerned with items on the January 9, 2019 weekly meeting agenda.

Council Member Brown called Point of Order

Mayor Atchison went through each of the agenda items on the 1-9-2019 Mayor/Manager meetings and gave a brief description. He stated several of the agenda items pertained to the City Manager contract which the entire Council had previously approved and he was looking for adherence to items included in the contract.

Council Member Reid stated she had made several attempts to meet with the City Manager and was unable to do so.

Council Member Lawler called Point of Order

Council Member Brown called Point of Order

Additional comments were received from Council Members Spicer and Williamson and Attorney Harkness.

D. Discussion Community Engagement Reports by Mayor

Mayor Atchison supplied the Council with a written community engagement report listed below and stated he was willing to give a more detailed report if that is what the Council would like to see:

2 Jan 19 - Wednesday: Economic Development Corporation (EDC) Project Briefing

2 Jan 19 – Wednesday: Albion E.L.T. Club monthly meeting

3 Jan 19 - Thursday: Albion Rotary Club

4 Jan 19 - Friday: Precinct 1 constituents discussion:

8 Jan 19 - Tuesday: **Albion Homer Substance Abuse Prevention Coalition** (AHSAPC) Steering Committee:

9 Jan 19 - Wednesday: **Albion Homer Advisory Education Leadership Council,** Executive Board formation meeting

9 Jan 19 - Wednesday: Homestead Bank: Financial 101 for entrepreneurs

11 Jan 19 - Friday: Precinct 2 constituents discussion

14 Jan 19 - Monday: Marshall Middle School Youth Program: Marijuana Use Prevention

15 Jan 19 - Tuesday: French Sister City Committee

16 Jan 19 – Wednesday: Revitalize LLC – Downtown Development discussion

16 Jan 19 - Wednesday: Precinct 3 constituents discussion: Topics included:

16 Jan 2019 - Wednesday: MML Elected officials Training

17 Jan 19 - Thursday: EDC Project Strategy

17 Jan 19 - Thursday: Albion District Library Board mtg

18 Jan 19 – Friday: Albion “Eggs – N – Issues”

18 Jan 19 – Friday: Community Garden fund raiser Chili Cookoff @ St James Church

19 Jan 19 – Saturday: Downtown business discussion – Kidder Music

21 Jan 19 – Monday: MLK Dinner Opportunity High School

22 Jan 19- Tuesday: City Council Meeting

23 Jan 19 – Project Rising Tides Steering Committee

24 Jan 19 – Community Leadership Council

24 Jan 19 – EDC – MEDC Project Brief

24 Jan 19 – Harrington Elementary School presentation of MLK Essay Awards

24 Jan 19 - EDC Strategic Planning Session

25 Jan 19 - Precinct 2 Constituents Discussion

25 Jan 19 – Oaklawn Medical Clinic Tour

Comments were received from Council Member Lawler.

E. Request Approval Resolution # 2019-01, A Resolution Supporting the "National Liberty Memorial" in Washington D.C.

Comments were received from Council Member Brown

Brown moved, Reid supported, CARRIED, to Approve Resolution # 2019-01, A Resolution Supporting the "National Liberty Memorial" in Washington D.C. as presented. (6-0, vv)

F. Request Approval Appointments to Boards & Commissions

- Nidia Wolf, DDA, Reappointment, Term to Expire 12-31-2022
- Dixie Grant, Reappointment, Albion District Library, Term to Expire 12-31-2022

Comments were received from Council Members Brown, Williamson, Lawler and Spicer and Mayor Atchison.

Council Williamson called Point of Order-Discussion should be directed to the Mayor.

Council Member Williamson Called the Question

Reid moved, Williamson supported, **FAILED**, to Approve Nidia Wolf, DDA, Reappointment, Term to Expire 12-31-2022 as presented. (3-3, rcv) (Spicer, Brown & Lawler dissenting).

Reid moved, Williamson supported, CARRIED, to Approve Dixie Grant, Reappointment, Albion District Library, Term to Expire 12-31-2022 as presented. (4-2, rcv) (Brown and Spicer dissenting).

G. Discussion of City Fee Schedule Increases from 2018 to 2019

Council Member Reid expressed concern with the 2019 increase in fees for Parks & Recreation, specifically the fee for pavilion rental. She feels this will prevent residents from renting the pavilion and is concerned that the increased fees will go to the general fund and can be used for anything. She would like the fees to go back to the $55.00 until improvements can be made to the park that will justify the increases.

Acting City Manager/Finance Director Mead stated there were no systematic calculations done for the fee increases. He stated the fees had not been raised in a number of years. He also made one clarification that the fees for the park rental do get applied to the Parks Fund which is a part of the general fund.

Additional comments were received from Council Member Spicer.

H. Discussion of City Grant Writer

Council Member Reid stated there is money available through grants and feels the City made not be obtaining money that is available due to the lack of a grant writer for the City.

Acting City Manager/Finance Director Mead stated a grant writer position was not included in the 2019 budget, however some grants do allow funding for administrative costs.

Additional comments were received from Council Members Brown, Spicer and Williamson and Mayor Atchison.

I. Discussion of City Clean Up: Outside Work (limbs & trees) & City-Wide Dates

Council Member Reid asked is the City-wide clean-up date could be moved up from mid-July.

Additional comments were received from Mayor Atchison

J. Request Approval 2nd Reading & Adoption of Ordinance # 2019-02, An Ordinance to Prohibit Marihuana Establishments and Create Article VI of Chapter 22 of the Albion Code of Ordinances

Comments were received from Council Member Brown and Mayor Atchison.

Williamson moved, Reid supported, CARRIED, to Approve 2nd Reading & Adoption of Ordinance # 2019-02, An Ordinance to Prohibit Marihuana Establishments and Create Article VI of Chapter 22 of the Albion Code of Ordinances as presented. (6-0, rcv)

*** Council Member Lawler cited Privilege and left at 9:10 p.m.*

K. Discussion/Distribution/Delivery of Council Meeting Agenda Packets

Council Member Reid asked that the Council packets be delivered on Thursday prior to the Council meeting.

Mayor Atchison stated delivery of the Council packets is addressed in Council Rules.

Additional comments were received from Clerk Domingo and Acting City Manager/Finance Director Mead.

L. Discussion Community Engagement Reports by Council Members

Mayor Atchison stated he will be providing the Council with written community engagement reports and encourages Council Members to do the same to share how they are engaging with their constituents.

M. Request Approval to Calhoun County for $7,000 for the Albion Recycling Center

Comments were received from Acting City Manager/Finance Director Mead.

Williamson moved, Reid supported, to Approve Payment to Calhoun County for $7,000 for the Albion Recycling Center.

City Attorney Harkness stated it was unnecessary for the Council to approve an item that has been specifically budgeted and approved through the budget process.

Council Member Williamson withdrew his motion.

Mayor Atchison stated if an item has been included in the budget, it does not need Council approval but to have a copy of the invoice in the packet as information only.

N. Request Approval to Wells Equipment for $5,473.58 for Repair of International Truck

Comments were received from Acting City Manager/Finance Director Mead

Williamson moved, Reid supported, CARRIED, to Approve Payment to Wells Equipment for $5, 473.58 for the Albion Recycling Center as presented. (5-0, rcv).

O. Discussion for Contracting with Independent Firm for Assistance with Audit Preparation

Acting City Manager/Finance Director Mead stated the Finance Department is behind for the last few months due to a number of reasons. Now filling in for the City Manager role, there may be a need for some assistance to help prepare for the audit. The cost will not affect the budget as funds are budgeted for professional services. If an independent firm is needed, it will be in the form of a contract that will come to Council for approval.

XII. FUTURE AGENDA ITEMS

City Attorney Harkness asked for the following 2 items:

- Resolution to re-visit the Recreational Marihuana Facilities
- Closed Session to bring Precinct Council Member Clark up to date

Council Member Brown asked for the following:

- Discussion/Approval to designate a City Council Member as a liaison to the Albion Housing Commission
- Re-Schedule training with Attorney Smith

Mayor Atchison asked for the following items:

- Discussion-Albion's Economic Development Corporation update
- Discussion-Chamber of Commerce update
- Discussion-Harrington Elementary School update
- Discussion-Council Sub-Committees
- Discussion/Approval Rollback of Park Pavilion Rental Fees
- City wide clean up dates

Council Member Williamson asked for an update on the zoning re-write

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

Comments were received from Christine Thomas, 903 N. Superior St; Wanda Kemp, 703 Valhalla Dr; O'Neal Warnsley, 1213 Second St; Phillip Matel, 101 N. Superior St; Alicia Spence, 1513 Cooper; Al Smith, 1209 Adams St; Gary Tompkins, Calhoun County Commissioner and Garrett Brown, 1016 S. Superior St.

XIV. CITY MANAGER REPORT

A written report was supplied to the Council from Acting City Manager/Finance Director Mead.

XV. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Mayor Atchison

XVI. EXCUSE ABSENT COUNCIL MEMBER (S)

Council Member Lawler cited Privilege and left at 9:10 p.m. All other members were present.

XVII. ROLL CALL

PRESENT: Lenn Reid (2), Sonya Brown (3), Jeanette Spicer (5), Shane Williamson (6) and Mayor Atchison.

ABSENT: Council Member Lawler cited Privilege and left at 9:10 p.m.

XVIII. ADJOURNMENT

Brown moved, Reid supported, CARRIED, to adjourn the regular session. (5-0, vv)

Mayor Atchison adjourned the Regular Session at 9:55 p.m.

