

Thursday, March 2, 2023, 7:30 am
City of Albion – Council Chambers 112 W. Cass St. Albion, MI 49224

***Mission Statement:** Retain, expand and recruit business and industry to the greater Albion area and strengthen and revitalize the local economy.*

AGENDA

- 1) Call To Order / Roll Call (1 min)
- 2) Approve Agenda (1 min)
- 3) Public Comment (TBD)
(Persons addressing the Board shall limit their comments to no more than 3 minutes)
- 4) Consent Agenda (1 min)
- 5) Presentations and Recognition
 - a) Virgie Ammerman to present President's Report
 - b) Virgie Ammerman to review D&O policy and field questions from board
 - c) Virgie Ammerman to review Housing Champion Proposal
 - d) Virgie Ammerman to present update on 6-month evaluation and request feedback on timetable for formal evaluation by Executive Committee
- 6) Committee Reports (10 min)
 - a) Children's Savings Account Committee
 - b) Community Engagement Committee
 - c) Dream.Build.Rise Committee
 - d) Executive Committee
 - e) Industry and Business Attraction Committee
 - f) Match on Main Committee
 - g) Nominating Committee
 - h) Revolving Loan Fund Committee
 - i) Workforce Development Committee
- 7) Action Items (15 min)
 - a) Approval of Minutes from the January 26, 2023, Executive Board Meeting
 - b) Approval of Minutes from February 2, 2023, Board Meeting
 - c) Approve Financial Reports (December and January)
 - i) Brownfield Redevelopment
 - ii) Economic Development Fund
 - iii) RLF Financial Report
 - iv) TIFA Financial Report
 - d) Discuss and approve Reimbursement Agreement re Phase I – Big Albion Plan
 - e) Ratify Signatures of prior President/CEO on Brownfield Agreement Plan and Interlocal Agreement re Phase I – Big Albion Plan

- f) Approve current President / CEO to execute the Reimbursement Agreement re Phase I – Big Albion Plan
- g) Approve Resolution allowing President / CEO, Board Secretary, and Board Chair to sign documents in the normal course of business.
- h) Discuss and approve amending By-Laws to allow for at least 9 board members rather than only 9 board members and increasing the number of board members to 11 specifically including 1 student.
- i) Discuss and approve deferring the following items from the CEO/President’s goals during the first 6 months of employment ending March 31, 2023:
 - (1) Manage Costs and programming to operate within the approved budget while ensuring financial stability April 1, 2023 through September 30, 2023.
 - (2) Recommend to the EDC Board by July 2023 an updated TIFA Financing Plan, identifying capital improvement projects and targeted industries. (Utilize the Industrial/Business Attraction Committee)
- j) Review and approve FY23 EDC Strategic Goals and Strategic Known Applications
- k) Review and approve Resolution for Michigan Arts and Culture Grant Application
- l) Review and approve Resolution for Rail Funding Application
- m) Review and approve Resolution for Match for Boss Up for an MBDA Application.
- n) Review and approve Resolution for the Albion Community Foundation Grant for Match for Michigan Arts and Culture.
- o) Review and approve Resolution for Minority Capital Loan Guarantee Application.

8) Closed Session (TBD)

9) Board of Directors Discussion & Comments (5 Min)

- a) City of Albion
- b) Albion Township
- c) Sheridan Township
- d) Greater Albion Chamber of Commerce
- e) Board at Large

10) Public Comment (TBD)

(Persons addressing the Board shall limit their comments to no more than 3 minutes)

11) Adjournment (1 Min)

12) Parking Lot

- i) Board Workshop
 - Orientation Process
 - Training
 - Team Building
 - Committee Roles
 - Executive Board Role
- ii) ACF Lease

Economic Development Strategic Plan 2022-2026

- Goal 1: Stabilize the downtown, enhance its historic character, and support its economic growth.
- Goal 2: Strengthen housing market and stock.
- Goal 3: Retain and attract high-leverage jobs to Albion.
- Goal 4: Stabilize the City’s major corridors and support their economic growth.
- Goal 5: Build the human and capital capacity of the Albion Economic Development Corporation

memo



Albion Economic Development Corporation

To: EDC Board of Directors
From: Virgie Ammerman, President & CEO
Date: February 23, 2023
Re: President's Report

Industrial / Business Attraction, Retention, Workforce Development

- **Industrial/Business Attraction Committee** – Focusing on New Industrial Park development.
- **Retention Visits** – On target for one retention visit weekly – see call report.
- **Workforce Development Committee** – Youthbuild, Industry Lead Collaboration, Potential additional Going Pro round, Firekeepers Apprenticeship opportunities
- **Child Care Innovation Fund** – Partnering with EDC members of Region 8 for \$150,000 award. This award was received Regionally.
- **Match on Main Spring 2023** – 2 applications submitted.
- **New Albion Industrial Park**– Marketing as Supplier Park for the Marshall Mega Site.
- **Big Albion Plan** – Qualifying commercial space tenants.
- **Entrepreneurs** – Working with 20 entrepreneurs in various stages of development here in Albion, including Projects B, U, V, and Y.
- **Projects A, C, D, E, G, H, I, J, K, L, N, O, Q, R, T, Z, BB**
- **Incubator Space** – identified need for restaurateurs.
- **Closed on Sale** of Lots 21 and 22 on Burstein Dr to Consumers/Albion Tool Hub.
- **MBDA Capital Readiness** – to accomplish entrepreneur specific 6-month goals.
- **Rail Spur Funding Grant**
- **Partnering with MAEDA** – March 2nd Annual Albion Economic Forecast.

Housing and Community Development

- **Albion Housing Needs** – See Housing Champion Proposal.
- **Projects F, M, P, S, W, X, AA, CC, DD, EE**
- **Homeowner Assistance** – AEDC collaborating with CasterCares, Black Business Alliance, and Health Alliance to aid in applying for up to \$25,000 for both repairs and mortgage/rent assistance through MSHDA.
- **Federal Funds** – Applying for HUD funding for Housing Programming.
- **Children’s Savings Accounts** – Creating an exploratory committee; funding available in FY2023.

Capacity Building Opportunities

- **AmeriCorp** – Applied for 2 Americorp positions for the EDC.
- **YouthBuild** – Partnering with Starr, Habitat, City of Albion, Albion College, Marshall Public Schools, KCC for YouthBuild funding and programming. This would bring both workforce development for young people and affordable housing.
- **Relocating AEDC Offices** – goal is confidentiality for clients.
- **Engaging in Technology** – goal is efficiencies and security.
- **President / CEO Goals** – accomplished 94 % of 6 months goals in first 4 months.
- **Status of the Water Tower** Infrastructure in the 425 Property? Per Wightman, Albion City is seeking competitive funding and construction would not likely be until 2025-2026.
- **The Color of Law** – Successful Community Read and Discussion held at Stirling Books and Brew, February 19th. Will be continuing monthly discussions.
- **Environmental Justice Grants**
- **Michigan Arts & Culture**
- **MSHDA**
 - **Housing and Community Development Fund** – In early exploration stages.
 - **Missing Middle Funding** –In early exploration stages.
- **RAP Grant** – Awaiting notification from SWMF on requested funding for local project.
- **USDA Rural Development Grants** – applications completed for revolving loan funds.
- **Professional Coaching** – AEDC Staff.
- **NDC Training** – AEDC Staff.
- **Brownfield Bootcamp** – AEDC Staff in conjunction with City of Albion.
- **Asset Management Champion Training** – AEDC Staff.
- **Communications, Marketing** – Significant effort is being placed on enhancing the AEDC digital footprint including website(s), Facebook, LinkedIn, and branding.
- **Albion IS** - website introduction – collaborative tool for all of Albion.

2023 AEDC President's Call Report

January Colsum Group
January Challenger
January Great Lakes Water Jet
January Albion Chamber
January Albion College Tour
January Annette Hines
January Mary Slater
January The Color of Law Team
January Alliance of Black Entrepreneurs
January Eggs and Issues
January YMCA (follow up only)
January Play Right Sports Academy
January KCC
January Urban Blue
January Housing Models - Snyder/Williams
January Dale Carnegie Training
January Albion/Homer United Way
January Market Rate Senior Housing
January Starr Commonwealth
January Marshall Opportunity High School
January SBDC
January Wightman
January Galazio's
January MAEDA
January Rae's Diner
January MBDA Grant Work
January Michigan Arts and Culture Grant
February Tracy Tolbert
February Decker Manufacturing
February Dale Carnegie Training
February Brownfield Bootcamp
February MIC Training
February Wildflower Crossing
February Colsum Group
February Albion Chamber
February DDA
February Marshall Manufacturers Group
February MAEDA
February Airco Gas
February Black Entrepreneurs Alliance
February Rustbelt Raman
February Michigan Manufacturers Association
February Stirling Books
February Superior Nutrition
February Barbour Heating

February Chrissy Niceswander
February Chamber Board
February SmartStrength
February Double Vision
February Tracy Tolbert
February Mark Gettel, MMTTC
February Marshall Academy
February Marshall Opportunity High School
February KCC
February Northern Initiatives
February CDFA Training
February Brownfield Bootcamp
February MIC Training
February USDA Rural Housing Solutions
February Carolyn and Pastor Albert Amos
February Boss Up
February Albion College
February Southwest Michigan Regional Partnership
February Jim Durian
February MAEDA
February MEDA Capitol Day - Lansing
February Michigan's Campaign to End Homelessness
February Founder's Day Celebration
February Norfolk Homes
February RRC Programming
February Rep. Jim Haadsma
February Consumers Energy
February The Malleable
February Calhoun County Land Bank
February Zero Day
February Albon College
February Albion Chamber
February Tesha Perez
February Stirling Books and Brew
February Eggs and Issues
February All Saints Literacy Council
February Jayne Jones
February David Wheatley
February MICPA
February Matt Davis
February Richard Lindsey
February Ryan Marsh
February Rail Grant
February Wightman and Associates
February Norfolk Southern
February Builders Exchange
February Ann Kemp

SECTION II — WHO IS COVERED?

1. The **Member** governmental agency named on the declaration page.
2. Each of the following is an **Insured**, but only for acts within the scope of their employment by or duties on behalf of the **Member**:
 - a. Any elected or appointed official of the **Member**;
 - b. Any employee or authorized volunteer of the **Member**;
 - c. Any person officially appointed to a Board or Commission of the **Member**; or
 - d. Any **Law Enforcement Personnel** of the **Member**.

However, no **Insured** is covered for:

- a. **Bodily Injury** or **Personal Injury** to another **Insured** while in the course of his or her employment; or while performing duties related to his or her employment;
 - b. **Bodily Injury** or **Personal Injury** arising out of any physician or dentist providing or failing to provide professional health care services; or
 - c. **Property Damage** to property owned or occupied by or rented or loaned to that **Insured**, or any other **Insured**.
3. With respect to **Mobile Equipment** registered in your name under any motor vehicle registration law, any person is covered while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also covered but only with respect to liability arising out of the operation of the equipment, and only if no insurance of any kind is available to that person or organization for this liability. However, no person or organization is covered with respect to:
 - a. **Bodily Injury** to a co-employee of the person driving the equipment; or
 - b. **Property Damage** to property owned by, rented to, in the charge of, or occupied by you or the employer of any person who is covered under this provision.
 4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be covered if there is no similar coverage available to that organization. However;
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the **Coverage Period**, whichever is earlier;
 - b. Coverage does not apply to **Bodily Injury** or **Property Damage** that occurred before you acquired or formed the organization.

No person or organization is covered with respect to the conduct of any current or past partnership or joint venture that is not a **Member**.



LIABILITY DECLARATIONS

IN RETURN FOR THE PAYMENT TO THE POOL AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE DOCUMENT, THE POOL AGREES WITH YOU TO PROVIDE COVERAGE AS STATED IN THIS CONTRACT. THESE COVERAGES ARE ALSO PROVIDED IN ACCORDANCE WITH THE INTERGOVERNMENTAL CONTRACT WHICH FORMS THE LEGAL BASIS FOR THE OPERATION OF THE POOL.

Contract Number: MML001325327 **Renewal of Number:** MML001325326

Pool Member: City of Albion

Coverage Period From: 7/1/2020 **To:** 7/1/2021
12:01 A.M. Standard Time

(This policy applies to only those Coverage Parts marked with an "X")

LIMITS OF INSURANCE

MUNICIPAL GENERAL LIABILITY COVERAGE PART

EACH OCCURRENCE LIMIT \$10,000,000

FIRE DAMAGE LIMIT \$100,000 Any One Fire

MEDICAL EXPENSE LIMIT \$10,000 Any One Person

DEDUCTIBLE: \$10,000 Each Occurrence

LAW ENFORCEMENT LIABILITY COVERAGE PART

EACH WRONGFUL ACT LIMIT \$10,000,000

DEDUCTIBLE: \$10,000 Each Wrongful Act

PUBLIC OFFICIALS LIABILITY COVERAGE PART

EACH WRONGFUL ACT LIMIT \$10,000,000

DEDUCTIBLE: \$10,000 Each Wrongful Act

(This policy applies to only those Coverage Parts marked with an "X")

LIMITS OF INSURANCE

EMPLOYEE BENEFIT LIABILITY COVERAGE PART

EACH CLAIM LIMIT \$1,000,000

DEDUCTIBLE: \$10,000 Each Claim

AUTOMOBILE LIABILITY COVERAGE PART

EACH OCCURRENCE LIMIT \$10,000,000

DEDUCTIBLE: \$10,000 Each Occurrence

THE COMBINED POLICY LIMIT \$10,000,000

Regardless of the number of **Insureds, Claims** made or **Suits** brought, persons or organizations making **Claims** or bringing **Suits** or coverages or coverage parts which may be applicable, the Combined Policy Limit shown above is the most we will pay for the sum of all **Damages** arising out of an **Occurrence, Wrongful Act**, act or omission and any series of related **Occurrences, Wrongful Acts**, acts or omissions.

The Combined Policy Limit is the most we will pay regardless of the number of Coverage Parts under which coverage may be sought.

FORMS AND ENDORSEMENTS applying to these Coverage Parts and made part of this policy at time of issue: MML200 (01/14), MML202 (11/99), MML203 [11/99], MML208 [11/99], MML215 [02/00], MML223 [07/10]

TOTAL LIABILITY PREMIUM

\$ INCLUDED

BY _____


Authorized Representative

Date: 6/30/2020

A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE

MMLB (02/10)

THESE DECLARATIONS ARE A PART OF THE COMMON POLICY DECLARATIONS.

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MUNICIPAL LIABILITY COVERAGE

Some provisions in this **Coverage Document** restrict coverage. Read the entire **Coverage Document** carefully to determine rights, duties and what is and is not covered. Throughout this **Coverage Document** the terms "we", "us", and "our" refer to the Michigan Municipal League Liability and Property Pool. The words "you" and "your" refer to the **Member** shown in the Declarations. Terms described in bold type are defined in **SECTION VI — DEFINITIONS**.

SECTION I — COVERAGES

COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Coverage Agreement.**

- a. We will pay those sums which the **Insured** becomes legally obligated to pay as **Damages** because of **Bodily Injury** or **Property Damage** to which this coverage applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION III — LIMITS OF COVERAGE**. This coverage applies only to **Bodily Injury** and **Property Damage** which occurs during the **Coverage Period**. The **Bodily Injury** or **Property Damage** must be caused by an **Occurrence**. The **Occurrence** must take place in the **Coverage Territory**. We will have the right and duty to defend any **Suit** seeking those **Damages**. However:
 - (1) we may investigate and settle any **Occurrence**, **Claim** or **Suit** pursuant to the rules established by the **Pool** Board of Directors.
 - (2) the amount we will pay for **Damages** is limited as described in **SECTION III — LIMITS OF COVERAGE**.
 - (3) our right and duty to defend end when we have used up the applicable Limit of Liability in the payment of **Damages** as described in **SECTION III — LIMITS OF COVERAGE**.
- b. **Damages** because of **Bodily Injury** include **Damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
- c. **Property Damage** that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the **Occurrence** that caused it.

2. **Exclusions.**

This insurance does not apply to:

a. *Expected or Intended Injury*

Bodily Injury or **Property Damage** reasonably expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property.

This exclusion does not apply to the use of force in the performance of **Law Enforcement Activities**.

b. *Contractual Liability*

Bodily Injury or **Property Damage** for which the **Insured** is obligated to pay **Damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **Damages**:

- (1) Assumed in a contract or agreement that is an **Insured Contract**, provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement; or
- (2) That the **Insured** would have in the absence of the contract or agreement.

c. *Liquor Liability*

Bodily Injury or **Property Damage** for which any **Insured** may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, selling, serving or furnishing alcoholic beverages.

d. *Workers' Compensation and Similar Laws*

Any obligation of the **Member** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. *Employer's Liability*

Bodily Injury to:

- (1) An employee of the **Member** arising out of and in the course of:
 - (a) Employment by the **Member**; or
 - (b) Performing duties related to the conduct of the **Member's** business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the **Member** may be liable as an employer or in any other capacity; and
- (2) To any obligation to share **Damages** with or repay someone else who must pay **Damages** because of the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **Insured Contract**.

f. *Auto or Watercraft*

Bodily Injury or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any **Auto** or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and **Loading or Unloading**.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own or lease that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Any owned watercraft under 26 feet long;
- (4) Parking an **Auto** on, or on the ways next to, premises you own or rent, provided the **Auto** is not owned by or rented or loaned to you or the **Insured**;
- (5) Liability assumed under any **Insured Contract** for the ownership, maintenance or use of automobile or watercraft; or

- (6) **Bodily Injury** or **Property Damage** arising out of the operation of any of the equipment listed in *SECTION VI — DEFINITIONS*, of **Mobile Equipment**, paragraph f.(2) or f. (3)

g. *Mobile Equipment*

Bodily Injury or **Property Damage** arising out of:

- (1) The transportation of **Mobile Equipment** by an **Auto** owned or operated by or rented or loaned to any **Insured**; or
- (2) The use of **Mobile Equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

h. *War*

Bodily Injury or **Property Damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

i. *Damage to Property*

Property Damage to

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **Property Damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are **Your Work** and were never occupied, rented or held for rental by you.