_____ _____

Date

Jill Domingo
City Clerk

Resolution #2019-02

A RESOLUTION FOR REVIEW OF FACILITIES AUTHORIZED BY THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT

Findings and Purpose: As the City Council is aware, the council has recently elected to opt out of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) as the Michigan Department of Licensing and Regulatory Affairs (LARA) has not yet developed emergency rules for the operation of those facilities. Council has indicated its desire to revisit the possible licensing of these facilities following the state's adoption of its administrative rules. As such, this resolution provides a directive for the same.

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

RESOLVED, that the Albion City Council shall revisit the issue of whether or not to authorize establishments permitted under the MRTMA to operate within the City of Albion within sixty (60) days of the Michigan Department of Licensing Affairs adoption of its emergency rules for facilities authorized by the MRTMA.

Date: February 19, 2019

Ayes: _____

Nays: _____

Absent:_____

I certify that this resolution was adopted by the City Council of the City of Albion on February 19, 2019.

_____
Jill Domingo
City Clerk

Resolution #2019-04

A RESOLUTION TO APPROVE CONTRACT #19-5026 WITH MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND AUTHORIZE THE MAYOR AND CLERK TO SIGN THE CONTRACT FOR THE CITY OF ALBION

Purpose and Finding: The Michigan Department of Transportation (MDOT) has prepared and proffered MDOT contract #19-5026 which provides for MDOT to perform construction improvements for E. North St. in the City of Albion. The proffered contract is in good form and is acceptable to the City of Albion. The Mayor and Clerk should sign all contracts of this nature pursuant to the Albion City Charter, Section 15.1(b).

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

RESOLVED, that the terms of the MDOT contract #19-5026 are acceptable to the City of Albion and the Mayor and Clerk are directed to sign the contract on behalf of the City.

Date: February 19, 2019

Ayes: _____

Nays: _____

Absent:_____

I certify that this resolution was adopted by the City Council of the City of Albion at a regular council meeting on February 19, 2019.

_____
Jill Domingo
City of Albion Clerk

STP

DA

Control Section	STUL 13000
Job Number	204636CON
Project	1900(266)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	19-5026

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ALBION, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Albion, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 16, 2019, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt resurfacing work along North Street from North. Eaton Street easterly to Burr Oak Street; including pavement removal, machine grading, aggregate base, concrete sidewalk ramp upgrade, driveway approach, restoration, pavement marking, and permanent signing work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Watermain construction work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $375,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The

REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF ALBION

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

REVIEWED
By Larry Doyle at 1:24 pm, 1/23/19

January 16, 2019

EXHIBIT I

CONTROL SECTION	STUL 13000
JOB NUMBER	204636CON
PROJECT	1900(266)

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$886,800	$90,200	$977,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$886,800	$90,200	$977,000
Less Federal Funds*	$375,000	$ -0-	$375,000
BALANCE (REQUESTING PARTY'S SHARE)	$511,800	$90,200	$602,000

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

   The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

   The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

   If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

   In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

   Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, 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.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

<u>Revised June 2011</u>

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)

A. **Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

> **The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).**

B. **Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

> **The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**

Resolution #2019-05

TO SET COMPENSATION FOR ACTING CITY MANAGER

Purpose and Finding: As the council is aware, a previous city council determined in Resolution 2014-09 that Thomas Mead, Finance Director, shall be the Acting City Manager in the event the City Manager is absent from the City. Additionally, the council is required to set the Acting City Manager's Compensation in the event that his service exceeds five days. The council and Acting Manger are in agreement that the previously set compensation of $100.00 per day of service is appropriate. This compensation shall continue until the City Manager returns, an Interim City Manager is appointment, or other action is taken by council.

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

RESOLVED, that Thomas Mead, Finance Director, shall be compensated for his service as Acting City Manager at the rate of $100.00 per day of service. This compensation shall be retroactive to January 23, 2019 and shall continue until the City Manager returns, an Interim City Manager is appointment, or other action is taken by council.

Date: February 19, 2019

Ayes: _____

Nays: _____

Absent:_____

I certify that this resolution was adopted by the City Council of the City of Albion at a regular council meeting on February 19, 2019.

_____
Jill Domingo
City of Albion Clerk

Resolution #2019-06

RESOLUTION TO APPROVE CONTRACT WITH MANER COSTERISAN FOR FISCAL YEAR 2018 AUDITING SERVICES

WHEREAS, the Albion City Council has for the last several years opted to extend its contract for auditing services with Abraham & Gaffney, P.C.; and

WHEREAS, Abraham and Gaffney, P.C. has merged with Maner Costerisan and they are now the same entity; and

WHEREAS, the auditing contact services include conducting the financial audit for the year ending 2018, single audit, preparation of F-65 and Act 51, for a total not to exceed $30,000.00; and

WHEREAS, it is the recommendation of the Acting City Manager/Finance Director to enter into the contract for an auditing contract with Maner Costerisan for fiscal year 2018 auditing services;

NOW THEREFORE BE IT RESOLVED: The City of Albion finds it is in the best interests of its citizens and for fiscal continuity to approve the contract with Maner Costerisan for fiscal year 2018 auditing services.

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

Date: February 19, 2019

Ayes: _____

Nays: _____

Absent:_____

I certify that this resolution was adopted by the City Council of the City of Albion at a regular council meeting on February 19, 2019.

_____
Jill Domingo
City of Albion Clerk

Maner Costerisan
Certified Public Accountants
Business & Technology Advisors

Maner Costerisan PC
2425 E. Grand River Ave.
Suite 1
Lansing, MI 48912-3291
T: 517 323 7500
F: 517 323 6346
www.manercpa.com

January 18, 2018

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

We are pleased to confirm our understanding of the services we are to provide the City of Albion for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, the business type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Albion as of and for the year ended December 31, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Albion's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Albion's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary comparison schedules
3. Retirement system schedules
4. Other post-employment benefit system schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Albion's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining statements for non-major funds
2. Combining statements for fiduciary funds

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and will include tests of the accounting records of the City of Albion and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Albion's financial statements. Our report will be addressed to the City Council of the City of Albion. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unqualified (unmodified), we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Albion is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will provide certain non-audit services as listed in the attached addendum. You are responsible for making all management decisions and performing all management functions relating to these non-audit services and for accepting full responsibility for such decisions. You will be required to acknowledge in the representation letter that you have evaluated the adequacy of our non-audit services and have reviewed and approved the results of these services, and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information if reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestations engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We have advised you of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We have offered to perform, as a separate engagement, extended procedures specifically designed to detect fraud and you have declined to engage us to do so at this time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreement; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance of internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Albion's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Michigan Department of Treasury; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We will provide copies of our reports to the City of Albion, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Maner Costerisan and constitutes confidential information. However, pursuant to authority given to it by law or regulation, we may be requested to make certain audit documentation available to U.S. Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maner Costerisan personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

William I. Tucker IV, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We expect to begin our audit in late March and issue our reports no later than June 30th each year. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs such as report reproduction, word processing, postage, travel, copies, telephone, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The fees are detailed as follows:

Year Ending December 31,	Financial Audit	Preparation of F-65/Act 51	Total Not-to-Exceed
2018	$ 29,000	$ 1,000	$ 30,000

The terms of this engagement letter shall be subject to review by either party on an annual basis and will be subject to cancellation by either party with a 60 day advance notice. The cost schedule detailed above assumes that a Single Audit will not be required.

Our proposal is to provide the City with auditing services, rather than accounting services. The audit cost provided above assumes that extensive journal entries to adjust the accounting records (i.e., bookkeeping) will not be required as part of the audit process. If journal entries are required after we are provided with the initial trial balance at year end fieldwork that are necessary to be recorded in order for the financial statements to be fairly presented in accordance with generally accepted principles accounting principles, we propose a per entry fee of $100. This fee will not be billed if there are less than five (5) entries in a given year.

Because we are extremely interested in serving the City and the fact that our audit team members have a great deal of experience working with governmental entities, we are proposing a discount to our audit cost estimate. The price schedule detailed above is a firm price assuming the City records are in reasonable condition and that we are provided reasonable City staff assistance. If our team members spend more hours than the projected hours detailed above that are not due to certain circumstances (i.e., unrecorded or improperly recorded journal entries or activities, unbalanced records, inadequate staff assistance, circumstances different than what was communicated to us during the bid process, etc.) then we will not bill for any amounts over the audit cost estimate. During each year of the audit, we will evaluate the preparedness of the City for the audit and if there appears to be significant audit areas that are not ready for audit procedures we will discuss this situation well in advance with the City to determine an appropriate corrective action plan.

The fees quoted above are based on anticipated levels of client assistance and expertise. Should any of these levels of assistance or expertise change during the period of our engagement, we may need to arrive at a new fee arrangement for the remainder of the agreement.

If certain circumstances are encountered, such as significant areas not being ready for audit that delay or disrupt fieldwork or those issues listed above we will discuss them with you and negotiate additional billings. While we do not expect that there will be additional billings in any audit year, because of the discounted fee that is being proposed it is important that the City adhere to the agreed-upon audit schedule - allowing us to conduct the audit as efficiently as possible.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

During the term of this agreement and for a period of one (1) year thereafter, neither party shall directly or indirectly, solicit for employment or for engagement as an independent contractor, or encourage leaving their employment or engagement, any employee or independent contractor of the other party. For the avoidance of doubt, general advertisements for employment and responses thereto, shall not be deemed a violation of the paragraph. The parties agree that any breach of this paragraph would damage the other party in an amount difficult to ascertain with certainty, and that in the event that either party breaches this provision resulting in the other party losing the services of an employee or independent contractor for any period of time, the breaching party shall pay to the other party an amount equal to the annual rate of compensation (paid by the non-breaching party for the immediate prior calendar year) of the applicable employee or independent contractor.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

If reproduction or publication of financial statements audited by us, or any portion thereof, is intended, it is our policy that any master of printer's proofs be submitted to us for review prior to publication.

We will continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary. However, the performance of each audit is a separate and severable engagement. Each separate engagement shall be deemed complete and Maner Costerisan will not have a continuing responsibility to perform additional services with respect to that completed engagement when we present to you the final audit report that relates to any given year.

Our audit report on the financial statements to be issued pursuant to this engagement is for your use. If it is your primary intent that our report will benefit or influence a third party user we must be informed prior to the beginning of the annual audit engagement.

Considering our current relationship as an independent member of the BDO Alliance USA, the firm may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within twelve (12) months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

The City of Albion and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client or any other disputes will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the arbitrator pursuant to this agreement may be filed and entered and shall be enforceable in the appropriate court of the county in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to the City of Albion and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Maner Costerisan PC

RESPONSE:

This letter correctly sets forth the understanding of the City of Albion.

By:_____

Title:_____

Date: _____

To: Maner Costerisan

After considering the qualifications of the accounting personnel of the City of Albion we believe they have the qualifications and abilities to generate financial statements, including the required footnotes, in accordance with U.S. generally accepted accounting principles. However, for convenience and other issues, we may contract with you to prepare our financial statements.

Signature: _____

Title: _____

Date: _____

ADDENDUM TO ENGAGEMENT LETTER

As part of the audit engagement, you have requested our assistance with the following services. *Government Auditing Standards* considers these services as "non-attest" or "non-audit" services. Management is required to review, approve and accept responsibility for any non-audit services we may perform.

- Preparation of the financial statements, including the related notes, required and additional supplementary information.
- Calculation of the provision for depreciation.
- Assistance with the preparation and submission of audit financial information required by law or regulations.
- Assistance with, or the preparation of, year-end adjusting journal entries and work papers.

Thomas G. Wieland
David A. Grotkin
Joel A. Joyce
Brian J. Mechenich

RPB CPAs
A century of new ideas

Carrie A. Gindt
Patrick G. Hoffert
Jason J. Wrasse
Joshua T. Bierbach

Report on the Firm's System of Quality Control

July 27, 2017

To the Partners of Maner Costerisan PC and
the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Maner Costerisan PC (the firm) in effect for the year ended March 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, and audits of carrying broker-dealers.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maner Costerisan PC in effect for the year ended March 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Maner Costerisan PC has received a peer review rating of pass.

Reilly, Penner & Benton LLP

Reilly, Penner & Benton LLP

Maner Costerisan
Certified Public Accountants
Business & Technology Advisors

Maner Costerisan PC
2425 E. Grand River Ave.
Suite 1
Lansing, MI 48912-3291
T: 517 323 7500
F: 517 323 6346
www.manercpa.com

To the Honorable Mayor and
Members of the City Council
City of Albion, Michigan

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Albion for the year ended December 31, 2018. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated January 18, 2019, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we will consider the internal control of the City of Albion. Such considerations will be solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the management's discussion and analysis and budgetary comparison information, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on other supplementary information, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our year-end audit procedures in March 2019 and issue our report in a reasonable time after completion, barring any unforeseen circumstances.

This information is intended solely for the use of the City Council and management of the City of Albion and is not intended to be, and should not be, used by anyone other than these specified parties.

Maner Costerisan PC

January 21, 2019

City of Albion
Audit Charges
Last 9 Years Plus Current Proposed

Year Paid	Year of Audit	Amount	
2019	2018 Proposed	$30,000	
2018	2017	$29,500	
2017	2016	$29,000	
2016	2015	$28,250	
2015	2014	$30,250	
2014	2013	$30,250	*
2013	2012	$27,300	
2012	2011	$26,900	
2011	2010	$26,500	
2010	2009	$27,900	

The annual audit performed for the City of Albion not only includes the standard financial audit required by the State of Michigan, but also the Act 51 report and the F-65 Report which are filed with the State. In addition, when necessary (when Federal Grant revenues exceed an established threshold), a "Single Audit" is also performed and filed with the Federal Government. Generally, this is what drives the higher charges - for years when a Single Audit is required, we are charged more. The final cost is driven by the audit requirements in place at the time of the audit. These can change frequently due to on-going legislative and GASB changes.

Hi John,

Good afternoon again and thank you for sending the 2018 amendments! I have recorded them, reviewed and included a revised cost estimate below for Supplement No. 9 to the Albion, MI Code of Ordinances. Per the City's account set up, we will continue to hold the supplement until we receive authorization from you to commence with its publication. Please note that we are conservative with estimates; upon completion of the supplement, we will only invoice for the actual charges associated with inclusion of the amendments and services provided. I estimate the following:

380 pages at $19.78 per page = $7,516.40
2 graphics/images/tables at $10.00 each = $20.00
Updated Folio (via download to Mr. Cullen Harkness) = $75.00
Updated HTML (via download to Mr. Tom Mead) = $75.00
Shipping 30 copies = $50.00
Total Estimate = $7,736.40 (averages to $967.05 per year for legislation adopted between 2011 and 2018)

The following ordinances have been recorded to this supplement: 2011-07; 2011-08; 2011-09; 2012-1; 2012-2; 2012-03; 2012-04; 2012-5; 2012-06; 2012-07; 2012-08; 2012-09; 2012-10; 2012-11; 2012-12; 2012-13; 2013-01; 2013-02; 2013-04; 2013-05; 2013-06; 2013-07; 2013-08; 2013-09; 2013-10; 2013-11; 2013-12; 2013-13; 2014-1; 2014-2; 2014-04; 2015-02; 2015-03; 2015-04; 2015-05; 2015-06; 2015-07; 2015-08; 2016-01; 2016-02; 2016-03; 2017-01; 2017-02; 2017-03; 2017-04; 2017-05; 2017-06; 2017-07; 2017-08; 2018-1; 2018-02; 2018-03; 2018-05; 2018-06; 2018-07 & 2018-08.

After further review of the City's material, please confirm if Ordinance No. 2013-10 was adopted on June 17, 2012 (effective 7/7/2012), or if this ordinance was actually adopted in 2013? If it was adopted in 2013, please confirm the adoption and effective dates, so we can make sure our records are correct.

Also, as outlined in the estimate above, we provide an electronic version of the Code integrated with Folio BoundVIEWS to the City Attorney, Cullen Harkness, and we also provide the Code in HTML to Mr. Tom Mead. If these products are not being used, the City can deactivate them at any time and save $150 per supplement. Neither of these products are associated with the online version of the City's Code as posted at www.municode.com.

Additionally, the City's Zoning Ordinance is not part of the current Code that was recodified and published in 1997. Would the City like to receive options for publication of the Zoning Ordinance as part of the Code? If so, please provide WORD files to us for review.

We appreciate every opportunity to be of service to the City and I look forward to hearing from you in regards to the above. If you have any questions, please let us know.

Thanks again and have a wonderful afternoon!

Alicia

_____

Alicia M. Bywaters
Client Services & Inside Sales Account Manager

Phone 800.262.2633 x 1254
Email amb@municode.com

RESIDENTIAL REFUSE COLLECTION

Contractor will collect properly prepared and placed refuse, once each week, from each occupied residential dwelling within the City. The Contractor shall not be required to collect bulk items, Christmas trees, trash exceeding the limits outlined herein, or refuse that does not meet Contractor's waste acceptance guidelines.

RESIDENTIAL YARD WASTE COLLECTION

Contractor will collect properly prepared and placed yard waste, once each week, from each occupied residential dwelling within the City during the period of April 1 to November 30 each year. The Contractor shall not be required to collect materials that do not conform to Contractor's yard waste guidelines.

CLEAN UP REFUSE COLLECTION

Contractor will provide rear-end load equipment, roll off containers (maximum size of 30 yards; additional sizes available at additional cost) collection, hauling, and disposal for one (1) clean-up event annually. The date of the clean-up will be determined by mutual agreement each year. The clean-up event will be held at two locations, Ketchum Field and Harris Field, from 8:00 A.M. until 4:30 P.M. Contractor's drivers will be available to run equipment and assess waste acceptance, however, they will not unload materials from vehicles or load material into equipment or vehicles. Contractor shall not allow material that does not meet Contractor's waste acceptance guidelines to be collected.

FESTIVAL/EVENT REFUSE COLLECTION

Contractor will provide equipment, hauling, and disposal for annual festival and similar events. The date(s) and location(s) of the event(s) will be determined by mutual agreement of City and Contractor. Contractor shall provide roll off-type containers (maximum size of 20 yards; additional sizes available at additional cost). Delivery and removal of roll off container shall be on a weekday during normal operating hours. Contractor shall not accept material that does not meet Contractor's waste acceptance guidelines.

COLLECTION SCHEDULE

Contractor will complete all collections for residential services once per week, between the hours of 7:00 A.M. and 7:00 P.M. within the City, except for the interruptions due to holidays or acts of God (weather, *etc.*). All refuse must be properly placed at the street-side for collection no later than 7:00 A.M. on the scheduled day of collection. Contractor reserves the right to collect trash as early as 6:30 A.M. due to circumstances such as, but not limited to, road construction, weather, resolution of service issues, *etc.*

COLLECTION ROUTES AND SERVICE DAYS

Contractor intends to use best efforts to maintain refuse and yard waste collection on the same service day. However, Contractor reserves the right to alter routes to best fit its operations and modify service days. Contractor reserves the right to divide the city into sections and provide for collections on multiple days during the week. Specifically, collection for each service types (*i.e.*, trash and yard waste) may be provided on separate days for residents (*i.e.*, may not be provided on a single day.)