Paragraphs (3), (5), and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

j. *Damage to Your Product*

Property Damage to **Your Product** arising out of it or any part of it.

k. *Damage to Your Work*

Property Damage to **Your Work** arising out of it or any part of it and included in the **Products/Completed Operations Hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

l. *Damage to Impaired Property or Property Not Physically Injured*

Property Damage to **Impaired Property** or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

*m. Recall of Products, Work or **Impaired Property***

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) **Your Product**;
- (2) **Your Work**; or
- (3) **Impaired Property**

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions *f.* through *m.* do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limits of insurance applies to this coverage as described in *SECTION III — LIMITS OF COVERAGE*.

n. Medical Treatment

Any **Claim** or **Suit** for **Damages** due to:

- (1) The rendering or failure to render medical, surgical, dental, x-rays, services or treatment by any physician or dentist;
- (2) The furnishing or dispensing of medical, dental or surgical supplies or appliances by any physician or dentist; or
- (3) Any liability arising out of the **Insured's** ownership, operation, control or direction of any hospital or other premises providing medical services where overnight bed care or emergency medical care is regularly provided.

o. Fireworks

Bodily Injury or **Property Damage** from any fireworks or pyrotechnical display sponsored, permitted or set off by any **Insured** or representative of any **Insured**, unless specifically endorsed on to this **Coverage Document**.

p. Ski Facilities

Bodily Injury or **Property Damage** arising out of the ownership or operation of a ski facility unless specifically endorsed onto this **Coverage Document**.

q. Failure of Dams

Any liability arising out of the failure of any dam to retain water unless specifically endorsed on to this **Coverage Document**.

r. Amusement Rides

Bodily Injury or **Property Damage** arising out of the ownership, operation or use of mechanical, amusement or carnival rides.

s. Failure to Supply

Any **Claim** resulting from the failure to supply water, gas or electricity or the failure to supply sufficient water, gas or electricity.

t. Airports and Aircraft

Bodily Injury or **Property Damage** arising out of the ownership or operation of:

- (1) airports, runways, hangars, buildings or other properties in connection with aviation activities; or
- (2) aircraft or any component part or equipment thereof or any airplane, navigational or aviation related equipment.

(3) liability assumed under any contracts including **Insured Contract** for the ownership, maintenance or use of aircraft.

u. *Electromagnetic Radiation*

Claims or **Suits** for **Damages** resulting from or allegedly arising out of exposure to or contact with electromagnetic radiation.

COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement.

- a. We will pay those sums that the **Insured** becomes legally obligated to pay as **Damages** because of **Personal Injury** or **Advertising Injury** to which this Coverage applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under *SECTION III — LIMITS OF COVERAGE*. We will have the right and duty to defend any **Suit** seeking those **Damages**. However:
- (1) we may investigate and settle any **Occurrence, Claim** or **Suit** pursuant to the rules established by the **Pool** Board of Directors;
 - (2) the amount we will pay for **Damages** is limited as described in *SECTION III — LIMITS OF COVERAGE*; and
 - (3) our right and duty to defend end when we have used up the applicable limit of coverage in the payment of **Damages** as described in *SECTION III — LIMITS OF COVERAGE*.
- b. This Coverage applies to:
- (1) **Personal Injury** caused by an offense arising out of the conduct of your business, excluding advertising, broadcasting or telecasting done for you; and
 - (2) **Advertising Injury** caused by an offense committed in the course of advertising your goods, products or services; but only if:
 - (a) the offense was committed in the **Coverage Territory**;
 - (b) the offense was committed during the **Coverage Period**.

2. Exclusions

This coverage does not apply to:

- a. **Personal Injury** or **Advertising Injury**:
- (1) arising out of oral or written publication of material, if done by or at the direction of an **Insured** with knowledge of its falsity;
 - (2) arising out of oral or written publication of material whose first publication took place before the beginning of the **Coverage Period**;
 - (3) arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Insured**; or
 - (4) for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement.
- b. **Advertising Injury** arising out of:
- (1) breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (2) the failure of goods, products or services to conform with advertising quality or performance; or
 - (3) the wrong description of the price of goods, products or services.
 - (4) broadcasting - this exclusion shall not apply to **Personal Injury** or **Advertising Injury** resulting from telecasts or broadcasts by an **Insured** acting within the scope of employment by or duties on behalf of the **Member**.

COVERAGE C — MEDICAL PAYMENTS

1. Coverage Agreement.

- a. We will pay medical expenses as described below for **Bodily Injury** caused by an **Occurrence**:
 - (1) on premises you own or rent;
 - (2) on ways next to premises you own or rent; or
 - (3) because of your operations;provided that:
 - (1) the **Occurrence** takes place in the **Coverage Territory** and during the **Coverage Period**;
 - (2) the expenses are incurred and reported to us within one year of the date of the **Occurrence**; and
 - (3) the injured person submits to examination at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault but only at the discretion of the **Member** or **Pool**. The most we will pay is limited as described in *SECTION III — LIMITS OF COVERAGE*. We will pay reasonable expenses for:
 - (1) first aid at the time of an **Occurrence**;
 - (2) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expense for **Bodily Injury**:

- a. to any **Insured** - except volunteers;
- b. to a person hired to do work for or on behalf of any **Member** or a tenant of any **Member**;
- c. to a person injured on that part of premises you own or rent that the person normally occupies;
- d. to a person whether or not an employee of any **Member**, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
- e. included within the **Products/ Completed Operations Hazard**;
- f. excluded under **COVERAGE A**.

COVERAGE D — PUBLIC OFFICIALS LIABILITY

1. Coverage Agreement.

We will pay those sums which the **Insured** becomes legally obligated to pay as **Damages** by reason of a **Wrongful Act** to which this coverage applies committed in and arising out of discharge of public duties. The **Wrongful Act** must take place in the **Coverage Territory** and during the **Coverage Period**. However:

- a. We may investigate or settle any **Claim** or **Suit** pursuant to the rules established by the **Pool** Board of Directors.
- b. The amount we will pay for **Damages** is limited and described in *SECTION III — LIMITS OF COVERAGE*.
- c. Our right and duty to defend end when we have used up the applicable Limit of Liability in payment of **Damages** as described in *SECTION III — LIMITS OF COVERAGE*.

2. Exclusions.

Coverage under this section does not apply to:

a. *Fraud, Dishonesty, Intentional and Criminal Acts*

Any **Claim** that results in a judgment, final adjudication or admission that any **Insured** has committed any criminal, dishonest, illegal, intentionally malicious or fraudulent act. However, nothing contained in the foregoing shall exclude coverage to the public entity or to any other **Insured** who is not so adjudged to have committed such act or omission as described above.

b. *Bodily Injury, Property Damage, Personal Injury, or Advertising Injury or any occurrence that is excluded under Coverage A or B*

c. *Illegal Profit, Refund of Fees, Taxes or Overcharges*

Any **Claim** based upon the **Insured** gaining any profit or remuneration to which they were not legally entitled; or to any **Claim** seeking return of fees, taxes, grants or overcharges.

d. *Employee Benefits or Wages Wrongfully Withheld*

Any **Claim** seeking benefits or wages wrongfully withheld under federal, state or local law or any **Claim** arising from collective bargaining agreements.

e. *Failure to Purchase Insurance or Coverage*

Any **Claim** arising from the failure to purchase insurance or coverage or adequate insurance or coverage.

f. *Strikes, Riots, Civil Commotion*

Any **Claim** arising out of strikes, riots or civil commotion.

g. *Contractual Penalties, Breach of Contract, Contractual Liability.*

Any **Claim** based upon, arising out of, or, for breach of contract, breach of contract damages, contractual penalties or cost estimate overruns on any contract or project or liability assumed under any contract or agreement.

h. *Eminent Domain, Condemnation, Taking of Property*

Any **Damages** arising out of the principles of eminent domain, condemnation proceedings or the taking of property.

i. *Fiduciary Responsibility/ERISA*

Any **Claim** arising out of an **Insured's** activities in a fiduciary capacity or as a trustee or in any similar capacity or any actual or alleged violation of the Employee Retirement Income Security Act or any similar federal, state or local law.

j. *Non-Monetary Relief*

Any **Claim** seeking relief or redress in any form other than money damages or for any fees, including attorney fees, cost or expenses which the **Insured** may become obligated to pay as result of an adverse judgment for declaratory, injunctive, or other non-monetary relief.

k. *Debt Securities Financing*

a. arising directly or indirectly out of or contributed to by any actual or alleged violation of;

(1) The Securities Act of 1933, as amended;

(2) The Securities Exchange Act of 1934, as amended;

(3) The Public Utilities Holding Act of 1935, as amended;

- (4) The Trust Indenture Act of 1939, as amended;
 - (5) The Investment Company Act of 1940, as amended;
 - (6) Any State Blue Sky Laws; or
 - (7) Any state statute similar to, modeled on, or that creates liability similar to that established or created by a federal statute identified in paragraphs a) (1), (2), (3), (4) and/or (5) above.
- b. based upon common law principles of liability similar to any law listed in a. above; or
- c. involving, directly or indirectly:
- (1) Debt security financing, including but not limited to bonds, notes and debentures; or a **Member's** bankruptcy or receivership, or a **Member's** default on or under any bond, note or debenture; or
 - (2) The investment of, or the failure to invest, public funds, including but not limited to the use of derivative investment instruments.

SECTION II — WHO IS COVERED?

1. The **Member** governmental agency named on the declaration page.
2. Each of the following is an **Insured**, but only for acts within the scope of their employment by or duties on behalf of the **Member**:
 - a. Any elected or appointed official of the **Member**;
 - b. Any employee or authorized volunteer of the **Member**;
 - c. Any person officially appointed to a Board or Commission of the **Member**; or
 - d. Any **Law Enforcement Personnel** of the **Member**.

However, no **Insured** is covered for:

- a. **Bodily Injury** or **Personal Injury** to another **Insured** while in the course of his or her employment; or while performing duties related to his or her employment;
 - b. **Bodily Injury** or **Personal Injury** arising out of any physician or dentist providing or failing to provide professional health care services; or
 - c. **Property Damage** to property owned or occupied by or rented or loaned to that **Insured**, or any other **Insured**.
3. With respect to **Mobile Equipment** registered in your name under any motor vehicle registration law, any person is covered while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also covered but only with respect to liability arising out of the operation of the equipment, and only if no insurance of any kind is available to that person or organization for this liability. However, no person or organization is covered with respect to:
 - a. **Bodily Injury** to a co-employee of the person driving the equipment; or
 - b. **Property Damage** to property owned by, rented to, in the charge of, or occupied by you or the employer of any person who is covered under this provision.
 4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be covered if there is no similar coverage available to that organization. However;
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the **Coverage Period**, whichever is earlier;
 - b. Coverage does not apply to **Bodily Injury** or **Property Damage** that occurred before you acquired or formed the organization.

No person or organization is covered with respect to the conduct of any current or past partnership or joint venture that is not a **Member**.

SECTION III — LIMITS OF COVERAGE

1. Unless otherwise defined in any endorsements made part of this contract, **The Limits of Coverage** shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made, **Suits** brought or causes of action stated; or
 - c. Persons or organizations making **Claims** or bringing **Suits**.
2. **Combined Single Limit**

The Combined Single Limit is the most we will pay for the sum of:

 - a. **Damages** under Coverage A;
 - b. **Damages** under Coverage B;
 - c. Medical expenses under Coverage C because of all **Bodily Injury** and **Property Damage** arising out of any one Occurrence;
 - d. **Damages** under Coverage D;resulting from any related **Occurrence**, offense or **Wrongful Act**.
3. **Fire Damage Limit**

The Fire Damage Limit as shown on the Declaration page is the most we will pay under Coverage A for **Damages** because of **Property Damage** to premises rented to you arising out of any one fire.
4. **Medical Expense Limit**

The **Medical Expense Limit** of \$10,000 is the most we will pay under Coverage C for all medical expenses because of **Bodily Injury** sustained by any one person. Deductibles shall not apply to this coverage.
5. *We will pay, with respect to any **Claim** or **Suit** we defend:*
 - a. All **Loss Adjustment Expenses** we incur.
 - b. All reasonable expenses incurred by an **Insured** at our request to assist us in the investigation or defense of the **Claim** or **Suit**, including actual loss of earnings up to \$100 a day because of time off from work.
 - c. All costs taxed against an **Insured** in the **Suit**.
 - d. Prejudgment interest awarded against an **Insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, we will not pay any prejudgment interest based on that period of time after the offer.
 - e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.

Payments in 5. c., d. and e.) are subject to the limits stated above and reduce the amount of coverage available as specified in the Declarations, and are subject to paragraphs **1- 4** above.
6. The **Pool's** obligation to pay under **SECTION III - LIMITS OF COVERAGE** applies in excess of the deductible stated in the Declarations. The deductible amount shall be applicable to each **Occurrence**, offense or **Wrongful Act** and shall include **Loss Adjustment Expense** and any other costs or expenses, whether or not **Damages** are paid. This deductible will apply only once to any related **Occurrence**, offense or **Wrongful Act**. The limits of this **Coverage Document** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage. Upon demand by the **Pool**, the **Member** shall promptly reimburse the **Pool** for that part of the deductible amount that has been paid by the **Pool**.

SECTION IV — LIABILITY CONDITIONS

1. **Bankruptcy**

Bankruptcy or insolvency of the **Member** will not relieve us of our obligations under this **Coverage Document**.

2. **Duties in the Event of Occurrence, Claim, Suit or Wrongful Act**

- a. You must see to it that the **Authorized Claim Representative** is notified promptly of an **Occurrence**, offense or **Wrongful Act** which may result in a **Claim**. Notice should include:
 - (1) How, when and where the **Occurrence**, offense or **Wrongful Act** took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the **Occurrence**, offense or **Wrongful Act**.
- b. If a **Claim** is made or **Suit** is brought against any **Member**, you must see to it that the **Authorized Claim Representative** receives written notice of the claim or **Suit** as soon as practicable.
- c. You and any other involved **Insured** must:
 - (1) Immediately send the **Authorized Claim Representative** copies of any demands, notices, summonses or legal papers received in connection with the **Claim** or **Suit**;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the **Claim** or **Suit**; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any **Insured** because of injury or **Damages** to which this coverage may also apply.

No **Insured** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

No person or organization has a right under this **Coverage Document**:

- a. To join us as a party or otherwise bring us into a **Suit** asking for **Damages** from an **Insured**; or
- b. To sue us on this **Coverage Document** unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but we will not be liable for **Damages** that are not payable under the terms of this **Coverage Document** or that are in excess of the applicable Limits of Coverage.

An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

4. **Other Coverage or Insurance**

If valid and collectible insurance is available to an **Insured** for a **Claim** we cover under Coverages A, B or D of this **Coverage Document**, our obligations are limited as follows:

a. Primary Coverage

This coverage is primary except when b. below applies. If this coverage is primary, our obligations are not affected unless any of the insurance is also primary. Then, we will share with all that insurance by the method described in c. below.

b. Excess Coverage

This coverage is excess over any insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for **Your Work**;
- (2) That is Fire Insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, **Autos** or watercraft to the extent not subject to *SECTION I — COVERAGES*, Coverage A, Exclusions **F** and **T**.

When this coverage is excess, we will have no duty to defend any **Claim** or **Suit** that any insurer has a duty to defend. If no insurer defends, we will undertake to do so, but we will be entitled to the **Insured's** rights against all those insurers.

When this coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum or:

- (1) The total amount that all such insurance would pay for the loss in the absence of this coverage; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any insurance that is not described in this Excess Coverage provision and was not bought specifically to apply in excess of the Limits of Coverage shown in the Declarations of this **Coverage Document**.

c. **Method of Sharing**

If all of the insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the Loss remains, whichever comes first.

If any of the insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Representations

By accepting this **Coverage Document** you agree that:

- a. The statements in the **Declarations** are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this **Coverage Document** in reliance upon your representations; and
- d. You have received, reviewed, accepted and executed the **Intergovernmental Contract**.

6. Separation of Insureds

Except with respect to the Limits of Coverage and any rights or duties specifically assigned to the **Member**, this coverage applies:

- a. As if each **Insured** were the only covered **Insured**; and
- b. Separately to each one against whom **Claim** is made or **Suit** is brought.

7. Transfer of Rights of Recovery Against Others to Us

If the **Insured** has rights to recover all or part of any payment we have made under this **Coverage Document**, those rights are transferred to us. The **Insured** must do nothing after loss to impair them. At our request, the **Insured** will bring **Suit** or transfer those rights to us and help us enforce them.

8. Government Immunity

The issuance of this contract and coverage shall not be deemed a waiver of any statutory or common-law immunities that apply to any **Insured**. Use of the governmental immunity defense will be at our discretion. However, use of the governmental immunity defense by us shall not be used to deny coverage for any **Insured**.

9. Cancellation or Termination

- a. The **Member** shown in the Declarations may cancel or terminate this contract only as provided in the terms of the **Intergovernmental Contract**.
- b. We may cancel or terminate this contract as provided in the **Intergovernmental Contract**.
- c. If cancellation is for failure to make payments, we may cancel this contract by mailing or delivering the **Member** written notice of cancellation at least ten (10) days before the effective date of cancellation.
- d. We will mail or deliver our notice to the **Member** at the last mailing address known to us.
- e. Notice of cancellation will state the effective date of cancellation. The contract period will end on that date.
- f. If this contract is canceled, we will send the **Member** any **Premium** refund due. If we cancel, the refund will be pro rata.
- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Changes

This contract and the **Intergovernmental Contract** contain all the agreements between you and us concerning the coverage afforded. The **Member** must receive our consent to make changes in the terms of this contract. This contract's terms can be amended or waived only by endorsement issued by us and made a part of this contract.

11. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this contract at any time during the contract period and up to three years afterward.

12. Inspections and Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the **Premium** to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

13. Premium

The **Member**:

- a. Is responsible for the payment of all **Premium**; and
- b. Will be the payee for any return **Premium** we pay.

14. Transfer of Your Rights and Duties under this Contract

Your Rights and Duties under this contract may only be transferred with our written consent.

15. Liberalization Clause

In the event any extension or broadening of the coverage provided is made by or on behalf of the **Pool**, and:

- a. Such extensions or broadening of the coverage is to be effective while this Contract is in force or within 45 days prior to its inception; and
- b. The changes include coverage forms or other provisions that would extend or broaden this Contract by endorsement or substitution of form, without additional contribution;

The benefit of such extended or broadened coverage shall inure to the benefit of the **Insured** as though the endorsement or substitution of form had been made.

SECTION V — GENERAL EXCLUSIONS

1. Nuclear Energy Liability Exclusion

This exclusion modifies insurance provided under the following:

Coverage A — Bodily Injury and Property Damage Liability

Coverage B — Personal and Advertising Injury Liability

Coverage C — Medical Payments

Coverage D — Public Officials Liability

a. This insurance does not apply:

1. Under any Liability Coverage, to **Bodily Injury** or **Property Damage**:
 - (a) With respect to which an **Insured** under the coverage document is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) Resulting from the “hazardous properties” of “nuclear material” and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments coverage, to expenses incurred with respect to **Bodily Injury** or **Property Damage** resulting from the “hazardous properties” of “nuclear material” and arising out of the operation of a “nuclear facility” by any person or organization.
3. Under any Liability Coverage to **Bodily Injury** or **Property Damage** resulting from the “hazardous properties” of “nuclear material,” if:
 - (a) The “nuclear material” (a) is at any “nuclear facility” owned by, or operated by or on behalf of, an **Insured** or (b) has been discharged or dispersed therefrom;
 - (b) The nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **Insured**; or
 - (c) The **Bodily Injury** or **Property Damage** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility,” but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to **Property Damage** to such “nuclear facility” and any property thereat.

b. As used in this exclusion:

“Hazardous properties” include radioactive, toxic or explosive properties;

“Nuclear material” means “source material,” “special nuclear material” or “byproduct material”;

“Source material,” “special nuclear material,” and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”;

“Waste” means any waste material (1) containing “byproduct material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content and (2) resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility.”

“Nuclear facility” means:

1. Any “nuclear reactor”;
2. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing “spent fuel” or (3) handling, processing or packaging “waste”;
3. Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

“Property damage” includes all forms of radioactive contamination of property.

2. **Pollution Exclusion**

a. **Under Coverage A — Bodily Injury and Property Damage Liability** this insurance does not apply to:

1. **Bodily Injury or Property Damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured**;
 - (b) At or from any premises, site or location which is or was at any time used by or for any **Insured's** or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, sorted, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:
 - i. If the pollutants are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; or
 - ii. If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or access the effects of pollutants.

Subparagraphs (a) and (d) 1. do not apply to **Bodily Injury or Property Damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- iii. Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) **Claim or Suit** by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, asbestos, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

b. **Under Coverage B — Personal and Advertising Injury Liability.** This coverage does not apply to Personal Injury or Advertising Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

c. **Under Coverage D — Public Officials Liability** this coverage does not apply to:

1. Any **Claim** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, asbestos, chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, atmosphere or water.
2. Any request, demand or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

d. **Claims** or **Suits** alleging nondisclosure, inadequate inspection, misrepresentation, breach or warranty and/or any other allegation brought against any **Insured** or any person or organization for whom the **Insured** is legally liable and arising out of pollution.

3. **Absolute Sewer and Drain Exclusion**

- a. Under **Coverage A – Bodily Injury and Property Damage liability**, this coverage does not apply to any **Bodily Injury** or **Property Damage** arising in any way from, or in concurrence with, the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, back up or overflow of any water or sewage (including any pollutants contained therein) from any sewer, drain or sump (whether open or closed), or any pressure exerted by any sewer, drain or sump (whether direct or consequential.)
- b. Under **Coverage B – Personal and Advertising Injury liability**, this coverage does not apply to any **Personal Injury** or **Advertising Injury** arising in any way from, or in concurrence with, the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, back up or overflow of any water or sewage (including any pollutants contained therein) from any sewer, drain or sump (whether open or closed), or any pressure exerted by any sewer, drain or sump (whether direct or consequential.)
- c. Under **Coverage C – Medical Payments**, this coverage does not apply to any medical expenses incurred for **Bodily Injury** arising in any way from, or in concurrence with, the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, back up or overflow of any water or sewage (including any pollutants contained therein) from any sewer, drain or sump (whether open or closed), or any pressure exerted by any sewer, drain or sump (whether direct or consequential.)
- d. Under **Coverage D – Public Officials Liability**, this coverage does not apply to any **Claim** arising in any way from, or in concurrence with, the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, back up or overflow of any water or sewage (including any pollutants contained therein) from any sewer, drain or sump (whether open or closed), or any pressure exerted by any sewer, drain or sump (whether direct or consequential.)

SECTION VI — DEFINITIONS

1. Advertising Injury

Advertising Injury means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. Authorized Claim Representative

Authorized Claim Representative means the person or organization so designated by the **Pool**.

3. Auto

Auto means a land motor vehicle or trailer designed for use on public roads, including any attached machinery or equipment, but **Auto** does not include **Mobile Equipment**.

4. Bodily Injury

Bodily Injury means bodily injury, sickness, disease, disability, disfiguration, mental anguish or mental injury sustained by a person, including death, and any **Damages** sustained by any other person because of bodily injury resulting from any of these at any time.

5. Claim

Claim means a demand received by the **Member** for money or services including the service of **Suit** against the **Insured**.

6. Coverage Document

Coverage Document means the specific coverages and all terms and conditions, limits and deductibles adopted by you and designated in the Declarations.

7. Coverage Period

Coverage Period means the period from 12:01 a.m. of the effective date to 12:01 a.m. of the expiration date shown in the Declarations of the **Coverage Document**.

8. Coverage Territory

Coverage Territory means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
- c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a covered **Insured** whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The **Insured's** responsibility to pay **Damages** is determined in a **Suit** on the merits, in the territory described in a. above or in a settlement we agree to.

9. Damages

Damages means monetary judgment, exemplary or punitive damages, prejudgment interest thereon or settlement but does not include fines, costs or fees or attorney's fees that do not arise out of damages, civil penalties or **Damages** for which insurance is prohibited by law.

10. Impaired Property

Impaired Property means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:

- a. It incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
 - (1) The repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
 - (2) Your fulfilling the terms of the contract or agreement.

11. Insured

Insured means

- a. The **Member** named in the Declarations.
- b. All persons who were, are now or shall be lawfully elected or appointed officials of the **Member**;
- c. Members of commissions, boards or other units operating by and under the jurisdiction of such public entity and within apportionment of the total operating budget indicated in the application form, provided that the coverage afforded shall not extend to any of the following boards, commissions or units unless specifically endorsed hereon: schools, airports, transit authorities, hospitals, or housing authorities;
- d. All employees, and all persons who perform a service on a volunteer basis for the public entity and under its direction and control, and any persons providing services to the public entity under any mutual aid or similar agreement, and any authorized personnel, excluding physicians or dentists, providing emergency medical services or first aid, including the transportation of and immediate medical care provided to an emergency patient. The term "employee" shall not include any person working on a retainer or contractual agreement unless specifically endorsed to this contract.

12. Insured Contract

Insured Contract means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. An elevator maintenance agreement; or
- g. The part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay **Damages** because of **Bodily Injury** or **Property Damage** to a third person or organization, if the contract or agreement is made prior to the **Bodily Injury** or **Property Damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Insured Contract does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or **Damages** arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or **Damages**;
- b. Under which the covered entity, if an architect, engineer or surveyor, assumes liability for injury or **Damages** arising out of the rendering or failing to render professional services, including those listed in a. above and supervisory, inspection or engineering services; or
- c. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
- d. That indemnifies any physician or dentist for injury resulting from providing or failure to provide health care services.

13. Intergovernmental Contract

Intergovernmental Contract means the **Intergovernmental Contract** for the Michigan Municipal League Liability and Property Pool.

14. Law Enforcement Activities

Law Enforcement Activities means operations or activities of **Law Enforcement Personnel** engaged in or conducted in furtherance of your prevention or control of crime or the apprehension of persons believed to have or alleged to have violated criminal laws, including ordinances and/or resolutions.

15. Law Enforcement Personnel

Law Enforcement Personnel means the following personnel:

- a. Those who are authorized to exercise general powers of arrest. Included in this category are:
 - (1) Police chief and county sheriff, exercising powers of arrest; and
 - (2) Police officers and county deputies, exercising powers of arrest.
- b. Those who do not deal directly with the public or only exercise limited power of arrest under the direct supervision of a certified officer. Included in this category are:
 - (1) Jailers/matrons, turn keys/correction officers;
 - (2) Auxiliary, reserve police officers, or posse members under the direct supervision of a certified police officer (only) exercising arrest powers;
 - (3) Court security;
 - (4) Civil process officers; and
 - (5) Constables.
 - (6) Crime prevention officers.
- c. Those who do not exercise power of arrest and whose duties are only administrative in nature. Included in this category are:
 - (1) Commissioners;
 - (2) City Council / Village Council / Township Board Members;
 - (3) Mayor;
 - (4) City Manager / Administrator / County Coordinator;
 - (5) Auxiliary or reserve police officers or posse;
 - (6) Coroner; and
 - (7) School crossing guards / animal control officers.

- d. Those whose ordinary duties are only indirectly related to the enforcement of criminal laws. Included in this category are:
 - (1) Clerical Staff / Fingerprinting / License Examination;
 - (2) Stenographic Personnel / Food Service / Photographic; and
 - (3) Dispatcher / Record Keeping Duties.
- e. Chaplains

16. Loading or Unloading

Loading or Unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
- b. While it is in or on an aircraft, watercraft or **Auto**; or
- c. While it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered; but **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.

17. Loss Adjustment Expense

Loss Adjustment Expense means all court costs, fees and expenses, interest, fees for service of process, fees to attorneys, costs of undercover operative and detective services, fees of independent adjusters or attorneys for investigation or adjustment of **Claims** beyond initial investigation, cost of employing experts for preparation of maps, photographs, diagrams, chemical or physical analysis or for advice, opinion or testimony concerning **Claims** under investigation or in litigation, costs for legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings, costs for copies of any public records, costs of deposition and court reported or recorded statements, and any other similar fees, costs or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of a **Claim** or loss or to the protection and perfection of the subrogation rights of any **Insured** covered by a contract issued hereunder, excluding expenses of salaries of employees and excluding expenses by the claims handling company.

18. Member

Member means the governmental agency named on the Declarations page.

19. Mobile Equipment

Mobile Equipment means any of the following types of land vehicles, including any attached machinery or equipment.

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Autos**:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air Compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

20. Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

21. Personal Injury

Personal Injury means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, or eviction of a person from, a room, dwelling, or premises that the person(s) occupies, or other invasion of the right of private occupancy;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy.

22. Pool

Pool means the Michigan Municipal League Liability and Property Pool.

23. Premium

Premium means your payment to the **Pool**.

24. Products/Completed Operations Hazard

- a. **Products / Completed Operations Hazard** includes all **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Product** or **Your Work**, except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned.

- b. **Your Work** will be deemed completed at the earliest of the following times:

- (1) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (2) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete, will be treated as completed.

- c. This hazard does not include **Bodily Injury** or **Property Damage** arising out of:
 - (1) The transportation of property, unless the **Bodily Injury** or **Damage** arises out of a condition in or on a vehicle created by the **Loading or Unloading** of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or completed operations for which the classification in this **Coverage Document** or in our manual of rules includes products or completed operations.

25. **Property Damage**

Property Damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it.

26. **Suit**

Suit means a civil proceeding in which **Damages** because of **Bodily Injury, Property Damage, Personal Injury, Wrongful Acts, or Advertising Injury** to which this insurance applies are alleged. **Suit** includes:

- a. An arbitration proceeding in which such **Damages** are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such **Damages** are claimed and to which you submit with our consent.

27. **Wrongful Act**

Wrongful Act means any actual or alleged error or misstatement or act of omission or neglect or breach of duty including misfeasance, malfeasance or nonfeasance including violation of civil rights, discrimination (unless coverage thereof is prohibited by law), but only with respect to liability other than for fines and penalties imposed by law and improper service of process, by the **Member** in their official capacity, individually or collectively, or any matter claimed against them solely by reason of their having served or acted in an official capacity. All **Claims** and **Damages** arising out of the same or substantially same or continuous or repeated **Wrongful Act** shall be considered as arising out of one **Wrongful Act**.

28. **Your Product**

Your Product means:

- a. Any goods or products other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment finished in connection with such goods or products.

Your Product includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

29. Your Work

Your Work means:

- a. Work or operations performed by you on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your Work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.



Liability & Property Pool

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

1. COVERAGE

To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as a result of **Damages** sustained by an employee, prospective employee, former employee or the beneficiaries or legal representatives thereof, caused by any **Wrongful Act** of the **Insured**, or any other person for whose acts the **Insured** is legally liable in the **Administration** of the **Insured Employee Benefit Programs** as defined herein, and the **Pool** shall have the right and duty to defend, in the **Insured's** name and behalf, any **Suit** against the **Insured** alleging **Damages**, even if such **Suit** is groundless, false or fraudulent.

The **Pool** may make such investigation and settlement of any **Claim** or **Suit** as it deems expedient, but the **Pool** shall not be obligated to pay any **Claim** or judgment or to defend any **Suit** after the applicable limit of the **Pool's** liability has been exhausted by payment of judgments or settlements.

2. EXCLUSIONS

This coverage does not apply to:

- a. any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;
- b. **Bodily Injury** to any person, sickness, disease, or death of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- c. any **Claim** for failure of performance of contract by any insurer, including failure of any **Employee Benefit Program**;
- d. any **Claim** based upon the **Insured's** failure to comply with any law concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits;
- e. any **Claim** based upon:
 - (1) failure of stock to perform as represented by a Insured; or,
 - (2) the investment or non-investment of funds;
- f. any Claim based upon any actual or alleged **Wrongful Acts** or breach of duty committed, or alleged to have been committed, by a trustee **Insured** in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employees Retirement Income Security Act of 1974 (or any regulations promulgated thereunder), or similar provisions of any Federal, State, or Local Statutory Law or Common Law.

4. **LIMIT OF COVERAGE**

The Limit of Coverage stated in the Declarations as applicable to each **Occurrence** is the total limit of the **Pool's** liability for all **Damages** arising out of all acts or omissions in connection with the same **Wrongful Act**, regardless of the number of claims or claimants. Subject to the foregoing provision respecting Each **Occurrence**, the Limit of Coverage stated in the Declarations as aggregate is the total limit of the **Pool's** liability hereunder for all **Damages** during each **Coverage Period**.

The inclusion in this coverage form of more than one Insured shall not operate to increase the limit of the **Pool's** liability.

The **Pool** may pay any part of, or all of, the deductible amount to effect settlement of any **Claim** or **Suit** and upon notification of the action taken, the **Pool Insured** shall promptly reimburse the **Pool** for such part of the deductible amount as has been paid by the **Pool**.

5. **COVERAGE PERIOD AND TERRITORY**

This coverage form applies to **Wrongful Acts** which occur during the **Coverage Period** and within the **Coverage Territory**, and to **Claims** therefrom which are under the legal jurisdiction of a court of equity within the **Coverage Territory**.

6. **DEFINITIONS**

a. **Employee Benefit Programs** means group life insurance, group health insurance, disability benefits insurance, group dental and/or vision plans, pension plans, social security benefits and unemployment insurance.

b. **Administration** means:

- (1) giving explanation to employees with respect to the **Employee Benefit Programs**;
- (2) interpreting the **Employee Benefit Programs**;
- (3) handling of records in connection with the **Employee Benefit Programs**;
- (4) effecting enrollment, termination or cancellation of employees under the **Employee Benefit Programs**;

provided all such acts are authorized by the **Pool Insured**.