INTERRUPTED COLLECTION SCHEDULE

No collections of refuse will be made on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Where the holiday falls on or before the regular collection day, refuse and yard waste will be collected one day later. If the holiday falls on a Saturday or Sunday, collection schedule will not change. Contractor will maintain a diligent communication plan with residents to communicate and remind of changes in schedules due to holidays, weather, *etc.* Service may also be interrupted/delayed due to acts of God, (storms, lightning, wind, snow, ice, *etc.*). The City will be notified of any service delays/interruptions caused by acts of God.

SOLID WASTE DISPOSAL

All solid waste collected for disposal by Contractor will be hauled to its licensed disposal site located within Clinton or Ingham County, Michigan for final disposal. Contractor reserves right to dispose of solid waste at alternate licensed disposal sites and to use transfer stations for intermediate handling of materials.

City of Albion Park Fee

Fiscal Year	# Park Rentals	Resident Old Rate - $55	Resident New Rate - $100
2016	35	$1925	$3,500
2017	43	$2,365	$4,300
2018	40	$2,200	$4,000

COUNCIL SUB-COMMITTEES

RENTAL CERTIFICATION:

- COUNCIL MEMBER REID
- COUNCIL MEMBER SPICER
- COUNCIL MEMBER LAWLER

CORRIDOR IMPROVEMENT AUTHORITY

The Corridor Improvement Authority (CIA), Public Act 57 of 2018, is designed to assist communities with funding improvements in commercial corridors outside of their main commercial or downtown areas.

Note: This document is offered as a general guide only and the legislation should be reviewed by local officials.

WHO IS ELIGIBLE?

Any city, village or township may establish an authority.

HOW DOES IT WORK?

The authority would be created and operated in a similar manner to a Downtown Development Authority (DDA). Once created, a Corridor Improvement Authority may hire a director, establish a tax increment financing plan, levy special assessments and issue revenue bonds and notes. A corridor, as defined as a development area, must comply with the following criteria:

1. The corridor must have at least 51 percent of existing first floor space classified as commercial.
2. The corridor must have been in existence for the past 30 years.
3. The corridor must be adjacent or is within 500 feet of a road classified as an arterial or collector according to the Federal Highway Administration.
4. The corridor must contain at least 10 contiguous parcels or at least five contiguous acres.
5. The corridor must be zoned to allow for mixed-use and high density residential.
6. The corridor must presently be served by municipal water or sewer.
7. The municipality must also agree to expedite the local permitting and inspection process in the development area and to modify its master plan to provide for walkable nonmotorized connections, including sidewalks and streetscapes throughout the area.

WHAT IS THE PROCESS?

1. Municipalities may have multiple authorities and an authority may contain multiple municipalities.
2. The governing body determines that it is necessary in the best interests of the public to redevelop its commercial corridors and to promote economic growth.
3. The governing body sets a public hearing, based upon its resolution of intent, to create a CIA.
4. Notice must be given of a public hearing by public posting, publication and mail to taxpayers within a proposed district and to the governing body of each taxing jurisdiction levying taxes that would be subject to capture of tax increment revenues.
5. Public hearing is held.
6. Not less than 60 days following the public hearing, the governing body may adopt by resolution the creation of the CIA and designate the boundaries of the development area.
7. The resolution must be published at least once in the local newspaper and filed with the Secretary of State.
8. The governing body of the municipality that has created an authority may enter into an agreement with an adjoining municipality that also has created an authority to jointly operate and administer those authorities under an interlocal agreement.

OTHER IMPORTANT NOTES

While this program is similar in nature to a Downtown Development Authority, differences between a DDA and Corridor Improvement Authority include:

- More than one authority is permitted within a municipality.
- A Corridor Improvement Authority cannot levy an ad valorem tax.

SUPPORTING STATUTE

Public Act 57 of 2018: Recodified Tax Increment Financing Act

CONTACT INFORMATION

For more information on Corridor Improvement Authorities, contact the Community Assistance Team (CAT) specialist assigned to your territory or visit www.miplace.org.

©2018 Michigan Economic Development Corporation℠

City of Albion

William L. Rieger Municipal Building
112 West Cass Street • Albion, Michigan 49224
(517) 629-5535 • Fax (517) 629-4168

14 February 2019

Title:: Corridor Improvement Authority (CIA) Sub-Committee Charter

Reference: Michigan Public Act 57 of 2018

Purpose: The CIA Sub-Committee is responsible for developing a data-based recommendation for the Albion City Council to consider establishing a local tax increment financing authority (TIFA) to correct and prevent deterioration in residential, commercial, and industrial areas, to promote economic development and funding infrastructure improvements in the Austin Avenue - Eaton Avenue commercial areas.

Objectives: This sub-committee is established to provide a detailed review and analysis of the various complex issues associated with establishing a local tax increment financing authority for a designated corridor area.

1. Determine whether a CIA would be an effective tool to correct and prevent deterioration in residential, commercial, and industrial areas along Eaton and Austin Avenues.

2. Determine whether a CIA would effectively promote economic growth and commercial revitalization of Albion's gateway corridors along Eaton and Austin Avenues.

3. Determine if implementing tax increment financing in the Eaton - Austin Avenue commercial corridor will result in overall net economic growth and revitalization for the city of Albion.

4. Define a recommended commercial corridor area which meets the requirements outlined in Michigan Public Act 57 of 2018 to be designated a development area.

5. Identify current and future barriers to economic growth in the defined corridor area.

6. Identify specific existing structures where renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction may be necessary or appropriate to the execution of a plan which aids in the economic growth of the commercial corridor.

7. Identify potential projects for construction/transformation of structures as public facilities or multiple-family dwelling units which may be necessary or appropriate to the execution of a plan which aids in the economic growth of the commercial corridor.

8. Outline long-range goals and planning objectives designed to halt the deterioration of property values and to promote the economic growth in the designated commercial corridor area.

9. Identify barriers which prevent or dissuade property owners from supporting development plans in the designated commercial corridor area.

Deliverables:

1. A written description and graphic map of the recommended commercial corridor area which meets the requirements outlined in Michigan Public Act 57 of 2018 to be designated a development area.
    a. Calculate whether the corridor has at least 51 percent of existing first floor space classified as commercial.
    b. Verify corridor has been in existence for the past 30 years.
    c. Identify which roads are classified as an arterial or collector according to the Federal Highway Administration that are within 500 feet of the designated area.
    d. Validate the corridor contains at least 10 contiguous parcels or at least five contiguous acres.
    e. Determine whether the corridor is zoned to allow for mixed-use and high density residential.
    f. Verify the corridor is currently served by municipal water or sewer.

2. Prepare a written analysis of current and future barriers to economic growth in the defined corridor area.

3. List specific existing structures where renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction is appropriate to aids in the economic growth of the commercial corridor.

4. List specific city-owned properties which are suitable for construction/transformation to aid in the economic growth of the commercial corridor.

5. List specific properties owned by the Calhoun County Landbank which are suitable for construction/transformation to aid in the economic growth of the commercial corridor.

6. Define long-range measurable goals and specific enabling objectives which will halt the deterioration of property values and produce economic growth in the designated commercial corridor area.

7. Identify potential incentives and necessary measures to persuade property owners to support and implement development plans to the fullest extent possible.

8. Calculate the current (baseline) property tax value of the defined corridor area.

9. Prepare potential tax increment financing plan(s).

Membership: The CIA Sub-committee membership shall comprise less than a quorum of the Council and shall consist of the mayor, Precinct 1 Councilmember, Precinct 2 Councilmember, City Manager and AmeriCorps Vista Volunteer.

Community Representation:

1. Precinct 1 residential community spokesperson residing in the designated commercial corridor area.
2. Precinct 1 large business owner in the designated commercial corridor area.
3. Precinct 1 small business owner in the designated commercial corridor area.
4. Precinct 2 residential community spokesperson residing in the designated commercial corridor area.
5. Precinct 2 large business owner in the designated commercial corridor area.
6. Precinct 2 small business owner in the designated commercial corridor area.

Supporting Resources:

1. Albion Community Foundation
2. A community bank or financial institution.
3. Greater Albion Area Chamber of Commerce
4. Albion's Economic Development Corporation (EDC)
5. Albion's City Attorney
6. Albion's Downtown Development Authority (DDA)
7. Albion's Planning Commission
8. Albion's Zoning Board of Appeals
9. Michigan Economic Development Corporation
10. Calhoun County Landbank
11. Project Rising Tide

Authority: Sub-committees make recommendations to the Council but cannot take formal action on behalf of the Council. This advisory committee is established for a period anticipated to be less than18-months. However, the sub-committee may be dissolved by the appointing authority if deemed appropriate.

Attachments: MEDC One Page Fact Sheet- Corridor Improvement Authority Sep 2018

Dave H. Atchison
Mayor City of Albion

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

CORRIDOR IMPROVEMENT AUTHORITY

The Corridor Improvement Authority (CIA), Public Act 57 of 2018, is designed to assist communities with funding improvements in commercial corridors outside of their main commercial or downtown areas.

Note: This document is offered as a general guide only and the legislation should be reviewed by local officials.

WHO IS ELIGIBLE?

Any city, village or township may establish an authority.

HOW DOES IT WORK?