UNLESS MODIFIED HEREIN, ALL TERMS AND CONDITIONS OF THE COVERAGE DOCUMENT APPLY.



michigan municipal league

Liability & Property Pool

CEMETERY OPERATIONS COVERAGE

This endorsement modifies coverage provided under the following:

Section I - Municipal Liability Coverage MML200

Coverage A. Bodily Injury and Property Damage Liability

Bodily Injury and **Property Damage** Liability is extended to cover **Damages** arising out of any act or omission committed by the **Member** (or by any person for whose acts or omissions the **Member** is legally responsible) in the operation of a cemetery, including injury to or destruction of deceased human bodies, the clothing, personal effects or cremated remains thereof, any casket, urn, vault or like container.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



michigan municipal league

Liability & Property Pool

LIABILITY ADDITIONAL INTEREST ENDORSEMENT

Contract Number: MML001325327

Effective Date: 7/1/2020
12:01 A.M. Standard Time

Pool Member: City of Albion

This endorsement modifies coverage provided under the following:

Section I - Municipal Liability Coverage - MML200

Coverage as provided under the above is extended to the following person or organization solely as respects the interest shown. The inclusion of such additional interest shall not operate to increase the limit of the Pool's liability.

Name & Address	Interest
Amtrak Real Estate Development Dept. 30th Street Station, Box 25 Philadelphia, PA 19104	Evidence of Coverage solely with respect to: Account #21-07-302/1.
Calhoun County, The Board Of County Road Commissioners MDOT Mi	Additional Insured solely with respect to: MDOT Permitted Activities

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



LIABILITY ADDITIONAL INTEREST ENDORSEMENT

Contract Number: MML001325327

Effective Date: 7/1/2020
12:01 A.M. Standard Time

Pool Member: City of Albion

This endorsement modifies coverage provided under the following:

Section I - Municipal Liability Coverage - MML200

Coverage as provided under the above is extended to the following person or organization solely as respects the interest shown. The inclusion of such additional interest shall not operate to increase the limit of the Pool's liability.

Name & Address	Interest
Norfolk Southern Railway Company Three Commercial Place Norfolk, VA 23510	Additional Insured solely with respect to: Building / Land Lease Agreement, File #1074641, Lease concerning the use of the land with an area of 0.62 acres, more or less, at MP 95.00 in Albion, Calhoun County, MI.
Brooks Building 1551 Charlotte Landing Springport, MI 49284	Additional Insured solely with respect to: Vacant land (40 acres) located at the cross streets of East Michigan & Brooks Rd., Albion, MI 49224.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



michigan municipal league

Liability & Property Pool

LIABILITY ADDITIONAL INTEREST ENDORSEMENT

Contract Number: MML001325327

Effective Date: 7/1/2020
12:01 A.M. Standard Time

Pool Member: City of Albion

This endorsement modifies coverage provided under the following:

Section I - Municipal Liability Coverage - MML200

Coverage as provided under the above is extended to the following person or organization solely as respects the interest shown. The inclusion of such additional interest shall not operate to increase the limit of the Pool's liability.

Name & Address	Interest
Albion College 611 E. Porter St. Albion, MI 49224	Additional Insured solely with respect to: Events held at the college during the year.
Marshall Public Schools 100 Green St. Marshall, MI 49068	Additional Insured solely with respect to: Use of Marshall Public School buildings and facilities for recreation programs, school liaison activities sponsored by the City of Albion's Recreation Department.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



LIABILITY ADDITIONAL INTEREST ENDORSEMENT

Contract Number: MML001325327

Effective Date: 7/1/2020
12:01 A.M. Standard Time

Pool Member: City of Albion

This endorsement modifies coverage provided under the following:

Section I - Municipal Liability Coverage - MML200

Coverage as provided under the above is extended to the following person or organization solely as respects the interest shown. The inclusion of such additional interest shall not operate to increase the limit of the Pool's liability.

Name & Address	Interest
Albion Community Foundation 1002 N. Eaton St. Albion, MI 49224	Additional Insured solely with respect to: Lease Agreement dated February 28, 2018 for two offices leased at 1002 N. Eaton St., Albion, MI 49224.
St. John The Evangelist Catholic Church 1020 Irwin Ave. Albion, MI 49224	Additional Insured solely with respect to: Use of premises as a polling location for elections held throughout the year.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



Liability & Property Pool

POLLUTION EXTENSION FOR FIRE DEPARTMENT AND HAZARDOUS RESPONSE TEAM ACTIVITIES

This endorsement modifies coverage provided under the following:

MUNICIPAL LIABILITY COVERAGE - MML 200

Under **SECTION V - GENERAL EXCLUSIONS**, the following is added to Section **2 Pollution Exclusion**, item. **a. 1.**

A This exclusion does not apply to:

1. Firefighting activities, including training burns, intentional demolition or burns for purpose of limiting a fire, or the discharge of "pollutants" for the purpose of controlling a fire.
2. **Bodily Injury or Property Damage** caused by the **Insured's** fire department or hazardous response team responding to a contamination caused by a third party unrelated to the **Insured**.

B SUBLIMIT OF COVERAGE

The Sublimit of Coverage shown in the Schedule is the most we will pay for **Bodily Injury or Property Damage** as provided in this endorsement. Regardless of the number of **Insureds**, **Claims** made or **Suits** brought, or persons or organizations making **Claims** or bringing **Suits** under this endorsement, our liability is limited as follows:

1. The Aggregate Limit for this Sublimit is equal to 1 times the EACH OCCURRENCE Limit shown in the *LIABILITY DECLARATIONS* for all **Damages** and **Loss Adjustment Expense** payable under this endorsement,; and
2. The Sublimit of Coverage provided by this endorsement is a part of the Limits of Coverage shown in the Declarations and is subject to the Aggregate Limit identified in B.1., above.

The Sublimit of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Sublimit of Coverage.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN THE SAME.



SEWER AND DRAIN COVERAGE EXTENSION

This endorsement modifies coverage provided under the following:

- MML200 – MUNICIPAL LIABILITY COVERAGE:**
- COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**
- COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**
- COVERAGE C – MEDICAL PAYMENT**
- COVERAGE D – PUBLIC OFFICIALS LIABILITY**

IMPORTANT NOTICE

The Sublimits of Coverage contained in this endorsement are reduced, and may be completely exhausted, by the payment of Loss Adjustment Expense and, in such event, we will not be obligated to pay any further Loss Adjustment Expense or sums which the Insured is or may become legally obligated to pay as damages under this endorsement. In the event the Sublimits of Coverage under this endorsement become exhausted, no further coverage is provided by this endorsement.

SCHEDULE

Sublimits of Coverage	\$100,000	Each Occurrence Limit
	\$100,000	Aggregate Limit
	\$ 0	Deductible

A. SEWER AND DRAIN INSURING AGREEMENT

Subject to item, **B. SUBLIMITS OF COVERAGE** below, we will pay those sums that the **Insured** becomes legally obligated to pay as **Damages** because of **Bodily Injury, Property Damage, Damages, Personal Injury** or **Advertising Injury**, or **Loss Adjustment Expense** for each **Occurrence** arising from the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, back up or overflow of any water or sewage from any sewer, drain or sump (whether open or closed) during the **Coverage Period**.

B. SUBLIMITS OF COVERAGE

The Sublimits of Coverage shown in the Schedule are the most we will pay for as **Damages** because of **Bodily Injury, Property Damage, Damages, Personal Injury** or **Advertising Injury**, or **Loss Adjustment Expense** coverage as provided by this endorsement. Regardless of the number of **Insureds, Claims** made or **Suits** brought, or persons or organizations making **Claims** or bringing **Suits** under this endorsement during the **Coverage Period**, our liability is limited to the Aggregate Limit shown in the Schedule and is the most we will pay for the sum of all **Damages** because of **Bodily Injury, Property Damage, Damages, Personal Injury** or **Advertising Injury**, or **Loss Adjustment Expense** payable under this endorsement.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

memo



Albion Economic Development Corporation

To: City of Albion – City Council
From: Virgie Ammerman, President / CEO
Date: February 14, 2023
Re: Albion Housing Champion Goals FY23 – FY26

Housing Champion Goals FY23 – FY26

Existing and New Opportunities: Significant Housing Shortage in Albion plus Increased Housing Needs Due to Marshall Mega Site

Referencing both the City’s Comprehensive Plan and the Albion EDC’s Strategic Plan, Albion’s Housing Champion will focus on housing for all stakeholders in Albion. Both plans indicate a strong need for and focus on housing; the intersections in the plans can be used to strengthen the Housing Champion’s initiatives.

Housing needs vary by demographics, geographics, income levels, and populations served. Various funding sources are triggered by specific housing needs. For both the City’s Comprehensive Plan and the EDC’s Strategic Plan to be fulfilled, it is imperative the Albion Housing Champion be the ‘Go To’ for all housing initiatives to create a consistent landing point for developers interested in doing business in Albion.

Now that the Governor has shifted the allocation of CDBG dollars to MSHDA (away from the MEDC), it is even more imperative the Housing Champion lead the discussions for all housing in Albion and be responsible for alignment of resources and partnerships to create the highest volume and quality of diverse housing options possible.

Solution and Accountability: Albion Economic Development Corporation Leadership Serves as Housing Champion

Albion's significant level of Mixed-Use Zoning provides the Housing Champion a unique opportunity to engage in complex and advantageous capital stacks to create both housing and commercial spaces throughout the City's Corridors.

Stakeholders interested in a high volume and quality of housing include:

- Broad Community
- Senior Population
- Youth Population
- Families
- Youth Aging Out of Foster Care
- ALICE Population
- Impoverished
- Disabled
- Professionals
- Working Class
- Underrepresented
- Underserved
- BIPOC
- Academia in the Community
 - Albion College
 - KCC
 - K-12 Academics

Types of housing needed include:

- Market Rate Housing for Lease
- Market Rate Housing for Purchase
- Senior Housing, Market
- Senior Housing, Affordable
- Permanent Supportive Housing
 - Senior
 - Disabled
 - Recovering
 - Transitional
 - Homeless
- Veteran Supportive Housing
- Missing Middle
- Affordable Housing for Lease
- Affordable Housing for Purchase
- Single Family Homes
- Multi-Family Condos and Apartments

References

City of Albion Comprehensive Plan Excerpts:

Figure 28: Missing Middle Housing



1. SUPERIOR STREET CORRIDOR

The Superior Street corridor extends from Austin Avenue to the City's southern border. At the Michigan Avenue intersection, it turns into the M-99 state highway. The predominant land use along the corridor is either residential or commercial, with commercial concentrated in the downtown stretch between Vine Street on the north and Ash Street on the south.



2. AUSTIN AVENUE CORRIDOR

The Austin Avenue corridor extends from Superior Street on the east to the western City border where it turns into the M-199 state highway. The predominant land uses along the corridor are either residential or commercial. This corridor also has a lot of vacant sites and/or open space.



3. EATON STREET CORRIDOR

The Eaton Street corridor extends from the City's northern border where it intersects with I-94 to the intersection with Austin Avenue. It is also part of the I-94 business loop. The predominant land use along the corridor is commercial and the character is retail- and service-oriented, especially nearing the I-94 interchange.



4. MICHIGAN AVENUE CORRIDOR

The Michigan Avenue (M-99) corridor extends from Superior Street on the west to the City's eastern border. The predominant land uses along the corridor are either commercial or residential, being more residential on the eastern side of the corridor. The corridor also runs through the Albion College Campus.

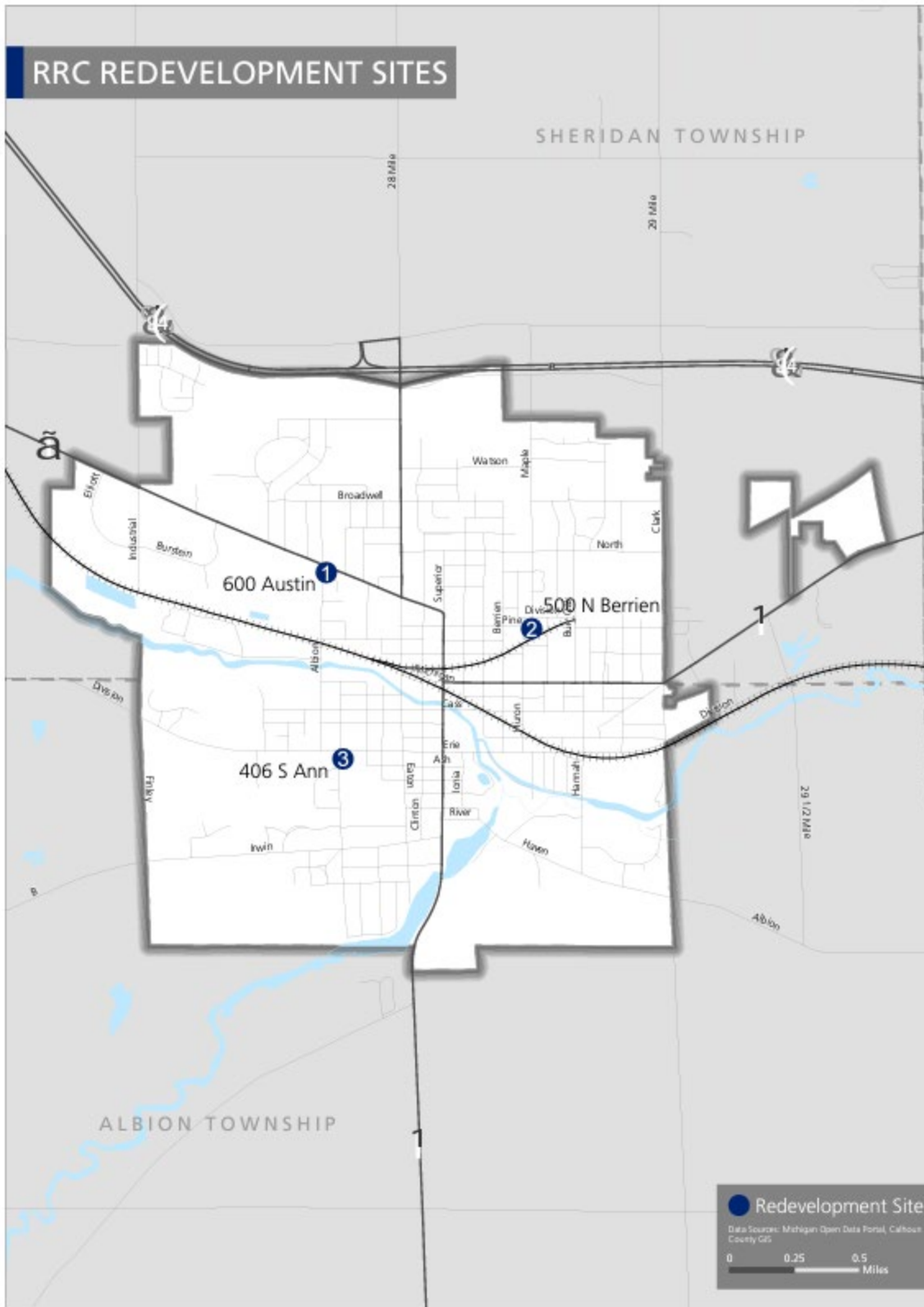


REDEVELOPMENT PROPERTIES

The Michigan Economic Development Corporation (MEDC) runs the Redevelopment Ready Communities (RRC) program, and the City of Albion is an RRC Certified® community. The certification acknowledges the City's efforts to be transparent, predictable, and efficient in the economic development process. To achieve

certification, the City aligned with the program's standards and best practices for planning, zoning, and economic development. One of the best practices is a routinely updated list of potential redevelopment sites that are underutilized and could better serve the community. The City of Albion has selected three priority redevelopment sites, summarized on the following pages.

Map 11: RRC Redevelopment Sites



1

AUSTIN 600 BLOCK



PROPERTY DESCRIPTION

The 600 Austin Block site is well-suited for mixed-use and commercial development that could provide goods and services to residents of adjacent neighborhoods, Albion Industrial Park employees, travelers, and users of adjacent McAuliffe Park. 600 Austin Block was historically a commercial corridor populated with BIPOC owned businesses that made for an attractive gateway from the west into the City.

As commercial development moved towards the I-94 interchange, many businesses along Austin Ave closed. Infill development would fulfill the desire of citizens to bring back a sense of vibrancy and community once associated with this historically important commercial corridor.

BASIC SITE INFORMATION

ZONE	Mixed Use
SIZE	19,253 sf
UTILITIES	Electric, gas, sewer, water
FEATURES	Build to suit
OWNER	Albion Brownfield Authority
SALES PRICE	Negotiate terms

COMMUNITY VISION

Residents have expressed the idea that 600 Austin Block could be developed as a flexible community space with infrastructure that would allow it to support Food Truck rallies or small, seasonal Pop-up Businesses, particularly BIPOC-owned businesses.

2

UNION STEEL BERRIEN



PROPERTY DESCRIPTION

Union Steel Berrien includes two sites along an existing rail spur, just north of Michigan Avenue (M-99), and walking distance from downtown and the Albion College campus. Residential properties and small businesses on currently surround the parcels.

The Albion Economic Development Corporation is accepting proposals from firms with an interest in developing these parcels. The City Planning Commission and City Council hold the right to approve or deny specific building site developments based on codes and covenants. This location has ready information on the following: Target Market Analysis, some Environmental Reports, soil conditions, demographic data, natural features, and GIS information.

BASIC SITE INFORMATION

ZONE	Residential; Mixed Use available
SIZE	9.94 acres
UTILITIES	Electric, gas, sewer, water
FEATURES	Build to suit
OWNER	Calhoun County Land Bank (parcel 1); Albion Brownfield Authority (parcel 2)
SALES PRICE	Negotiate terms

COMMUNITY VISION

The City of Albion Economic Development Corporation is in the process of developing a Place Plan for the site. The property is well suited for residential development, and the Place Plan will outline types of residential development that would be appropriate for the site.

3

DALRYMPLE SCHOOL



PROPERTY DESCRIPTION

The Dalrymple School site is a prime location connected to infrastructure that could be developed with a variety of housing types that the Albion community desires. The site is inside a well-established residential area within four blocks of downtown Albion, one-half mile away from highway M-99, and less than two miles from the Eaton Street commercial corridor and I-94 interchange, making it a desirable location for commuters. Holland Park, which includes a playground and picnic pavilion, is just three blocks north of the Dalrymple School site. Downtown Albion is vibrant and growing; the Albion River Trail runs alongside the Kalamazoo River; and Albion College northeast of downtown, offering educational, cultural, and recreational opportunities for residents.

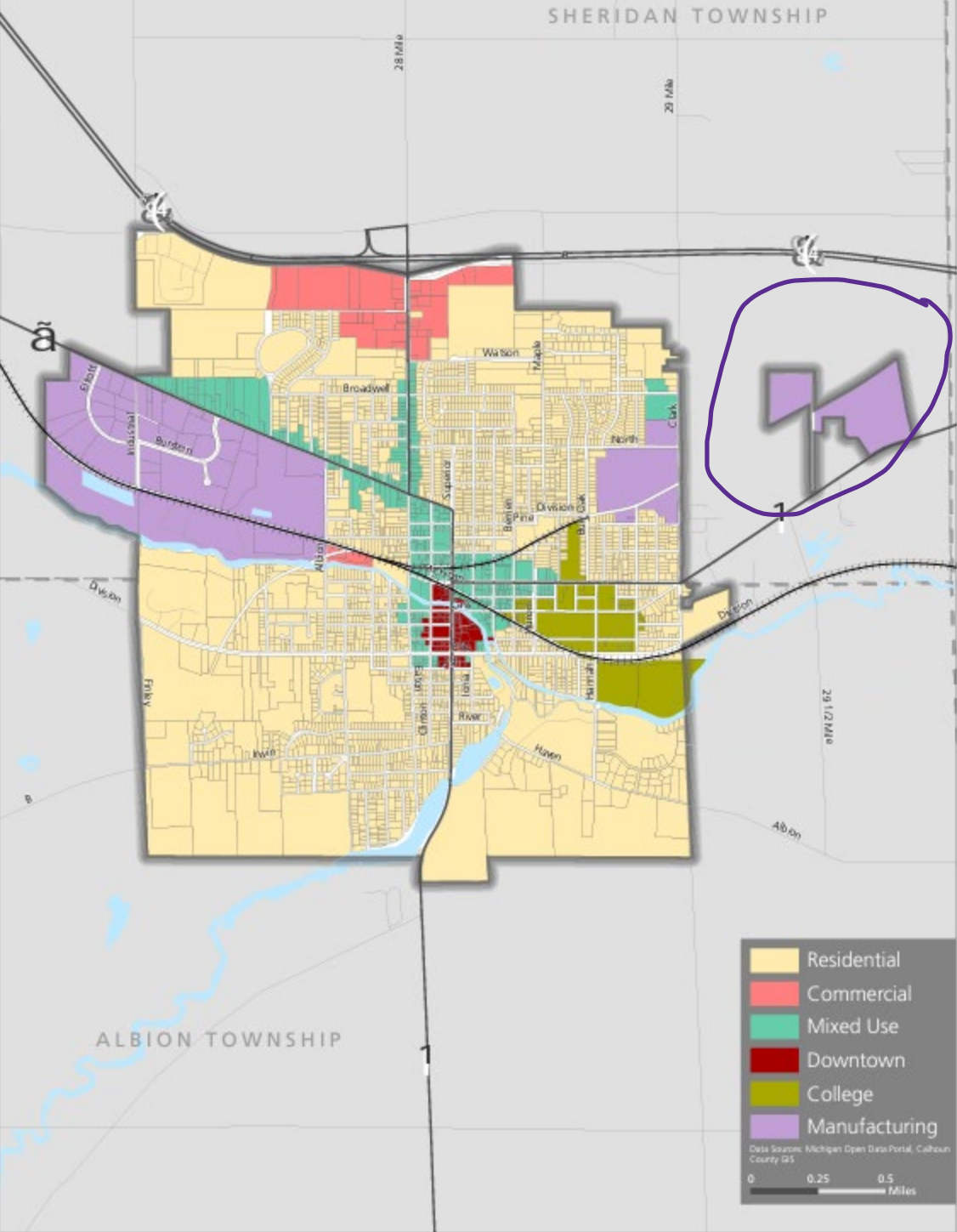
BASIC SITE INFORMATION

ZONE	Residential
SIZE	10.93 acres
UTILITIES	Electric, gas, sewer, water
FEATURES	Build to suit
OWNER	City of Albion
SALES PRICE	Negotiate terms

COMMUNITY VISION

The community's vision for this infill site is based on the desire to see new housing development in already-established residential areas. Desired housing centers around "missing middle" housing that is attractive to residents of all ages who seek smaller homes on smaller lots that are easier to maintain. The community has overwhelmingly expressed the desire to see a variety of new single- and multi-family housing located in or adjacent to already established neighborhoods, and nearby to commercial areas, and social, arts and cultural and recreational amenities.

FUTURE LAND USE



HOUSING GOAL 2: Provide a diverse range of high-quality housing options for all income levels and life stages.

ACTION ITEM	RESPONSIBLE PARTY	PARTNERS	TIMEFRAME
(a) Expand, diversify, and market housing options to meet the needs of residents of varying life stages, lifestyles and income levels (e.g. Senior/retirement living, College corridor neighborhood, downtown lofts, affordable and low income housing, etc.)	Planning and Zoning; EDC	Private and nonprofit housing developers; HUD; MSHDA; RRC	1-10 years
(b) Encourage all new commercial development in and around the downtown to include a residential element	Planning and Zoning; EDC		Ongoing

Albion Economic Development Strategic Plan Excerpts:

HOUSING

STRENGTHEN HOUSING MARKET AND HOUSING STOCK

OBJECTIVE	OWNER	METRIC
Utilize incentives and resources to encourage developers to choose Albion and develop diverse housing options based on an updated Target Market Analysis.	AEDC	Relationships will be formed with housing developers interested in Albion projects.

Create Place Plans for 500 Berrien, Dalrymple, Urban Renewal and Kalamazoo River Development Site to attract housing developments

AEDC

Marketing tool will offer developers a clear understanding of what the City, its partners and residents want to see at each of the development sites

Support establishment of market rate for new construction development in Albion

AEDC/City

Albion comparable data will be available for attainable housing options

Advocate for attainable housing that meets the needs of the City's businesses and workforce and residents through public and private partnerships to improve overall housing stock in Albion

City, AEDC, Albion College & Albion Community Foundation

Collaborative efforts to diversify housing stock and add attainable options to attract a wide range of residents to Albion

Research and explore the possibility of a housing development incubator, incremental development resources or a real estate investment trust

AEDC

Research will support next action items

Albion EDC President/CEO Year 1 Performance Expectations Form

Week Beginning

Select a period to highlight at right. A legend describing the charting follows.

Period Highlight:

ACTIVITY	PERCENT COMPLETE	
Provide and explain an understandable and balanced budget for FY 2023, to be approved by the EDC board and City no later than December 15, 2022. Manage costs and programming to operate within the approved budget while ensuring financial sustainability.	100%	Complete
Manage Costs and programming to operate within the approved budget while ensuring financial stability through March 31 2023	85%	Finalize in March 2023
Diversify and grow revenue streams to include grant opportunities such as the following (plus others as identified)	100%	CEDAM, AmeriCorp, SBDC, Brownfield, Shared Services DDA, Grant Administration
USDA Rural Development Grant – fund entrepreneurship specialist, build-out E-Programming (January -June 2023 application window)	100%	Grants Requests - Add'l Revolving Funds & Ops Funding
MEDC Site Readiness – Build out of 425 Property Industrial Park (Infrastructure Needs)	100%	Published in Site Selection Magazine; partnering with the MEDC and City of Albion
Identify financial vehicles for sale proceeds of 910 BURSTEIN, with ability to draw down for operations as required.	100%	City of Albion Finance Department identified investments
Team Development: Assess landscape and capacity needs of the EDC Team to allow for adequate coverage and responsiveness to projects/prospects.	100%	(1) CEO (Business Attraction/Retention, Housing and Community Development Champion, Project Manager, Relationship Manager); (2) Communications/Marketing/Branding Specialist; (3) Financial Analyst (Contract - as needed); (4) Collaboration Coordinator; (5) Entrepreneur Focus (Northern Initiatives / SBDC), (6) Admin/Board Liaison
Revolving Loan Fund (RLF)– develop local program reporting and annual update process.	0%	March ToDo Item
Identify and create financial literacy growth opportunities for community members.	10%	CSA Program - March ToDo Item, set up exploratory committee
Have one-on-one discussion with each EDC Board Member over the first 3 months and leverage board relationships for community/company introductions.	100%	Complete; maintaining monthly connectivity
Work with EDC Board to grow governance and strategic capacity within the board in order to improve board members' experiences and to attract future board members.	100%	Board Chair Collaboration; Scheduling training in March; expand size of board
Build a relationship with the Albion Reinvestment Corporation's Board to understand the Big Albion Plan Redevelopment, including future phasing, and identify ways for the EDC to collaborate with ARC.	100%	Complete
Develop and launch a social media communication strategy allowing for consistent messaging from the office of Albion Economic Development.	100%	FB, Website, LinkedIn, ListServ Sign Up, Regular email communications, Albion IS website.
Continue to implement new branding collateral to align more readily with the City of Albion, the DDA, Chamber, Albion College, Albion Foundation.	100%	Ongoing
Embrace new technological tools for communicating and planning; maintain Hub Spot as a resource and library for historical documentation and planning.	100%	365, PM Software, Hubspot, Zoom, Free Conference Call, Calendry, Eliminate DropBox
Be visible in the community by attending a wide variety of functions as well as contribute to other organizations via memberships, speaking engagements, leadership, and partnering.	100%	See Presidents Report and Call Report for Details

ACTIVITY	PERCENT COMPLETE	
Reconvene annual retention visits with existing manufacturing base to identify any challenges or expansion opportunities.	100%	Complete
Compile a list of potential large-scale partners who are interested in potentially bringing seven figure business opportunities to Albion.	100%	Meijer, Amazon, and Supply Park for Mega Site
Reconvene Workforce Taskforce and set 2 objectives for the 2023 fiscal year.	100%	Objectives = Industrial Led Collaborative, YouthBuild, alert business owners of training dollar opportunities
Develop an industrial/business attraction committee for a proactive attraction strategy	100%	Complete
Foster entrepreneurship and small business development in the City of Albion.	100%	SBDC Partnership and Dedicated Personnel; Northern Initiatives; 20 Entrepreneurs in process; published Entrepreneur Process and Resources
Launch Networking Roundtables offering training on topics of interest to build upon opportunities for small businesses to network and work together for greater success.	50%	Workforce Dev Committee / Chamber / SBDC / KCC / North Initiatives Collaborative
Develop an expert assistance program for legal, financial and marketing that allows small businesses access to expert assistance for free or low costs.	50%	Workforce Dev Committee / Chamber / SBDC / KCC / North Initiatives Collaborative
Participate in the Match on Main Fall 2022 round as the Albion lead, partnering with a downtown small business for a competitive project to submit to the State.	100%	Galazio's of Albion winner
Grow the technical assistance & counseling offered to our minority and women owned small businesses, while continuing to partner with Small Business Development Center (SBDC) for expert counseling assistance when appropriate.	50%	Workforce Dev Committee / Chamber / SBDC / KCC / North Initiatives Collaborative
Identify and begin to attract mixed-use development to the downtown through continued partnership with Albion Reinvestment Corporation (ARC) and the Big Albion Plan for redevelopment, including finalizing local approvals for Phase I (101-119 S Superior Redevelopment).	100%	Phase I Financial Close March 28 2023; qualifying candidates for commercial occupancy
Build relationships with development teams that are interested in downtown development while contributing financial incentive expertise to obtain a favorable result such as	100%	
Albion Malleable Brewing Company expansion project (Brownfield TIF)	100%	Supporting Owners / Investors
Austin School Redevelopment – currently in pre-development, Brownfield incentives will be required	100%	Actively Seeking an Investor
Other projects identified in alignment with the City Master Plan	100%	CDBG 4 units over Food Hub
Administer a successful Albion Brownfield Redevelopment Authority (BRA) program, maintaining required reporting and ensuring a smooth process between the City, Assessor and EDC.	100%	Complete
Utilize incentives and resources to diversify housing stock options, while encouraging development of attainable (workforce) housing such as	100%	CDBG 4 units above Food Hub
Assume lead convener or Zero Day/Urban Renewal Housing Development Project Team and report on viability of project	100%	Complete
Support Senior Housing Development Group with expertise on Brownfield incentives and any financial packaging to obtain a successful development.	100%	Project is on hold.
Meet with community organizations to include the NAACP and Ministers Alliance and others to make sure a diverse range of views are incorporated in EDC goals and initiatives.	100%	Complete
Build relationships with leadership of Albion College to discuss new opportunities for growth and development.	100%	Complete

ACTIVITY	PERCENT COMPLETE	
Improve and maintain technical skills required to be an expert on financial packaging and community and business attraction programs.	100%	Historical Skillset
Participate in Region 8 Southwest Michigan Partners monthly meetings of economic development partners	100%	Hosting April 2023 Meeting
Attend Michigan Economic Developers Association (MEDA) Toolbox and other training/networking offerings – minimum of 2	100%	Complete
Understand and articulate PA 425 and PA 328	100%	Complete
Develop relationships and networks with economic and community development partners:	100%	Complete
Michigan Economic Development Corporation	100%	Complete
Calhoun County Land Bank	100%	Complete
Michigan Works	100%	Complete
Southwest Michigan First	100%	Complete
HUD	100%	Complete
MDARD	100%	Complete
USDA	100%	Complete
EGLE	100%	Complete
SBDC	100%	Complete
MSHDA	100%	Complete
FLHB	100%	Complete
Housing and Community Development Fund	100%	Complete
MSF/SSBCI	100%	Complete
Smile	100%	Complete

94%
100%
-6%

Manage Costs and programming to operate within the approved budget while ensuring financial stability through September 30 2023	50%
Dream. Build. Rise - reignite the DBR programming and seek to grow the programming to include a comprehensive ecosystem to support small businesses.	0%
Launch a 3rd cohort Explore Session for 2023, if program is readied State reporting due August 2023	0%
Recommend to the EDC Board by July 2023 an updated TIFA Financing Plan, identifying capital improvement projects and targeted industries. (Utilize the Industrial/Business Attraction Committee)	0%

EDC/TIFA/BRA EXECUTIVE BOARD OF DIRECTORS MEETING MINUTES

Held at 225 E. Watson, Marshall Opportunity High School Library
January 26, 2023

EDC Executive Board Meeting called to order by Wallace at 7:30 am.

Board Members Present: Ben Wallace; Marc Newman; Annette Norris; Scott Evans

Board Members Absent:

Community: Dr. Woodson, Councilperson Reid

Staff: Virgie Ammerman; Jim Reed via phone

A motion was made by Neuman, seconded by Evans, to approve the agenda after removing the consent agenda items from the consent agenda. P/U

Public Comment – None

A motion was made by Neuman, seconded by Evans, to approve the January 10, 2023, minutes. P/U.

Jim Reed, via teleconference, informed the board of the roles of the Board Member vs. President and also briefly addressed the lease at 1002 North Eaton. Executive Board agreed to have Jim Reed address the entire board at the next board meeting.

Discussion Items:

- a) Discuss authorizing Virgie Ammerman to sign the agreement regarding early termination of lease dated 12/12/2021 with the Albion Community Foundation.
- b) Discuss authorizing Virgie Ammerman to sign the 6-month lease agreement for 208 W. Erie Street.
- c) Discuss amending the By-Laws to include the Albion City Manager as an Ex-Officio member of the Albion Economic Development Corporation Board of Directors.
- d) Discuss deferring the following items from the CEO/President's goals for the first 6 months of employment ending March 31, 2023:
 - i) Dream. Build. Rise. – reignite the DBR programming and seek to grow the programming to include a comprehensive ecosystem to support small businesses.
 - ii) Launch a 3rd Cohort Explore Session of DBR for 2023, if the program is readied.
 - iii) State reporting due August 2023.

A motion was made by Newman, seconded by Evans, to approve the agenda as presented for the February 2nd Board of Directors Meeting. P/U

Public Comment revolved around the NAACP supporting the work being done by the EDC Leadership and Board.