The authority would be created and operated in a similar manner to a Downtown Development Authority (DDA). Once created, a Corridor Improvement Authority may hire a director, establish a tax increment financing plan, levy special assessments and issue revenue bonds and notes. A corridor, as defined as a development area, must comply with the following criteria:

1. The corridor must have at least 51 percent of existing first floor space classified as commercial.
2. The corridor must have been in existence for the past 30 years.
3. The corridor must be adjacent or is within 500 feet of a road classified as an arterial or collector according to the Federal Highway Administration.
4. The corridor must contain at least 10 contiguous parcels or at least five contiguous acres.
5. The corridor must be zoned to allow for mixed-use and high density residential.
6. The corridor must presently be served by municipal water or sewer.
7. The municipality must also agree to expedite the local permitting and inspection process in the development area and to modify its master plan to provide for walkable nonmotorized connections, including sidewalks and streetscapes throughout the area.

WHAT IS THE PROCESS?

1. Municipalities may have multiple authorities and an authority may contain multiple municipalities.
2. The governing body determines that it is necessary in the best interests of the public to redevelop its commercial corridors and to promote economic growth.
3. The governing body sets a public hearing, based upon its resolution of intent, to create a CIA.
4. Notice must be given of a public hearing by public posting, publication and mail to taxpayers within a proposed district and to the governing body of each taxing jurisdiction levying taxes that would be subject to capture of tax increment revenues.
5. Public hearing is held.
6. Not less than 60 days following the public hearing, the governing body may adopt by resolution the creation of the CIA and designate the boundaries of the development area.
7. The resolution must be published at least once in the local newspaper and filed with the Secretary of State.
8. The governing body of the municipality that has created an authority may enter into an agreement with an adjoining municipality that also has created an authority to jointly operate and administer those authorities under an interlocal agreement.

OTHER IMPORTANT NOTES

While this program is similar in nature to a Downtown Development Authority, differences between a DDA and Corridor Improvement Authority include:

- More than one authority is permitted within a municipality.
- A Corridor Improvement Authority cannot levy an ad valorem tax.

SUPPORTING STATUTE

Public Act 57 of 2018: Recodified Tax Increment Financing Act

CONTACT INFORMATION

For more information on Corridor Improvement Authorities, contact the Community Assistance Team (CAT) specialist assigned to your territory or visit www.miplace.org.

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Board of Review
(alternate)

Term to Expire
12-31-2019

City of Albion

William L. Rieger Municipal Building
112 West Cass Street • Albion, Michigan 49224
(517) 629-5535 • Fax (517) 629-4168

APPLICATION FOR MEMBERSHIP AND/OR REAPPOINTMENT ON CITY BOARDS OR COMMISSIONS

Mail or Deliver Completed Application to: City of Albion
Garrett Brown, Mayor
112 W. Cass Street
Albion, MI 49224

The information in this Application is requested to assist the Mayor and/or City Council in selecting individuals to serve on City Boards & Commissions. Completion of the Application and Consent and Certification is mandatory for consideration of appointment.

Thank you for your interest in serving on a City of Albion board or commission. The Albion City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City (appointee does not have unpaid water/sewer bills, property taxes, income taxes).
- For most Boards & Commissions, appointee should be a resident of the City.

Name: Betty (First) Carol (Middle) Branche (Last)

Home Address: 408 Washington St. Albion Telephone #: 517-629-9239

Place of Employment: Retired

Business Address: — Telephone #: —

E-Mail: bebi242@yahoo.com Fax: —

Title/Type of Work: —

Length of Residence in City: Own/Rent: US Citizen: Y Y N

Educational Background: KCC - ABA + Nazareth College - BSA

Community Activities: Board Member of Albion Gardens

List Board or Commission on which you are interested in serving (see attached descriptions):

1) Board of Review 2) _____

3) _____ 4) _____

Additional information on experience, qualifications, etc.:

8 years City Council - Albion
Board of Review & ZBA

Please comment briefly on why you wish to serve on a particular board or commission. Be specific as to your goals and ideas regarding how you wish to contribute to the work of the board or commission:

Albion need an alternate member on Board of Review

Relationship to City Officials/Department Heads: Are you, your spouse, or other close family members related to any City Officials or Department Heads? If yes, please explain: no

Business relationship: Do you, your spouse, or any close family member currently have a business relationship with the City of Albion? If yes, please explain: none

Convictions: Have you ever been convicted of any criminal violation? Have you ever been convicted of a felony while holding public office or public employment? If yes, please explain: None

REFERENCES:

Name: Leon Reed Relationship: _____

Telephone #: _____

Name: Andrew French Relationship: _____

Telephone #:_____

The following information and consent is necessary in order to conduct a proper review of your application for appointment. This information will be kept confidential.

****

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations to the City of Albion Office of the City Manager.

I hereby authorize the City of Albion to verify all the information I have provided on my application. I also agree to execute any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I release the City of Albion and agencies who have released information from all liability arising from information given or received.

I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge. I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from the eligible list or my immediate removal should such falsifications or misrepresentation be discovered after I am sworn in to any Board or Commission.

I, Betty C. Branche, *certify that the information provided*
(Please Print)

in this application is, to the best of my knowledge, true and accurate.

Date of Birth: 12-25-42

Signature: Betty C. Branche Date: 2-27-18

It is the policy of the City of Albion to exercise its police power in order to ensure public safety, public health, and a person's general welfare. It is the intent of the City of Albion that no individual be denied equal protection of the laws, nor shall an individual be denied the enjoyment of his or her civil rights or be discriminated against because of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation or weight.

City of Albion

William L. Rieger Municipal Building
112 West Cass Street • Albion, Michigan 49224
(517) 629-5535 • Fax (517) 629-4168

APPLICATION FOR MEMBERSHIP AND/OR REAPPOINTMENT ON CITY BOARDS OR COMMISSIONS

Mail or Deliver Completed Application to: City of Albion
Dave Atchison, Mayor
112 W. Cass Street
Albion, MI 49224

The information in this Application is requested to assist the Mayor and/or City Council in selecting individuals to serve on City Boards & Commissions. Completion of the Application and Consent and Certification is mandatory for consideration of appointment.

Thank you for your interest in serving on a City of Albion board or commission. The Albion City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City (appointee does not have unpaid water/sewer bills, property taxes, income taxes).
- For most Boards & Commissions, appointee should be a resident of the City.

Name: Barbara (First) Maye (Middle) McAllister (Last)

Home Address: 215 Booth Drive Telephone #: 269-275-4132

Place of Employment: Retired

Business Address: N/A Telephone #: N/A

E-Mail: barbara4mc@yahoo.com Fax: N/A

Title/Type of Work: Retired Cosmetologist, Factory worker-Inspector, CNA

Length of Residence in City: 68½ yrs Own/Rent: own US Citizen: Y X N

Educational Background: 12th Grade, Cosmetology School, CNA-Training

Community Activities: Formerly Served B.O.R. - Chaired Board 2015.

List Board or Commission on which you are interested in serving (see attached descriptions):

1) Board of Review 2) _____

3) _____ 4) _____

Additional information on experience, qualifications, etc.:

I have served as an alternate - and then 2 terms (4 yrs) on board.

Please comment briefly on why you wish to serve on a particular board or commission. Be specific as to your goals and ideas regarding how you wish to contribute to the work of the board or commission:

Being retired I have plenty of time to be able to help. I like being able to help people.

Relationship to City Officials/Department Heads: Are you, your spouse, or other close family members related to any City Officials or Department Heads? If yes, please explain:

No, I am not.

Business relationship: Do you, your spouse, or any close family member currently have a business relationship with the City of Albion? If yes, please explain:

No, I do not.

Convictions: Have you ever been convicted of any criminal violation? Have you ever been convicted of a felony while holding public office or public employment? If yes, please explain:

No, I have not.

REFERENCES:

Name: John Sims Relationship: Friend/personal lawyer

Telephone #: 1-269-789-9535

Name: Neil Hach Relationship: Friend/Accountant

Telephone #: 1-269-979-8377

The following information and consent is necessary in order to conduct a proper review of your application for appointment. This information will be kept confidential.

****

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations to the City of Albion Office of the City Manager.

I hereby authorize the City of Albion to verify all the information I have provided on my application. I also agree to execute any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I release the City of Albion and agencies who have released information from all liability arising from information given or received.

I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge. I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from the eligible list or my immediate removal should such falsifications or misrepresentation be discovered after I am sworn in to any Board or Commission.

I, Barbara M McAllister, *certify that the information provided*
(Please Print)

in this application is, to the best of my knowledge, true and accurate.

Date of Birth: 02-04-1950

Signature: Barbara M McAllister Date: 1-23-19

It is the policy of the City of Albion to exercise its police power in order to ensure public safety, public health, and a person's general welfare. It is the intent of the City of Albion that no individual be denied equal protection of the laws, nor shall an individual be denied the enjoyment of his or her civil rights or be discriminated against because of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation or weight.

City of Albion

William L. Rieger Municipal Building
112 West Cass Street • Albion, Michigan 49224
(517) 629-5535 • Fax (517) 629-4168

APPLICATION FOR MEMBERSHIP AND/OR REAPPOINTMENT ON CITY BOARDS OR COMMISSIONS

Mail or Deliver Completed Application to: City Clerk
City of Albion
112 W. Cass Street
Albion, MI 49224

The information in this Application is requested to assist the Mayor and/or City Council in selecting individuals to serve on City Boards & Commissions. Completion of the Application and Consent and Certification is mandatory for consideration of appointment.

Thank you for your interest in serving on a City of Albion board or commission. The Albion City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City (appointee does not have unpaid water/sewer bills, property taxes, income taxes).
- For most Boards & Commissions, appointee should be a resident of the City.