8:30 am A motion was made by Evans, seconded by Norris, to adjourn. P/U

EDC/TIFA/BRA BOARD OF DIRECTORS MEETING MINUTES

Held at 225 E. Watson, Marshall Opportunity High School Library
February 2, 2023

EDC Board Meeting called to order by Wallace at 7:30 am.

Board Members Present: Ben Wallace; Marc Newman; Annette Norris; Scott Evans; Mayor Synder; Jerome Harvey; Vicky Clark (7:40); Ed Haas, Trevor White

Board Members Absent:

Ex Officio Non-Voting: Billy Beers (Albion Chamber)

Ex Officio Non-Voting Absent: Dick Porter (Sheridan Twp)

Community: Lenn Reid, Nora Jackson, Donivan Williams, City Manager Snyder

Staff: Virgie Ammerman

A motion was made by Evans, seconded by Newman, to approve the agenda. P/U

Public Comment – None

Jim Reed presented clarity around board responsibilities vs operational responsibilities and addressed board questions.

A motion was made by Evans, seconded by Newman, to approve the minutes from Jan 12, 2023. P/U

A motion was made by Clark, seconded by Wallace, to approve the treasurer’s report for December 2033. Financial statements were not relative to EDC/TIFA/BRA; new financial statements requested by the Board. This motion failed.

A motion was made by Evans, seconded by Mayor Snyder, to authorize Ammerman to utilize counsel to negotiate early termination of the existing lease ending 2/25. Roll Call Vote

Yes: Wallace, Norris, Newman, Evans, Harvey, White, Clark
No: Haas
Abstain: Mayor Snyder

A motion was made by Newman, seconded by Wallace, to table discussions of future location of the EDC staff. P/U

A motion was made by Evans, seconded by Wallace, to amend the By-Laws to include the City Manager as a non-voting ex officio member of the AEDC Board. P/U Forwarded to City Council for consideration.

A motion was made by Norris, seconded by Evans, to defer these requirements for the President's goals to be assessed at the 6-month evaluation. P/U

- i) Dream. Build. Rise. – reignite the DBR programming and seek to grow the programming to include a comprehensive ecosystem to support small businesses.
- ii) Launch a 3rd Cohort Explore Session of DBR for 2023, if the program is readied.
- iii) State reporting due August 2023.

Community Engagement Committee – Feb 19th Community Book Read / Discussion – The Color of Law – 6 – 8 at Stirling Books.

Dream Build Rise Committee – On hold

Executive Committee – Reported in on By-Law review and recommended update.

Industry and Business Attraction Committee – Meeting monthly, focusing on Mega Site support and opportunities.

Match on Main Committee – Reviewing 2 – 3 applications for February submittal.

Nominating Committee – No update.

Revolving Loan Fund Committee – Working with Inside Out, driving toward a March meeting.

Workforce Committee Report – Focusing on YouthBuild grant supporting Starr.

President's Report - Ammerman shared the President's Report, copy included for reference.

Significant discussion was had re the upcoming physical movement of the Albion Economic Development Corporation offices.

City of Albion Report – Focus on Feb 4 Planning Meeting.

Township of Albion Report – None.

Sheridan Township Report – None.

Greater Albion Chamber of Commerce – Focus on Marshall Mega Site.

Public Comment – Councilperson Williams expressed concern over the lack of support for EDC President by the Board.

Board at Large – None.

9:13 am A motion was made by Wallace, seconded by Norris, to adjourn. P/U

Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY

GL Number	Description	PERIOD ENDED 12/31/2021	PERIOD ENDED 12/31/2022
*** Assets ***			
243-000-001.00	CASH	134,686.70	104,158.22
243-000-001.03	CASH - FLAGSTAR BANK	0.00	0.00
243-000-017.00	INVESTMENTS	0.00	20,158.24
243-000-019.00	SUMMER TAXES RECEIVABLE - CURR	0.00	0.00
243-000-020.00	WINTER TAXES RECEIVABLE - CURR	87,829.69	89,490.19
243-000-040.00	ACCOUNTS RECEIVABLE	0.00	0.00
243-000-084.00	DUE FROM OTHER FUNDS	10,456.93	10,865.70
Total Assets		232,973.32	224,672.35
*** Liabilities ***			
243-000-202.00	ACCOUNTS PAYABLE	0.00	0.00
243-000-203.00	DUE TO OTHERS - NON A/P SYSTEM PAYABLES	0.00	0.00
243-000-204.00	ENCUMBRANCE OFFSET	0.00	0.00
243-000-339.00	DEFERRED REVENUES	0.00	0.00
Total Liabilities		0.00	0.00
*** Fund Balance ***			
243-000-390.00	FUND BALANCE	123,051.84	232,973.32
Total Fund Balance		123,051.84	232,973.32
Beginning Fund Balance		123,051.84	232,973.32
Net of Revenues VS Expenditures		109,921.48	(8,300.97)
Ending Fund Balance		232,973.32	224,672.35
Total Liabilities And Fund Balance		232,973.32	224,672.35

Fund 244 ECONOMIC DEVELOPMENT FUND

GL Number	Description	PERIOD ENDED 12/31/2021	PERIOD ENDED 12/31/2022
*** Assets ***			
244-000-001.00	CASH	204,664.49	141,297.06
244-000-001.03	CASH - FLAGSTAR BANK	0.00	0.00
244-000-003.00	CERTIFICATES OF DEPOSIT	0.00	0.00
244-000-017.00	INVESTMENTS	0.00	201,599.61
244-000-040.00	ACCOUNTS RECEIVABLE	0.00	0.00
244-000-041.00	ESTIMATED UNCOLLECTIBLE ACCTS	0.00	0.00
244-000-042.00	NON-MISC REC SYSTEM ACCOUNTS RECEIVABLE	0.00	0.00
244-000-044.00	TRAVEL ADVANCES RECEIVABLE	0.00	0.00
244-000-056.00	INTEREST RECEIVABLE	0.00	0.00
244-000-079.00	DUE FROM FEDERAL GOVERNMENT	0.00	0.00
244-000-084.00	DUE FROM OTHER FUNDS	0.00	0.00
244-000-121.00	UNAMORTIZED PREMIUM ON INVEST	0.00	0.00
244-000-122.00	UNAMORTIZED DISCOUNT ON INVES	0.00	0.00
244-000-123.00	PREPAID EXPENSES	0.00	0.00
244-000-123.03	PREPAID EXPENSES - LIABILITY & PROP INS	1,044.21	1,696.88
244-000-130.00	LAND	0.00	0.00
244-000-186.00	AMT PROVIDED PYMT DEBT PRIN	0.00	0.00
Total Assets		205,708.70	344,593.55
*** Liabilities ***			
244-000-202.00	ACCOUNTS PAYABLE	6,500.00	7,200.00
244-000-203.00	DUE TO OTHERS - NON A/P SYSTEM PAYABLES	3,000.00	0.00
244-000-204.00	ENCUMBRANCE OFFSET	0.00	0.00
244-000-214.00	DUE TO OTHER FUNDS	0.00	0.00
244-000-255.00	DEPOSITS PAYABLE	0.00	0.00
244-000-257.00	ACCRUED WAGES PAYABLE	734.89	825.85
244-000-258.00	ACCRUED PAYROLL TAXES	312.68	307.51
244-000-260.00	ACCRUED VACATION & SICK LEAVE	0.00	0.00
244-000-300.00	BONDS PAYABLE	0.00	0.00
244-000-310.00	LONG TERM CONTRACT PYBLE	0.00	0.00
244-000-339.00	DEFERRED REVENUES	0.00	95,000.00
Total Liabilities		10,547.57	103,333.36
*** Fund Balance ***			
244-000-365.00	RESERVE FOR ENCUMBRANCES	0.00	0.00
244-000-389.00	BUDGETED FUND BALANCE	0.00	0.00
244-000-390.00	FUND BALANCE	189,664.36	195,161.13
244-000-399.00	INVESTMENT IN GENERAL FIXED AS	0.00	0.00
Total Fund Balance		189,664.36	195,161.13
Beginning Fund Balance		189,664.36	195,161.13
Net of Revenues VS Expenditures		5,496.77	46,099.06
Ending Fund Balance		195,161.13	241,260.19
Total Liabilities And Fund Balance		205,708.70	344,593.55

Fund 247 TIFA FUND

GL Number	Description	PERIOD ENDED 12/31/2021	PERIOD ENDED 12/31/2022
*** Assets ***			
247-000-001.00	CASH	277,531.66	107,522.21
247-000-001.03	CASH - FLAGSTAR BANK	0.00	0.00
247-000-003.00	CERTIFICATES OF DEPOSIT	0.00	0.00
247-000-004.00	PETTY CASH	50.00	50.00
247-000-017.00	INVESTMENTS	0.00	237,319.47
247-000-019.00	SUMMER TAXES RECEIVABLE - CURR	29,045.66	47,387.36
247-000-020.00	WINTER TAXES RECEIVABLE - CURR	12,323.32	17,851.92
247-000-027.00	ESTIMATED UNCOLLECTIBLE PROPER	0.00	0.00
247-000-028.00	TAXES RECEIVABLE DELQ PERSONAL	0.00	0.00
247-000-040.00	ACCOUNTS RECEIVABLE	0.00	0.00
247-000-041.00	ESTIMATED UNCOLLECTIBLE ACCTS	0.00	0.00
247-000-042.00	NON-MISC REC SYSTEM ACCOUNTS RECEIVABLE	0.00	0.00
247-000-056.00	INTEREST RECEIVABLE	537.74	537.74
247-000-079.00	DUE FROM FEDERAL GOVERNMENT	0.00	0.00
247-000-081.00	DUE FROM OTHER UNITS OF GOVERNMENT	36,200.00	36,200.00
247-000-084.00	DUE FROM OTHER FUNDS	0.00	0.00
247-000-084.03	DUE FROM PROP TAX FUND	0.00	0.00
247-000-087.01	DUE FROM PROP TAX - SMMR	0.00	0.00
247-000-087.02	DUE FROM PROP TAX - WNTR	0.00	0.00
247-000-121.00	UNAMORITIZED PREMIUM ON INVEST	0.00	0.00
247-000-122.00	UNAMORITIZED DISCOUNT ON INVES	0.00	0.00
247-000-123.00	PREPAID EXPENSES	0.00	0.00
247-000-130.00	LAND	0.00	0.00
247-000-132.00	LAND IMPROVEMENTS	0.00	0.00
247-000-133.00	ACCUMULATED DEPRECIATION-LAND	0.00	0.00
247-000-136.00	BUILDINGS, ADDITIONS, AND IMPRO	0.00	0.00
247-000-137.00	ACCUMULATED DEPR-BLDGS, ADDITIO	0.00	0.00
247-000-146.00	OFFICE EQUIPMENT AND FURNITURE	0.00	0.00
247-000-147.00	ACCUMULATED DEPR-OFFICE EQUIP,	0.00	0.00
247-000-158.00	CONSTRUCTION WORK IN PROGRESS	0.00	0.00
247-000-186.00	AMT TO BE PROVIDED FOR PYMNT D	0.00	0.00
Total Assets		355,688.38	446,868.70
*** Liabilities ***			
247-000-202.00	ACCOUNTS PAYABLE	441.01	34.90
247-000-204.00	ENCUMBRANCE OFFSET	0.00	0.00
247-000-214.00	DUE TO OTHER FUNDS	0.00	0.00
247-000-216.00	DUE TO OTHER AGENCIES	0.00	0.00
247-000-255.00	DEPOSITS PAYABLE	1,384.11	1,384.11
247-000-257.00	ACCRUED WAGES PAYABLE	1,834.23	2,073.55
247-000-258.00	ACCRUED PAYROLL TAXES	806.80	815.87
247-000-260.00	ACCRUED VACATION & SICK LEAVE	0.00	0.00
247-000-300.00	LONG TERM DEBT PAYABLE	0.00	0.00
247-000-339.00	DEFERRED REVENUES	0.00	5,000.00
Total Liabilities		4,466.15	9,308.43
*** Fund Balance ***			
247-000-354.00	CONTRIBUTED CAPITAL-FEDERAL	0.00	0.00
247-000-357.00	CONTRIBUTION FROM OTHER FUNDS	0.00	0.00
247-000-365.00	RESERVE FOR ENCUMBRANCES	0.00	0.00
247-000-389.00	BUDGETED FUND BALANCE	0.00	0.00
247-000-390.00	FUND BALANCE	310,591.41	351,222.23
247-000-399.00	INVESTMENT IN GENERAL FIXED AS	0.00	0.00
Total Fund Balance		310,591.41	351,222.23
Beginning Fund Balance		310,591.41	351,222.23
Net of Revenues VS Expenditures		40,630.82	86,338.04
Ending Fund Balance		351,222.23	437,560.27
Total Liabilities And Fund Balance		355,688.38	446,868.70

Fund 296 REVOLVING LOAN FUND

GL Number	Description	PERIOD ENDED 12/31/2021	PERIOD ENDED 12/31/2022
*** Assets ***			
296-000-001.00	CASH	42,366.30	390.59
296-000-001.03	CASH - FLAGSTAR BANK	0.00	0.00
296-000-003.00	CERTIFICATES OF DEPOSIT	0.00	0.00
296-000-017.00	INVESTMENTS	321,841.37	327,356.40
296-000-040.00	ACCOUNTS RECEIVABLE	0.00	0.00
296-000-041.00	ESTIMATED UNCOLLECTIBLE ACCTS	0.00	0.00
296-000-056.00	INTEREST RECEIVABLE	0.00	0.00
296-000-061.00	LOANS RECEIVABLE	40,000.00	83,066.13
296-000-078.00	DUE FROM STATE	0.00	0.00
296-000-079.00	DUE FROM FEDERAL GOVERNMENT	0.00	0.00
296-000-084.00	DUE FROM OTHER FUNDS	0.00	0.00
296-000-121.00	UNAMORTIZED PREMIUM ON INVEST	0.00	0.00
296-000-122.00	UNAMORTIZED DISCOUNT ON INVES	0.00	0.00
296-000-123.00	PREPAID EXPENSES	0.00	0.00
Total Assets		404,207.67	410,813.12
*** Liabilities ***			
296-000-202.00	ACCOUNTS PAYABLE	0.00	0.00
296-000-214.00	DUE TO OTHER FUNDS	0.00	0.00
296-000-229.00	DUE TO FEDERAL GOVERNMENT	0.00	0.00
296-000-257.00	ACCRUED WAGES PAYABLE	0.00	0.00
296-000-258.00	ACCRUED PAYROLL TAXES	0.00	0.00
296-000-339.00	DEFERRED REVENUES	0.00	0.00
Total Liabilities		0.00	0.00
*** Fund Balance ***			
296-000-365.00	RESERVE FOR ENCUMBRANCES	0.00	0.00
296-000-389.00	BUDGETED FUND BALANCE	0.00	0.00
296-000-390.00	FUND BALANCE	403,445.56	404,207.67
Total Fund Balance		403,445.56	404,207.67
Beginning Fund Balance		403,445.56	404,207.67
Net of Revenues VS Expenditures		762.11	6,605.45
Ending Fund Balance		404,207.67	410,813.12
Total Liabilities And Fund Balance		404,207.67	410,813.12

GL NUMBER	DESCRIPTION	END BALANCE		YTD BALANCE	
		2021	12/31/2021	12/31/2022	2022
		AMENDED BUDGET	\MAL (ABNORMAL)	\MAL (ABNORMAL)	AMENDED BUDGET
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY					
Revenues					
Dept 000 - GENERAL					
243-000-402.00	CURRENT PROPERTY TAXES	108,569.00	108,380.21	110,226.88	108,693.00
243-000-665.00	INTEREST	0.00	0.00	158.24	150.00
243-000-699.00	TRANSFER IN	101,071.00	101,070.79	106,446.15	103,598.00
Total Dept 000 - BROWNFIELD REDEVELOPMENT AUTHORITY		209,640.00	209,451.00	216,831.27	212,441.00
TOTAL REVENUES		209,640.00	209,451.00	216,831.27	212,441.00
Expenditures					
Dept 723 - BROWNFIELD REDEVELOPMENT AUTHORITY					
243-723-802.00	CONTRACTUAL SERVICES	205,693.00	99,529.52	217,632.24	214,892.00
243-723-840.00	ADMINISTRATION FEES	5,000.00	0.00	7,500.00	7,500.00
Total Dept 723 - BROWNFIELD REDEVELOPMENT AUTHORITY		210,693.00	99,529.52	225,132.24	222,392.00
TOTAL EXPENDITURES		210,693.00	99,529.52	225,132.24	222,392.00
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY:					
TOTAL REVENUES		209,640.00	209,451.00	216,831.27	212,441.00
TOTAL EXPENDITURES		210,693.00	99,529.52	225,132.24	222,392.00
NET OF REVENUES & EXPENDITURES		(1,053.00)	109,921.48	(8,300.97)	(9,951.00)