Name: Emily Marian Verbeke
(First) (Middle) (Last)

Home Address: 1217 E. Porter St. Albion MI 49224 Telephone #: 517-515-2124

Place of Employment: Caster Concepts, Inc. Pure Albion, The Office Albion, Brick Street Marketing, Foundry Bakehouse & Deli

Business Address: 16000 E. Michigan Ave. Albion MI 49224 (400, 410 and 408 S. Superior St) Telephone #: 517-629-8838

E-Mail: emverbeke@gmail.com Fax: _____

Title/Type of Work: Project Management, Overseeing New Projects, Manage Several Downtown Businesses

Length of Residence in City: 6 months Own/Rent: Own US Citizen: Y X N _____

Educational Background: I earned my Bachelors Degree in Psychology and Music Performance from Albion College and then went on to earn my Educational Specialist Degree (Ed.S) in Child, Family , and School Psychology from the University of Denver.

Community Activities: I currently organize and support the activities of several downtown for-profit and non-profit entities including Pure Albion, The Office Albion, Brick Street Marketing, Foundry Bakehouse & Deli, Swingin' at the Shell, Run Albion, and Albion Robotics. I've recently helped organize a group of business owners, executive directors and citizens focused on marketing downtown Albion. This volunteer group meets twice a month and coordinates efforts for downtown events as well as worked to develop a

website for downtown Albion. I've also volunteered my time and worked with groups of Albion College students working on projects benefiting downtown Albion.

List Board or Commission on which you are interested in serving (see detailed descriptions on the City of Albion website):

1) Downtown Development Authority (DDA) 2)_____

3)_____ 4)_____

Additional information on experience, qualifications, etc.:

I have experience developing marketing plans for brick and mortar businesses, which can experience different marketing challenges compared to businesses that primarily sell online. I've also grown up here in Albion and spent time in other cities to have knowledge and experiences from different municipalities in Michigan and outside of Michigan.

Please comment briefly on why you wish to serve on a particular board or commission. Be specific as to your goals and ideas regarding how you wish to contribute to the work of the board or commission:

In my work with the volunteer group focusing on marketing downtown Albion, I've realized that much of the work that the group is doing is work typically completed by a DDA. I want to help the DDA expand their work and to help the DDA and this volunteer group to maximize their potential. The website work the group has already started can be expanded and then be utilized to marketing Albion and all of its offerings. As a manager of a downtown business, I also want to work with the city and other business owners to executive activities that develop downtown Albion and that will positive impact the downtown businesses that I oversee.

Relationship to City Officials/Department Heads: Are you, your spouse, or other close family members related to any City Officials or Department Heads? If yes, please explain: None.

Business relationship: Do you, your spouse, or any close family member currently have a business relationship with the City of Albion? If yes, please explain: ACE Investment properties was the receipient of a historic preservation and restoration grant that was given to the City of Albion for the restoration of the Peabody Building. My parents own and operate ACE Investment properties and my husband is the property manager for ACE.

Convictions: Have you ever been convicted of any criminal violation? Have you ever been convicted of a felony while holding public office or public employment? If yes, please explain: No.

REFERENCES:

Name: Scott Evans Relationship: Colleague – work together on fundraising projects and other downtown development projects

Telephone #: 517-629-5588

Name: James Stuart Relationship: Colleague – work together on downtown Albion Projects.

Telephone #: 812-841-4604

The following information and consent is necessary in order to conduct a proper review of your application for appointment. This information will be kept confidential.

****

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations to the City of Albion Office of the City Manager.

I hereby authorize the City of Albion to verify all the information I have provided on my application. I also agree to execute any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I release the City of Albion and agencies who have released information from all liability arising from information given or received.

I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge. I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from the eligible list or my immediate removal should such falsifications or misrepresentation be discovered after I am sworn in to any Board or Commission.

I, Emily Verbeke *(Please Print)*, *certify that the information provided in this application is, to the best of my knowledge, true and accurate.*

Date of Birth: 5/4/1981

Signature: [signature] Date: 1/7/19

<u>Acting</u> City Manager Report

2/19/2019

- We are wrapping up the downtown Peabody project. We met with the project owner, MEDC and the grant administrator and went through the MEDC project wrap up checklist. To complete this, some action from Council will be required in the near future.
- The funding for the Irwin Street project is moving forward without complications. The project appears to be on track.
- We reached out to the engineering firm who performed the sewer system infrastructure study under the SAW grant and asked them to look into the sewer issues experienced by the residents located on the east end of Irwin Street.
- We are making preparations for the repair of one of the two main wells that supply the water to the water tower. We do not anticipate any significant disruptions to the City's water supply.
- We are dealing with some issues with AT&T phone service. For the City, it affects a few key alarm lines. For the residents, we are being told they could be a few city blocks without service for a few weeks.
- We hope to start seeing new street lights at various locations around the City within 30 to 45 days or so. The replacement project is moving forward.
- I'll wrap up with a quick update on the financials as they currently stand. To date, things are looking relatively positive.

Thank you for the opportunity to serve.

INFORMATION
ONLY

CASH SUMMARY BY ACCOUNT FOR CITY OF ALBION

FROM 12/01/2018 TO 12/31/2018

FUND: 101 202 203 208 226 250 265 275 277 450 452 590 591 661

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 12/01/2018	Total Debits	Total Credits	Ending Balance 12/31/2018
Fund 101 GENERAL FUND					
001.00	CASH	360,181.76	314,039.17	556,412.16	117,808.77
002.00	CASH - INCOME TAX ACCOUNT	642,571.27	69,902.34	11,207.92	701,265.69
003.00	CERTIFICATES OF DEPOSIT	99,759.00	99.00	0.00	99,858.00
004.00	PETTY CASH	100.00	0.00	0.00	100.00
004.02	PETTY CASH - CHANGE DRAWER	400.00	0.00	0.00	400.00
005.00	HRA ACCOUNT FOR EMPLOYEES	429.22	0.00	0.00	429.22
007.00	CASH PARK FENCE	17,566.18	5.97	0.00	17,572.15
017.00	INVESTMENTS	310,193.15	0.00	0.00	310,193.15
	GENERAL FUND	1,431,200.58	384,046.48	567,620.08	1,247,626.98
Fund 202 MAJOR STREETS FUND					
001.00	CASH	547,302.92	66,972.46	29,805.17	584,470.21
017.00	INVESTMENTS	101,345.96	0.00	0.00	101,345.96
	MAJOR STREETS FUND	648,648.88	66,972.46	29,805.17	685,816.17
Fund 203 LOCAL STREETS FUND					
001.00	CASH	331,290.21	23,259.19	25,912.15	328,637.25
Fund 208 RECREATION FUND					
001.00	CASH	126,943.98	6,373.09	12,675.31	120,641.76
Fund 226 SOLID WASTE FUND					
001.00	CASH	299,497.28	10,774.60	4,939.62	305,332.26
017.00	INVESTMENTS	53,057.53	0.00	0.00	53,057.53
	SOLID WASTE FUND	352,554.81	10,774.60	4,939.62	358,389.79
Fund 250 CDBG FUND					
001.01	CDBG FUND CASH	33,393.92	15.60	0.00	33,409.52
Fund 265 DRUG LAW ENFORCEMENT FUND					
001.00	CASH	3,362.44	6,191.34	4,434.72	5,119.06
Fund 275 ALBION BUILDING AUTHORITY FUND					
001.01	FUND CASH ACCOUNT	202,346.06	1,424.51	2,395.31	201,375.26
004.00	PETTY CASH	276.76	0.00	0.00	276.76
	ALBION BUILDING AUTHORITY FUND	202,622.82	1,424.51	2,395.31	201,652.02
Fund 277 ABA SEC 8 MAPLE GROVE					
001.01	FUND CASH ACCOUNT	174,959.61	41,003.30	33,411.64	182,551.27
002.00	CASH - CAPITAL PROJECTS RESERV	476,402.86	6,117.99	0.00	482,520.85
008.00	CASH-SECURITY DEPOSIT	25,655.99	386.00	469.00	25,572.99
	ABA SEC 8 MAPLE GROVE	677,018.46	47,507.29	33,880.64	690,645.11
Fund 450 STREET IMPROVEMENTS FUND					
001.00	CASH	247,555.64	10,745.24	0.00	258,300.88
017.00	INVESTMENTS	253,365.06	0.00	0.00	253,365.06
	STREET IMPROVEMENTS FUND	500,920.70	10,745.24	0.00	511,665.94
Fund 452 MDOT RECONSTRUCTION FUND					
001.00	CASH	73,861.55	0.00	0.00	73,861.55
Fund 590 SEWER FUND					
001.00	CASH	106,040.54	71,390.68	113,757.56	63,673.66
017.00	INVESTMENTS	308,841.68	0.00	0.00	308,841.68
	SEWER FUND	414,882.22	71,390.68	113,757.56	372,515.34
Fund 591 WATER FUND					
001.00	CASH	482,783.78	65,422.13	69,549.97	478,655.94
003.00	CERTIFICATES OF DEPOSIT	249,221.00	39.00	0.00	249,260.00

CASH SUMMARY BY ACCOUNT FOR CITY OF ALBION

FROM 12/01/2018 TO 12/31/2018

FUND: 101 202 203 208 226 250 265 275 277 450 452 590 591 661

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 12/01/2018	Total Debits	Total Credits	Ending Balance 12/31/2018
006.00	RESTRICTED CASH - BOND RESERVE	61,990.00	0.00	0.00	61,990.00
008.00	CASH-SECURITY DEPOSIT	200.00	0.00	0.00	200.00
017.00	INVESTMENTS	359,672.88	0.00	0.00	359,672.88
	WATER FUND	1,153,867.66	65,461.13	69,549.97	1,149,778.82
Fund 661 EQUIPMENT POOL FUND					
001.00	CASH	241,658.85	14,127.33	27,106.31	228,679.87
	TOTAL - ALL FUNDS	6,192,227.08	708,288.94	892,076.84	6,008,439.18

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
PERIOD ENDING 12/31/2018
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 101 - GENERAL FUND						
000 - GENERAL		3,469,350.51	3,478,812.00	3,621,409.39	3,670,410.00	98.66
209 - ASSESSING		5.00	5.00	75.50	76.00	99.34
215 - CLERK		36.60	37.00	62.67	62.00	101.08
260 - FINANCE DEPT AND/OR ABA GENERAL		2,360.50	350.00	817.00	600.00	136.17
276 - CEMETERY		69,312.74	60,000.00	89,746.80	87,447.00	102.63
345 - PUBLIC SAFETY		59,735.82	52,527.80	36,163.93	85,173.00	42.46
422 - CODE ENFORCEMENT		71,907.15	93,308.00	92,711.14	93,150.00	99.53
758 - ALBION RIVER/BIKE TRAIL		222,611.87	401,200.00	76,318.91	76,319.00	100.00
775 - PARKS		2,625.00	2,625.00	2,390.00	2,400.00	99.58
778 - HOLLAND PARK TRANSFORMATION PROJECT		80,826.89	84,531.00	4,704.16	4,704.00	100.00
930 - TRANSFER IN		10,000.00	10,000.00	10,000.00	10,000.00	100.00
TOTAL REVENUES		3,988,772.08	4,183,395.80	3,934,399.50	4,030,341.00	97.62
101 - CITY COUNCIL		37,474.62	41,460.00	40,360.75	54,055.00	74.67
172 - CITY MANAGER		108,068.92	113,791.00	81,391.09	98,480.00	82.65
209 - ASSESSING		46,834.14	51,050.00	45,879.40	48,300.00	94.99
210 - ATTORNEY		92,982.41	93,025.00	111,180.72	110,400.00	100.71
215 - CLERK		87,872.84	90,030.00	129,168.66	129,375.00	99.84
226 - HUMAN RESOURCES		24,309.99	24,330.00	25,588.17	29,579.00	86.51
260 - FINANCE DEPT AND/OR ABA GENERAL		292,686.68	318,180.00	320,111.78	371,682.00	86.13
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		84,542.68	96,445.00	136,787.40	151,370.00	90.37
276 - CEMETERY		159,187.40	174,520.00	153,452.12	172,126.00	89.15
345 - PUBLIC SAFETY		2,039,567.91	2,045,862.78	2,031,888.12	2,110,452.26	96.28
422 - CODE ENFORCEMENT		163,040.56	175,847.00	176,608.68	194,817.00	90.65
442 - CITY MAINTENANCE		191,590.79	197,821.00	47,747.01	64,182.00	74.39
444 - TREE TRIMMING		14,920.14	18,202.00	15,399.10	20,615.00	74.70
447 - ENGINEERING		10,738.67	10,886.00	22,140.42	28,737.00	77.04
448 - STREET LIGHTING		0.00	0.00	161,667.43	169,500.00	95.38
526 - EPA LANDFILL		8,284.51	8,600.00	8,885.62	8,600.00	103.32
758 - ALBION RIVER/BIKE TRAIL		222,611.87	401,200.00	76,318.91	76,319.00	100.00
775 - PARKS		211,484.85	212,222.00	208,839.59	226,335.00	92.27
778 - HOLLAND PARK TRANSFORMATION PROJECT		80,826.89	84,531.00	47.68	4,704.00	1.01
895 - GENERAL APPROPRIATION		172,862.25	190,200.00	128,297.34	136,650.00	93.89
TOTAL EXPENDITURES		4,049,888.12	4,348,202.78	3,921,759.99	4,206,278.26	93.24
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		3,988,772.08	4,183,395.80	3,934,399.50	4,030,341.00	97.62
TOTAL EXPENDITURES		4,049,888.12	4,348,202.78	3,921,759.99	4,206,278.26	93.24
NET OF REVENUES & EXPENDITURES		(61,116.04)	(164,806.98)	12,639.51	(175,937.26)	7.18

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
PERIOD ENDING 12/31/2018
% Fiscal Year Completed: 100.00

GL NUMBER DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 202 - MAJOR STREETS FUND					
000 - GENERAL	674,684.21	640,612.00	753,136.44	750,327.00	100.37
487 - M-99 TRUNKLINE	64,254.41	37,000.00	133,234.10	133,234.00	100.00
TOTAL REVENUES	738,938.62	677,612.00	886,370.54	883,561.00	100.32
454 - ACT 51 NON-MOTORIZED	0.00	23,800.00	0.00	0.00	0.00
461 - MAINTENANCE	363,333.97	363,512.00	360,550.70	417,766.00	86.30
465 - TRAFFIC SERVICES	3,164.56	4,403.00	683.93	3,183.00	21.49
467 - WINTER MAINTENANCE	22,937.07	29,415.00	29,850.99	53,365.00	55.94
486 - I-94 TRUNKLINE	20,970.04	19,292.00	25,589.29	40,577.00	63.06
487 - M-99 TRUNKLINE	18,562.92	20,467.00	21,386.08	33,587.00	63.67
488 - M-199 TRUNKLINE	11,449.61	12,402.00	11,857.50	19,257.00	61.58
965 - TRANSFER OUT	203,000.00	203,000.00	193,000.00	193,000.00	100.00
TOTAL EXPENDITURES	643,418.17	676,291.00	642,918.49	760,735.00	84.51
Fund 202 - MAJOR STREETS FUND:					
TOTAL REVENUES	738,938.62	677,612.00	886,370.54	883,561.00	100.32
TOTAL EXPENDITURES	643,418.17	676,291.00	642,918.49	760,735.00	84.51
NET OF REVENUES & EXPENDITURES	95,520.45	1,321.00	243,452.05	122,826.00	198.21

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GL NUMBER DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 203 - LOCAL STREETS FUND					
000 - GENERAL	228,196.53	207,170.00	334,616.57	326,819.00	102.39
930 - TRANSFER IN	200,000.00	200,000.00	190,000.00	190,000.00	100.00
TOTAL REVENUES	428,196.53	407,170.00	524,616.57	516,819.00	101.51
461 - MAINTENANCE	334,203.99	353,201.00	334,081.44	376,332.00	88.77
465 - TRAFFIC SERVICES	6,082.32	7,620.00	1,413.30	7,127.00	19.83
467 - WINTER MAINTENANCE	20,998.70	28,225.00	32,110.28	57,950.00	55.41
965 - TRANSFER OUT	3,000.00	3,000.00	3,000.00	3,000.00	100.00
TOTAL EXPENDITURES	364,285.01	392,046.00	370,605.02	444,409.00	83.39
Fund 203 - LOCAL STREETS FUND:					
TOTAL REVENUES	428,196.53	407,170.00	524,616.57	516,819.00	101.51
TOTAL EXPENDITURES	364,285.01	392,046.00	370,605.02	444,409.00	83.39
NET OF REVENUES & EXPENDITURES	63,911.52	15,124.00	154,011.55	72,410.00	212.69

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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GL NUMBER DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 208 - RECREATION FUND					
780 - RECREATION	170,316.11	140,991.00	147,173.99	142,636.00	103.18
782 - JUNIOR OPTMISTS - JOOI	750.00	50.00	0.00	0.00	0.00
TOTAL REVENUES	171,066.11	141,041.00	147,173.99	142,636.00	103.18
780 - RECREATION	122,527.40	137,495.00	138,936.60	153,687.00	90.40
782 - JUNIOR OPTMISTS - JOOI	424.34	500.00	0.00	0.00	0.00
TOTAL EXPENDITURES	122,951.74	137,995.00	138,936.60	153,687.00	90.40
Fund 208 - RECREATION FUND:					
TOTAL REVENUES	171,066.11	141,041.00	147,173.99	142,636.00	103.18
TOTAL EXPENDITURES	122,951.74	137,995.00	138,936.60	153,687.00	90.40
NET OF REVENUES & EXPENDITURES	48,114.37	3,046.00	8,237.39	(11,051.00)	74.54

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GL NUMBER	DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 226 - SOLID WASTE FUND						
000 - GENERAL		273,492.78	237,000.00	255,018.01	251,488.00	101.40
TOTAL REVENUES		273,492.78	237,000.00	255,018.01	251,488.00	101.40
523 - LEAF PICKUP		13,888.82	35,440.00	0.00	16,205.00	0.00
524 - TREE DUMP		6,465.78	21,817.00	5,159.85	16,020.00	32.21
528 - SOLID WASTE		89,358.02	116,515.00	122,675.53	145,355.00	84.40
965 - TRANSFER OUT		25,500.00	25,500.00	25,500.00	25,500.00	100.00
TOTAL EXPENDITURES		135,212.62	199,272.00	153,335.38	203,080.00	75.50
Fund 226 - SOLID WASTE FUND:						
TOTAL REVENUES		273,492.78	237,000.00	255,018.01	251,488.00	101.40
TOTAL EXPENDITURES		135,212.62	199,272.00	153,335.38	203,080.00	75.50
NET OF REVENUES & EXPENDITURES		138,280.16	37,728.00	101,682.63	48,408.00	210.05