GL NUMBER	DESCRIPTION	END BALANCE		YTD BALANCE	
		2021	12/31/2021	12/31/2022	2022
		AMENDED BUDGET\MAL	(ABNORMAL)\MAL	(ABNORMAL)\MAL	AMENDED BUDGET
Fund 244 - ECONOMIC DEVELOPMENT FUND					
Revenues					
Dept 000 - GENERAL					
244-000-502.00	FEDERAL GRANTS	0.00	0.00	39,900.00	39,900.00
244-000-540.00	STATE GRANTS	39,900.00	0.00	25,000.00	25,000.00
244-000-590.00	LOCAL GRANTS	15,000.00	15,000.00	0.00	0.00
244-000-665.00	INTEREST	80.00	163.02	1,788.69	1,560.00
244-000-667.00	RENTS	121,000.00	121,916.63	132,999.96	133,000.00
244-000-671.00	OTHER REVENUES	2,757.00	8,957.42	2,070.00	2,070.00
244-000-676.00	REIMBURSEMENTS & RESTITUTIONS	0.00	0.00	595.63	596.00
Total Dept 000 - GENERAL		178,737.00	146,037.07	202,354.28	202,126.00
Dept 930 - TRANSFER IN					
244-930-699.00	TRANSFER IN	43,500.00	43,500.00	30,991.00	30,991.00
Total Dept 930 - TRANSFER IN		43,500.00	43,500.00	30,991.00	30,991.00
TOTAL REVENUES		222,237.00	189,537.07	233,345.28	233,117.00
Expenditures					
Dept 728 - EDC					
244-728-702.00	SALARIES AND WAGES	45,124.00	40,868.90	38,896.32	40,000.00
244-728-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0.00	0.00	534.74	535.00
244-728-703.00	PART TIME WAGES	0.00	0.00	1,476.64	1,477.00
244-728-704.00	OVERTIME	0.00	0.00	0.00	500.00
244-728-714.00	MEDICARE	680.00	602.13	607.36	660.00
244-728-715.00	FICA	2,910.00	2,574.55	2,596.57	2,825.00
244-728-716.00	HOSPITALIZATION INSURANCE	10,626.00	10,304.65	8,452.39	10,000.00
244-728-717.00	LIFE INSURANCE	122.00	94.34	72.65	85.00
244-728-719.00	PENSION CONTRIBUTION	3,159.00	3,000.77	2,712.02	2,835.00
244-728-719.01	MERS DB CONTRIBUTION	7,300.00	0.00	7,650.00	7,650.00
244-728-719.02	EMPLOYER CONT.- MERS FORFIETURE APPLIED	0.00	(2,177.06)	(108.01)	(108.00)
244-728-720.00	WORKERS COMPENSATION	113.00	97.64	65.65	105.00
244-728-721.00	UNEMPLOYMENT INSURANCE	11.00	3.24	7.32	20.00
244-728-723.00	RETIREE HEALTH SAVINGS CONTRIB	528.00	520.60	556.34	575.00
244-728-724.00	CAR ALLOWANCE	1,800.00	1,800.08	1,800.07	1,800.00
244-728-726.00	OFFICE SUPPLY	1,000.00	696.07	1,124.20	885.00
244-728-727.00	OFFICE EQUIPMENT	750.00	742.92	742.92	743.00
244-728-728.00	DUES, BOOKS, PERIODICAL	1,200.00	1,107.00	1,147.99	1,000.00
244-728-744.00	POSTAGE	35.00	0.00	15.93	16.00
244-728-785.00	BUILDING & GROUNDS REPAIR & MA	19,000.00	18,154.15	24,116.95	24,250.00
244-728-801.00	PROFESSIONAL SERVICES	5,000.00	3,683.00	12,014.38	3,260.00
244-728-802.00	CONTRACTUAL SERVICES	2,900.00	4,110.61	4,764.03	3,300.00
244-728-840.00	ADMINISTRATION FEES	10,000.00	9,999.96	9,999.96	10,000.00
244-728-851.00	TELEPHONE	150.00	120.99	680.60	680.00
244-728-857.00	TRAVEL	300.00	53.94	0.00	0.00
244-728-885.00	TRAINING	300.00	110.00	70.00	70.00
244-728-941.00	BUILDING RENTAL	1,800.00	1,800.00	1,800.00	1,800.00
244-728-950.00	INSURANCE AND BONDS	7,682.00	5,978.24	2,741.10	2,750.00
244-728-955.00	MISCELLANEOUS	0.00	0.00	0.04	0.00
244-728-967.00	ECONOMIC DEVELOPMENT	85,650.00	79,793.58	56,702.06	60,000.00
244-728-991.00	PRINCIPAL	5,720.00	0.00	5,720.00	5,720.00
244-728-995.00	INTEREST	286.00	0.00	286.00	286.00
Total Dept 728 - EDC		214,146.00	184,040.30	187,246.22	183,719.00
TOTAL EXPENDITURES		214,146.00	184,040.30	187,246.22	183,719.00
Fund 244 - ECONOMIC DEVELOPMENT FUND:					
TOTAL REVENUES		222,237.00	189,537.07	233,345.28	233,117.00
TOTAL EXPENDITURES		214,146.00	184,040.30	187,246.22	183,719.00
NET OF REVENUES & EXPENDITURES		8,091.00	5,496.77	46,099.06	49,398.00

GL NUMBER	DESCRIPTION	END BALANCE		YTD BALANCE	
		2021	12/31/2021	12/31/2022	2022
		AMENDED BUDGET	\MAL (ABNORMAL)	\MAL (ABNORMAL)	AMENDED BUDGET
Fund 247 - TIFA FUND					
Revenues					
Dept 000 - GENERAL					
247-000-402.00	CURRENT PROPERTY TAXES	119,120.00	119,120.00	100,874.73	100,875.00
247-000-573.00	LOCAL COMMUNITY STABILIZATION STATE REIM	0.00	125,917.59	148,508.31	148,508.00
247-000-665.00	INTEREST	115.00	220.38	2,531.98	1,400.00
247-000-676.00	REIMBURSEMENTS & RESTITUTIONS	122,475.00	10,860.00	0.00	0.00
Total Dept 000 - GENERAL		241,710.00	256,117.97	251,915.02	250,783.00
TOTAL REVENUES		241,710.00	256,117.97	251,915.02	250,783.00
Expenditures					
Dept 730 - TIFA					
247-730-702.00	SALARIES AND WAGES	102,900.00	102,266.47	94,442.28	95,000.00
247-730-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0.00	0.00	1,247.73	1,248.00
247-730-703.00	PART TIME WAGES	0.00	0.00	3,924.86	3,925.00
247-730-704.00	OVERTIME	0.00	0.00	0.00	500.00
247-730-714.00	MEDICARE	1,550.00	1,499.94	1,474.41	1,500.00
247-730-715.00	FICA	6,640.00	6,413.69	6,304.68	6,425.00
247-730-716.00	HOSPITALIZATION INSURANCE	27,220.00	27,166.46	21,965.57	25,000.00
247-730-717.00	LIFE INSURANCE	240.00	238.66	177.10	185.00
247-730-719.00	PENSION CONTRIBUTION	7,600.00	7,510.44	6,579.25	6,685.00
247-730-719.02	EMPLOYER CONT.- MERS FORFIETURE APPLIED	(4,857.00)	(5,449.46)	(252.05)	(252.00)
247-730-720.00	WORKERS COMPENSATION	525.00	240.06	158.76	205.00
247-730-721.00	UNEMPLOYMENT INSURANCE	15.00	8.46	18.96	35.00
247-730-723.00	RETIREE HEALTH SAVINGS CONTRIB	1,370.00	1,359.98	1,369.85	1,375.00
247-730-724.00	VEHICLE ALLOWANCE	4,200.00	4,199.92	4,199.93	4,200.00
247-730-785.00	BUILDING & GROUNDS REPAIR & MA	4,000.00	0.00	0.00	0.00
247-730-801.00	PROFESSIONAL SERVICES	1,600.00	510.00	3,807.14	1,731.00
247-730-802.00	CONTRACTUAL SERVICES	0.00	0.00	633.76	634.00
247-730-840.00	ADMINISTRATION FEES	8,900.00	8,900.04	8,900.04	8,900.00
247-730-922.00	ELECTRICITY	1,950.00	1,922.49	424.71	475.00
247-730-941.00	BUILDING RENTAL	10,200.00	10,200.00	10,200.00	10,200.00
247-730-967.00	ECONOMIC DEVELOPMENT	1,000.00	0.00	0.00	0.00
247-730-971.00	LAND	0.00	5,000.00	0.00	0.00
247-730-999.00	TRANSFER OUT	43,500.00	43,500.00	0.00	0.00
Total Dept 730 - TIFA		218,553.00	215,487.15	165,576.98	167,971.00
TOTAL EXPENDITURES		218,553.00	215,487.15	165,576.98	167,971.00
Fund 247 - TIFA FUND:					
TOTAL REVENUES		241,710.00	256,117.97	251,915.02	250,783.00
TOTAL EXPENDITURES		218,553.00	215,487.15	165,576.98	167,971.00
NET OF REVENUES & EXPENDITURES		23,157.00	40,630.82	86,338.04	82,812.00

GL NUMBER	DESCRIPTION	END BALANCE		YTD BALANCE	
		2021	12/31/2021	12/31/2022	2022
		AMENDED BUDGET	MAL (ABNORMAL)	MAL (ABNORMAL)	AMENDED BUDGET
Fund 296 - REVOLVING LOAN FUND					
Revenues					
Dept 000 - GENERAL					
296-000-665.00	INTEREST	160.00	794.39	6,640.45	6,000.00
Total Dept 000 - GENERAL		160.00	794.39	6,640.45	6,000.00
TOTAL REVENUES		160.00	794.39	6,640.45	6,000.00
Expenditures					
Dept 740 - REVOLVING LOAN					
296-740-720.00	WORKERS COMPENSATION	0.00	(2.72)	0.00	0.00
296-740-802.00	CONTRACTUAL SERVICES	35.00	35.00	35.00	35.00
Total Dept 740 - REVOLVING LOAN		35.00	32.28	35.00	35.00
TOTAL EXPENDITURES		35.00	32.28	35.00	35.00
Fund 296 - REVOLVING LOAN FUND:					
TOTAL REVENUES		160.00	794.39	6,640.45	6,000.00
TOTAL EXPENDITURES		35.00	32.28	35.00	35.00
NET OF REVENUES & EXPENDITURES		125.00	762.11	6,605.45	5,965.00
TOTAL REVENUES - ALL FUNDS		673,747.00	655,900.43	708,732.02	702,341.00
TOTAL EXPENDITURES - ALL FUNDS		643,427.00	499,089.25	577,990.44	574,117.00
NET OF REVENUES & EXPENDITURES		30,320.00	156,811.18	130,741.58	128,224.00

Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY

GL Number	Description	PERIOD ENDED 01/31/2022	PERIOD ENDED 01/31/2023
*** Assets ***			
243-000-001.00	CASH	134,686.70	24,158.22
243-000-001.03	CASH - FLAGSTAR BANK	0.00	0.00
243-000-017.00	INVESTMENTS	0.00	100,447.17
243-000-019.00	SUMMER TAXES RECEIVABLE - CURR	0.00	0.00
243-000-020.00	WINTER TAXES RECEIVABLE - CURR	87,829.69	89,490.19
243-000-040.00	ACCOUNTS RECEIVABLE	0.00	0.00
243-000-084.00	DUE FROM OTHER FUNDS	10,456.93	10,865.70
Total Assets		232,973.32	224,961.28
*** Liabilities ***			
243-000-202.00	ACCOUNTS PAYABLE	0.00	0.00
243-000-203.00	DUE TO OTHERS - NON A/P SYSTEM PAYABLES	0.00	0.00
243-000-204.00	ENCUMBRANCE OFFSET	0.00	0.00
243-000-339.00	DEFERRED REVENUES	0.00	0.00
Total Liabilities		0.00	0.00
*** Fund Balance ***			
243-000-390.00	FUND BALANCE	232,973.32	232,973.32
Total Fund Balance		232,973.32	232,973.32
Beginning Fund Balance		232,973.32	232,973.32
Net of Revenues VS Expenditures - 2022			(8,300.97)
*2022 End FB/2023 Beg FB		224,672.35	
Net of Revenues VS Expenditures - Current Year		0.00	288.93
Ending Fund Balance		232,973.32	224,961.28
Total Liabilities And Fund Balance		232,973.32	224,961.28

* Year Not Closed

Fund 244 ECONOMIC DEVELOPMENT FUND

GL Number	Description	PERIOD ENDED 01/31/2022	PERIOD ENDED 01/31/2023
*** Assets ***			
244-000-001.00	CASH	201,153.71	45,868.45
244-000-001.03	CASH - FLAGSTAR BANK	0.00	(166.67)
244-000-003.00	CERTIFICATES OF DEPOSIT	0.00	0.00
244-000-017.00	INVESTMENTS	0.00	282,591.32
244-000-040.00	ACCOUNTS RECEIVABLE	0.00	0.00
244-000-041.00	ESTIMATED UNCOLLECTIBLE ACCTS	0.00	0.00
244-000-042.00	NON-MISC REC SYSTEM ACCOUNTS RECEIVABLE	0.00	0.00
244-000-044.00	TRAVEL ADVANCES RECEIVABLE	0.00	0.00
244-000-056.00	INTEREST RECEIVABLE	0.00	0.00
244-000-079.00	DUE FROM FEDERAL GOVERNMENT	0.00	0.00
244-000-084.00	DUE FROM OTHER FUNDS	0.00	0.00
244-000-121.00	UNAMORTIZED PREMIUM ON INVEST	0.00	0.00
244-000-122.00	UNAMORTIZED DISCOUNT ON INVES	0.00	0.00
244-000-123.00	PREPAID EXPENSES	0.00	0.00
244-000-123.03	PREPAID EXPENSES - LIABILITY & PROP INS	870.17	1,696.88
244-000-130.00	LAND	0.00	0.00
244-000-186.00	AMT PROVIDED PYMT DEBT PRIN	0.00	0.00
Total Assets		202,023.88	329,989.98
*** Liabilities ***			
244-000-202.00	ACCOUNTS PAYABLE	0.00	900.00
244-000-203.00	DUE TO OTHERS - NON A/P SYSTEM PAYABLES	3,000.00	0.00
244-000-204.00	ENCUMBRANCE OFFSET	0.00	0.00
244-000-214.00	DUE TO OTHER FUNDS	0.00	0.00
244-000-255.00	DEPOSITS PAYABLE	0.00	0.00
244-000-257.00	ACCRUED WAGES PAYABLE	0.00	0.00
244-000-258.00	ACCRUED PAYROLL TAXES	0.00	0.00
244-000-260.00	ACCRUED VACATION & SICK LEAVE	0.00	0.00
244-000-300.00	BONDS PAYABLE	0.00	0.00
244-000-310.00	LONG TERM CONTRACT PYBLE	0.00	0.00
244-000-339.00	DEFERRED REVENUES	0.00	95,000.00
Total Liabilities		3,000.00	95,900.00
*** Fund Balance ***			
244-000-365.00	RESERVE FOR ENCUMBRANCES	0.00	0.00
244-000-389.00	BUDGETED FUND BALANCE	0.00	0.00
244-000-390.00	FUND BALANCE	195,161.13	195,161.13
244-000-399.00	INVESTMENT IN GENERAL FIXED AS	0.00	0.00
Total Fund Balance		195,161.13	195,161.13
Beginning Fund Balance		195,161.13	195,161.13
Net of Revenues VS Expenditures - 2022			46,099.06
*2022 End FB/2023 Beg FB		241,260.19	
Net of Revenues VS Expenditures - Current Year		3,862.75	(7,170.21)
Ending Fund Balance		199,023.88	234,089.98
Total Liabilities And Fund Balance		202,023.88	329,989.98