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GL NUMBER	DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 265 - DRUG LAW ENFORCEMENT FUND						
000 - GENERAL		27,771.94	27,349.96	6,821.15	12,830.00	53.17
400 - FED DRUG LAW ENFOR - REIMBUR		29,244.11	25,000.00	28,884.17	25,000.00	115.54
TOTAL REVENUES		57,016.05	52,349.96	35,705.32	37,830.00	94.38
333 - DRUG LAW ENFORCEMENT		76,014.05	73,475.23	31,838.09	29,264.00	108.80
400 - FED DRUG LAW ENFOR - REIMBUR		20,684.14	18,796.20	11,377.88	10,982.00	103.60
TOTAL EXPENDITURES		96,698.19	92,271.43	43,215.97	40,246.00	107.38
Fund 265 - DRUG LAW ENFORCEMENT FUND:						
TOTAL REVENUES		57,016.05	52,349.96	35,705.32	37,830.00	94.38
TOTAL EXPENDITURES		96,698.19	92,271.43	43,215.97	40,246.00	107.38
NET OF REVENUES & EXPENDITURES		(39,682.14)	(39,921.47)	(7,510.65)	(2,416.00)	310.87

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GL NUMBER	DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 275 - ALBION BUILDING AUTHORITY FUND						
000 - GENERAL		4,567.62	4,432.00	4,857.09	4,743.00	102.41
264 - EDC BUILDING		27,991.94	26,992.00	137,439.34	137,439.00	100.00
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		1,512.00	1,512.00	1,386.00	1,512.00	91.67
271 - FIRE/AMBULANCE BUILDING		19,578.00	30,000.00	36,000.00	34,450.00	104.50
273		1.00	0.00	1.00	1.00	100.00
TOTAL REVENUES		53,650.56	62,936.00	179,683.43	178,145.00	100.86
260 - FINANCE DEPT AND/OR ABA GENERAL		6,170.54	9,365.00	5,929.56	7,090.00	83.63
264 - EDC BUILDING		19,124.11	22,275.00	16,965.64	17,190.00	98.69
265 - MUNICIPAL BLDG AND/OR 201 N CLINTON ST		2,000.06	2,130.00	1,931.37	1,945.00	99.30
270 - 101 N GALE ST		0.00	0.00	26,700.00	30,000.00	89.00
271 - FIRE/AMBULANCE BUILDING		15,710.68	25,000.00	22,617.19	29,250.00	77.32
273 - 112 E ERIE ST		1,614.93	1,813.00	10,600.54	12,400.00	85.49
TOTAL EXPENDITURES		44,620.32	60,583.00	84,744.30	97,875.00	86.58
Fund 275 - ALBION BUILDING AUTHORITY FUND:						
TOTAL REVENUES		53,650.56	62,936.00	179,683.43	178,145.00	100.86
TOTAL EXPENDITURES		44,620.32	60,583.00	84,744.30	97,875.00	86.58
NET OF REVENUES & EXPENDITURES		9,030.24	2,353.00	94,939.13	80,270.00	118.27

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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GL NUMBER DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 277 - ABA SEC 8 MAPLE GROVE					
000 - GENERAL	459,533.20	442,516.00	471,362.45	450,400.00	104.65
TOTAL REVENUES	459,533.20	442,516.00	471,362.45	450,400.00	104.65
701 - ABA SEC 8 MAPLE GROVE	329,423.84	376,525.00	311,001.26	368,450.00	84.41
905 - DEBT SERVICE - BONDS	62,487.50	62,488.00	64,750.00	64,750.00	100.00
TOTAL EXPENDITURES	391,911.34	439,013.00	375,751.26	433,200.00	86.74
Fund 277 - ABA SEC 8 MAPLE GROVE:					
TOTAL REVENUES	459,533.20	442,516.00	471,362.45	450,400.00	104.65
TOTAL EXPENDITURES	391,911.34	439,013.00	375,751.26	433,200.00	86.74
NET OF REVENUES & EXPENDITURES	67,621.86	3,503.00	95,611.19	17,200.00	555.88

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GL NUMBER	DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 367 - SIDEWALK PROGRAM FUND						
000 - GENERAL		149,967.02	133,904.00	24,234.15	23,906.00	101.37
TOTAL REVENUES		149,967.02	133,904.00	24,234.15	23,906.00	101.37
443 - SIDEWALK PROGRAM		19,971.19	5,500.00	0.00	23,856.00	0.00
TOTAL EXPENDITURES		19,971.19	5,500.00	0.00	23,856.00	0.00
Fund 367 - SIDEWALK PROGRAM FUND:						
TOTAL REVENUES		149,967.02	133,904.00	24,234.15	23,906.00	101.37
TOTAL EXPENDITURES		19,971.19	5,500.00	0.00	23,856.00	0.00
NET OF REVENUES & EXPENDITURES		129,995.83	128,404.00	24,234.15	50.00	8,468.30

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Fund 590 - SEWER FUND						
000 - GENERAL		1,212,197.24	1,135,186.00	1,240,095.82	1,215,326.00	102.04
536 - WATER UTILITY OPERATIONS		0.00	0.00	2,250.00	0.00	100.00
544 - SAW GRANT PROJECT		637,256.22	635,494.00	0.00	0.00	0.00
546 - MEDC GRANT - DIGESTER, PUMP, ETC.		852,897.33	950,000.00	97,102.67	99,352.00	97.74
TOTAL REVENUES		2,702,350.79	2,720,680.00	1,339,448.49	1,314,678.00	101.88
536 - SEWER UTILITY OPERATIONS		1,200,370.43	1,341,789.00	1,296,364.65	1,348,808.00	96.11
542 - WWTP ENERGY IMPROVEMENTS		7,983.48	7,500.00	8,143.14	7,800.00	104.40
544 - SAW GRANT PROJECT		616,739.22	635,494.00	0.00	0.00	0.00
546 - MEDC GRANT - DIGESTER, PUMP, ETC.		193,991.92	950,000.00	389,371.44	400,000.00	97.34
965 - TRANSFER OUT		148,400.00	148,400.00	148,400.00	148,400.00	100.00
TOTAL EXPENDITURES		2,167,485.05	3,083,183.00	1,842,279.23	1,905,008.00	96.71
Fund 590 - SEWER FUND:						
TOTAL REVENUES		2,702,350.79	2,720,680.00	1,339,448.49	1,314,678.00	101.88
TOTAL EXPENDITURES		2,167,485.05	3,083,183.00	1,842,279.23	1,905,008.00	96.71
NET OF REVENUES & EXPENDITURES		534,865.74	(362,503.00)	(502,830.74)	(590,330.00)	85.18

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION
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GL NUMBER DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 591 - WATER FUND					
000 - GENERAL	959,872.66	917,170.00	951,991.01	930,714.00	102.29
548 - WATERTOWER PAINTING PROJECT	0.00	0.00	500,000.00	500,000.00	100.00
TOTAL REVENUES	959,872.66	917,170.00	1,451,991.01	1,430,714.00	101.49
536 - WATER UTILITY OPERATIONS	944,799.30	971,968.00	1,026,246.89	1,059,059.00	96.90
540 - WELLHEAD PROTECTION	0.00	500.00	0.00	500.00	0.00
548 - WATERTOWER PAINTING PROJECT	7,360.42	0.00	565,839.58	568,200.00	99.58
905 - DEBT SERVICE-BONDS	3,224.00	3,974.00	0.00	0.00	0.00
965 - TRANSFER OUT	11,450.00	111,450.00	11,450.00	11,450.00	100.00
TOTAL EXPENDITURES	966,833.72	1,087,892.00	1,603,536.47	1,639,209.00	97.82
Fund 591 - WATER FUND:					
TOTAL REVENUES	959,872.66	917,170.00	1,451,991.01	1,430,714.00	101.49
TOTAL EXPENDITURES	966,833.72	1,087,892.00	1,603,536.47	1,639,209.00	97.82
NET OF REVENUES & EXPENDITURES	(6,961.06)	(170,722.00)	(151,545.46)	(208,495.00)	72.69

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GL NUMBER DESCRIPTION	END BALANCE 12/31/2017 NORMAL (ABNORMAL)	2017 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	2018 AMENDED BUDGET	% BDGT USED
Fund 661 - EQUIPMENT POOL FUND					
000 - GENERAL	296,886.52	296,202.00	307,269.99	271,252.00	113.28
TOTAL REVENUES	296,886.52	296,202.00	307,269.99	271,252.00	113.28
770 - EQUIPMENT POOL	262,968.89	295,053.00	294,804.32	315,761.00	93.36
905 - DEBT SERVICE - BONDS	220.25	220.00	93.30	93.00	100.32
965 - TRANSFER OUT	17,850.00	17,850.00	17,850.00	17,850.00	100.00
TOTAL EXPENDITURES	281,039.14	313,123.00	312,747.62	333,704.00	93.72
Fund 661 - EQUIPMENT POOL FUND:					
TOTAL REVENUES	296,886.52	296,202.00	307,269.99	271,252.00	113.28
TOTAL EXPENDITURES	281,039.14	313,123.00	312,747.62	333,704.00	93.72
NET OF REVENUES & EXPENDITURES	15,847.38	(16,921.00)	(5,477.63)	(62,452.00)	8.77
TOTAL REVENUES - ALL FUNDS	10,279,742.92	10,271,976.76	9,557,273.45	9,531,770.00	100.27
TOTAL EXPENDITURES - ALL FUNDS	9,284,314.61	10,835,372.21	9,489,830.33	10,241,287.26	92.66
NET OF REVENUES & EXPENDITURES	995,428.31	(563,395.45)	67,443.12	(709,517.26)	9.51