* Year Not Closed

Fund 247 TIFA FUND

GL Number	Description	PERIOD ENDED 01/31/2022	PERIOD ENDED 01/31/2023
*** Assets ***			
247-000-001.00	CASH	262,730.68	55,089.25
247-000-001.03	CASH - FLAGSTAR BANK	0.00	0.00
247-000-003.00	CERTIFICATES OF DEPOSIT	0.00	0.00
247-000-004.00	PETTY CASH	50.00	50.00
247-000-017.00	INVESTMENTS	0.00	278,344.07
247-000-019.00	SUMMER TAXES RECEIVABLE - CURR	29,045.66	47,387.36
247-000-020.00	WINTER TAXES RECEIVABLE - CURR	12,323.32	17,851.92
247-000-027.00	ESTIMATED UNCOLLECTIBLE PROPER	0.00	0.00
247-000-028.00	TAXES RECEIVABLE DELQ PERSONAL	0.00	0.00
247-000-040.00	ACCOUNTS RECEIVABLE	0.00	0.00
247-000-041.00	ESTIMATED UNCOLLECTIBLE ACCTS	0.00	0.00
247-000-042.00	NON-MISC REC SYSTEM ACCOUNTS RECEIVABLE	0.00	0.00
247-000-056.00	INTEREST RECEIVABLE	537.74	537.74
247-000-079.00	DUE FROM FEDERAL GOVERNMENT	0.00	0.00
247-000-081.00	DUE FROM OTHER UNITS OF GOVERNMENT	36,200.00	36,200.00
247-000-084.00	DUE FROM OTHER FUNDS	0.00	0.00
247-000-084.03	DUE FROM PROP TAX FUND	0.00	0.00
247-000-087.01	DUE FROM PROP TAX - SMMR	0.00	0.00
247-000-087.02	DUE FROM PROP TAX - WNTR	0.00	0.00
247-000-121.00	UNAMORITIZED PREMIUM ON INVEST	0.00	0.00
247-000-122.00	UNAMORITIZED DISCOUNT ON INVES	0.00	0.00
247-000-123.00	PREPAID EXPENSES	0.00	0.00
247-000-130.00	LAND	0.00	0.00
247-000-132.00	LAND IMPROVEMENTS	0.00	0.00
247-000-133.00	ACCUMULATED DEPRECIATION-LAND	0.00	0.00
247-000-136.00	BUILDINGS, ADDITIONS, AND IMPRO	0.00	0.00
247-000-137.00	ACCUMULATED DEPR-BLDGS, ADDITIO	0.00	0.00
247-000-146.00	OFFICE EQUIPMENT AND FURNITURE	0.00	0.00
247-000-147.00	ACCUMULATED DEPR-OFFICE EQUIP,	0.00	0.00
247-000-158.00	CONSTRUCTION WORK IN PROGRESS	0.00	0.00
247-000-186.00	AMT TO BE PROVIDED FOR PYMNT D	0.00	0.00
Total Assets		340,887.40	435,460.34
*** Liabilities ***			
247-000-202.00	ACCOUNTS PAYABLE	0.00	0.00
247-000-204.00	ENCUMBRANCE OFFSET	0.00	0.00
247-000-214.00	DUE TO OTHER FUNDS	0.00	0.00
247-000-216.00	DUE TO OTHER AGENCIES	0.00	0.00
247-000-255.00	DEPOSITS PAYABLE	1,384.11	1,384.11
247-000-257.00	ACCRUED WAGES PAYABLE	0.00	0.00
247-000-258.00	ACCRUED PAYROLL TAXES	0.00	0.00
247-000-260.00	ACCRUED VACATION & SICK LEAVE	0.00	0.00
247-000-300.00	LONG TERM DEBT PAYABLE	0.00	0.00
247-000-339.00	DEFERRED REVENUES	0.00	5,000.00
Total Liabilities		1,384.11	6,384.11
*** Fund Balance ***			
247-000-354.00	CONTRIBUTED CAPITAL-FEDERAL	0.00	0.00
247-000-357.00	CONTRIBUTION FROM OTHER FUNDS	0.00	0.00
247-000-365.00	RESERVE FOR ENCUMBRANCES	0.00	0.00
247-000-389.00	BUDGETED FUND BALANCE	0.00	0.00
247-000-390.00	FUND BALANCE	351,222.23	351,222.23
247-000-399.00	INVESTMENT IN GENERAL FIXED AS	0.00	0.00
Total Fund Balance		351,222.23	351,222.23
Beginning Fund Balance		351,222.23	351,222.23
Net of Revenues VS Expenditures - 2022			86,338.04
*2022 End FB/2023 Beg FB		437,560.27	
Net of Revenues VS Expenditures - Current Year		(11,718.94)	(8,484.04)
Ending Fund Balance		339,503.29	429,076.23
Total Liabilities And Fund Balance		340,887.40	435,460.34

Fund 247 TIFA FUND

GL Number	Description	PERIOD ENDED 01/31/2022	PERIOD ENDED 01/31/2023
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* Year Not Closed

Fund 296 REVOLVING LOAN FUND

GL Number	Description	PERIOD ENDED 01/31/2022	PERIOD ENDED 01/31/2023
*** Assets ***			
296-000-001.00	CASH	(7,133.70)	953.23
296-000-001.03	CASH - FLAGSTAR BANK	0.00	0.00
296-000-003.00	CERTIFICATES OF DEPOSIT	0.00	0.00
296-000-017.00	INVESTMENTS	321,860.50	328,624.22
296-000-040.00	ACCOUNTS RECEIVABLE	0.00	0.00
296-000-041.00	ESTIMATED UNCOLLECTIBLE ACCTS	0.00	0.00
296-000-056.00	INTEREST RECEIVABLE	0.00	0.00
296-000-061.00	LOANS RECEIVABLE	89,500.00	82,585.75
296-000-078.00	DUE FROM STATE	0.00	0.00
296-000-079.00	DUE FROM FEDERAL GOVERNMENT	0.00	0.00
296-000-084.00	DUE FROM OTHER FUNDS	0.00	0.00
296-000-121.00	UNAMORTIZED PREMIUM ON INVEST	0.00	0.00
296-000-122.00	UNAMORTIZED DISCOUNT ON INVES	0.00	0.00
296-000-123.00	PREPAID EXPENSES	0.00	0.00
Total Assets		404,226.80	412,163.20
*** Liabilities ***			
296-000-202.00	ACCOUNTS PAYABLE	0.00	0.00
296-000-214.00	DUE TO OTHER FUNDS	0.00	0.00
296-000-229.00	DUE TO FEDERAL GOVERNMENT	0.00	0.00
296-000-257.00	ACCRUED WAGES PAYABLE	0.00	0.00
296-000-258.00	ACCRUED PAYROLL TAXES	0.00	0.00
296-000-339.00	DEFERRED REVENUES	0.00	0.00
Total Liabilities		0.00	0.00
*** Fund Balance ***			
296-000-365.00	RESERVE FOR ENCUMBRANCES	0.00	0.00
296-000-389.00	BUDGETED FUND BALANCE	0.00	0.00
296-000-390.00	FUND BALANCE	404,207.67	404,207.67
Total Fund Balance		404,207.67	404,207.67
Beginning Fund Balance		404,207.67	404,207.67
Net of Revenues VS Expenditures - 2022			6,605.45
*2022 End FB/2023 Beg FB		410,813.12	
Net of Revenues VS Expenditures - Current Year		19.13	1,350.08
Ending Fund Balance		404,226.80	412,163.20
Total Liabilities And Fund Balance		404,226.80	412,163.20

* Year Not Closed

GL NUMBER	DESCRIPTION	2022		2023	
		AMENDED BUDGET	END BALANCE 12/31/2022 (ABNORMAL)	YTD BALANCE 01/31/2023 (ABNORMAL)	AMENDED BUDGET
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY					
Revenues					
Dept 000 - GENERAL					
243-000-402.00	CURRENT PROPERTY TAXES	108,693.00	110,226.88	0.00	112,973.00
243-000-665.00	INTEREST	150.00	158.24	288.93	700.00
243-000-699.00	TRANSFER IN	103,598.00	106,446.15	0.00	107,700.00
Total Dept 000 - BROWNFIELD REDEVELOPMENT AUTHORITY		212,441.00	216,831.27	288.93	221,373.00
TOTAL REVENUES		212,441.00	216,831.27	288.93	221,373.00
Expenditures					
Dept 723 - BROWNFIELD REDEVELOPMENT AUTHORITY					
243-723-802.00	CONTRACTUAL SERVICES	214,892.00	217,632.24	0.00	204,704.00
243-723-840.00	ADMINISTRATION FEES	7,500.00	7,500.00	0.00	7,500.00
Total Dept 723 - BROWNFIELD REDEVELOPMENT AUTHORITY		222,392.00	225,132.24	0.00	212,204.00
TOTAL EXPENDITURES		222,392.00	225,132.24	0.00	212,204.00
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY:					
TOTAL REVENUES		212,441.00	216,831.27	288.93	221,373.00
TOTAL EXPENDITURES		222,392.00	225,132.24	0.00	212,204.00
NET OF REVENUES & EXPENDITURES		(9,951.00)	(8,300.97)	288.93	9,169.00

GL NUMBER	DESCRIPTION	2022		2023	
		AMENDED BUDGET	END BALANCE 12/31/2022 (ABNORMAL)	YTD BALANCE 01/31/2023 (ABNORMAL)	AMENDED BUDGET
Fund 244 - ECONOMIC DEVELOPMENT FUND					
Revenues					
Dept 000 - GENERAL					
244-000-502.00	FEDERAL GRANTS	39,900.00	39,900.00	0.00	0.00
244-000-540.00	STATE GRANTS	25,000.00	25,000.00	0.00	0.00
244-000-665.00	INTEREST	1,560.00	1,788.69	1,015.76	6,500.00
244-000-667.00	RENTS	133,000.00	132,999.96	0.00	24,000.00
244-000-671.00	OTHER REVENUES	2,070.00	2,070.00	0.00	2,000.00
244-000-673.00	SALE OF FIXED ASSETS	0.00	0.00	0.00	573,300.00
244-000-676.00	REIMBURSEMENTS & RESTITUTIONS	596.00	595.63	0.00	600.00
Total Dept 000 - GENERAL		202,126.00	202,354.28	1,015.76	606,400.00
Dept 930 - TRANSFER IN					
244-930-699.00	TRANSFER IN	30,991.00	30,991.00	0.00	0.00
Total Dept 930 - TRANSFER IN		30,991.00	30,991.00	0.00	0.00
TOTAL REVENUES		233,117.00	233,345.28	1,015.76	606,400.00
Expenditures					
Dept 728 - EDC					
244-728-702.00	SALARIES AND WAGES	40,000.00	38,896.32	2,477.26	55,280.00
244-728-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	535.00	534.74	0.00	0.00
244-728-703.00	PART TIME WAGES	1,477.00	1,476.64	0.00	0.00
244-728-704.00	OVERTIME	500.00	0.00	0.00	500.00
244-728-714.00	MEDICARE	660.00	607.36	35.10	835.00
244-728-715.00	FICA	2,825.00	2,596.57	150.09	3,570.00
244-728-716.00	HOSPITALIZATION INSURANCE	10,000.00	8,452.39	508.78	15,895.00
244-728-717.00	LIFE INSURANCE	85.00	72.65	7.86	125.00
244-728-719.00	PENSION CONTRIBUTION	2,835.00	2,712.02	173.41	3,905.00
244-728-719.01	MERS DB CONTRIBUTION	7,650.00	7,650.00	166.67	7,650.00
244-728-719.02	EMPLOYER CONT.- MERS FORFIETURE APPLIED	(108.00)	(108.01)	0.00	0.00
244-728-720.00	WORKERS COMPENSATION	105.00	65.65	3.87	90.00
244-728-721.00	UNEMPLOYMENT INSURANCE	20.00	7.32	1.48	15.00
244-728-723.00	RETIREE HEALTH SAVINGS CONTRIB	575.00	556.34	49.54	765.00
244-728-724.00	CAR ALLOWANCE	1,800.00	1,800.07	0.00	1,800.00
244-728-726.00	OFFICE SUPPLY	885.00	1,124.20	0.00	1,000.00
244-728-727.00	OFFICE EQUIPMENT	743.00	742.92	61.91	750.00
244-728-728.00	DUES, BOOKS, PERIODICAL	1,000.00	1,147.99	0.00	1,000.00
244-728-744.00	POSTAGE	16.00	15.93	0.00	50.00
244-728-785.00	BUILDING & GROUNDS REPAIR & MA	24,250.00	24,116.95	0.00	5,000.00
244-728-801.00	PROFESSIONAL SERVICES	3,260.00	12,014.38	1,000.00	3,500.00
244-728-802.00	CONTRACTUAL SERVICES	3,300.00	4,764.03	150.00	3,500.00
244-728-840.00	ADMINISTRATION FEES	10,000.00	9,999.96	0.00	10,000.00
244-728-851.00	TELEPHONE	680.00	680.60	0.00	700.00
244-728-885.00	TRAINING	70.00	70.00	0.00	0.00
244-728-941.00	BUILDING RENTAL	1,800.00	1,800.00	150.00	1,800.00
244-728-950.00	INSURANCE AND BONDS	2,750.00	2,741.10	0.00	3,000.00
244-728-955.00	MISCELLANEOUS	0.00	0.04	0.00	0.00
244-728-967.00	ECONOMIC DEVELOPMENT	60,000.00	56,702.06	3,250.00	78,000.00
244-728-991.00	PRINCIPAL	5,720.00	5,720.00	0.00	0.00
244-728-995.00	INTEREST	286.00	286.00	0.00	0.00
Total Dept 728 - EDC		183,719.00	187,246.22	8,185.97	198,730.00
TOTAL EXPENDITURES		183,719.00	187,246.22	8,185.97	198,730.00
Fund 244 - ECONOMIC DEVELOPMENT FUND:					
TOTAL REVENUES		233,117.00	233,345.28	1,015.76	606,400.00
TOTAL EXPENDITURES		183,719.00	187,246.22	8,185.97	198,730.00
NET OF REVENUES & EXPENDITURES		49,398.00	46,099.06	(7,170.21)	407,670.00

GL NUMBER	DESCRIPTION	2022	END BALANCE	YTD BALANCE	2023
		AMENDED BUDGET\MAL	12/31/2022 (ABNORMAL)\MAL	01/31/2023 (ABNORMAL)\MAL	AMENDED BUDGET
Fund 247 - TIFA FUND					
Revenues					
Dept 000 - GENERAL					
247-000-402.00	CURRENT PROPERTY TAXES	100,875.00	100,874.73	0.00	103,707.00
247-000-573.00	LOCAL COMMUNITY STABILIZATION STATE REIM	148,508.00	148,508.31	0.00	150,000.00
247-000-665.00	INTEREST	1,400.00	2,531.98	1,053.49	6,500.00
Total Dept 000 - GENERAL		250,783.00	251,915.02	1,053.49	260,207.00
TOTAL REVENUES		250,783.00	251,915.02	1,053.49	260,207.00
Expenditures					
Dept 730 - TIFA					
247-730-702.00	SALARIES AND WAGES	95,000.00	94,442.28	6,220.26	144,245.00
247-730-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	1,248.00	1,247.73	0.00	0.00
247-730-703.00	PART TIME WAGES	3,925.00	3,924.86	0.00	0.00
247-730-704.00	OVERTIME	500.00	0.00	0.00	500.00
247-730-714.00	MEDICARE	1,500.00	1,474.41	87.90	2,160.00
247-730-715.00	FICA	6,425.00	6,304.68	375.94	9,235.00
247-730-716.00	HOSPITALIZATION INSURANCE	25,000.00	21,965.57	1,410.30	45,820.00
247-730-717.00	LIFE INSURANCE	185.00	177.10	19.89	325.00
247-730-719.00	PENSION CONTRIBUTION	6,685.00	6,579.25	435.42	10,135.00
247-730-719.02	EMPLOYER CONT.- MERS FORFIETURE APPLIED	(252.00)	(252.05)	0.00	0.00
247-730-720.00	WORKERS COMPENSATION	205.00	158.76	9.69	235.00
247-730-721.00	UNEMPLOYMENT INSURANCE	35.00	18.96	3.72	35.00
247-730-723.00	RETIREE HEALTH SAVINGS CONTRIB	1,375.00	1,369.85	124.41	2,080.00
247-730-724.00	VEHICLE ALLOWANCE	4,200.00	4,199.93	0.00	4,200.00
247-730-801.00	PROFESSIONAL SERVICES	1,731.00	3,807.14	0.00	2,000.00
247-730-802.00	CONTRACTUAL SERVICES	634.00	633.76	0.00	700.00
247-730-840.00	ADMINISTRATION FEES	8,900.00	8,900.04	0.00	8,900.00
247-730-922.00	ELECTRICITY	475.00	424.71	0.00	500.00
247-730-941.00	BUILDING RENTAL	10,200.00	10,200.00	850.00	10,200.00
Total Dept 730 - TIFA		167,971.00	165,576.98	9,537.53	241,270.00
TOTAL EXPENDITURES		167,971.00	165,576.98	9,537.53	241,270.00
Fund 247 - TIFA FUND:					
TOTAL REVENUES		250,783.00	251,915.02	1,053.49	260,207.00
TOTAL EXPENDITURES		167,971.00	165,576.98	9,537.53	241,270.00
NET OF REVENUES & EXPENDITURES		82,812.00	86,338.04	(8,484.04)	18,937.00

GL NUMBER	DESCRIPTION	2022		2023	
		AMENDED BUDGET	MAL (ABNORMAL)	AMENDED BUDGET	MAL (ABNORMAL)
Fund 296 - REVOLVING LOAN FUND					
Revenues					
Dept 000 - GENERAL					
296-000-665.00	INTEREST	6,000.00	6,640.45	1,350.08	10,500.00
Total Dept 000 - GENERAL		6,000.00	6,640.45	1,350.08	10,500.00
TOTAL REVENUES		6,000.00	6,640.45	1,350.08	10,500.00
Expenditures					
Dept 740 - REVOLVING LOAN					
296-740-802.00	CONTRACTUAL SERVICES	35.00	35.00	0.00	35.00
Total Dept 740 - REVOLVING LOAN		35.00	35.00	0.00	35.00
TOTAL EXPENDITURES		35.00	35.00	0.00	35.00
Fund 296 - REVOLVING LOAN FUND:					
TOTAL REVENUES		6,000.00	6,640.45	1,350.08	10,500.00
TOTAL EXPENDITURES		35.00	35.00	0.00	35.00
NET OF REVENUES & EXPENDITURES		5,965.00	6,605.45	1,350.08	10,465.00
TOTAL REVENUES - ALL FUNDS		702,341.00	708,732.02	3,708.26	1,098,480.00
TOTAL EXPENDITURES - ALL FUNDS		574,117.00	577,990.44	17,723.50	652,239.00
NET OF REVENUES & EXPENDITURES		128,224.00	130,741.58	(14,015.24)	446,241.00

BROWNFIELD REIMBURSEMENT AGREEMENT

THIS BROWNFIELD REIMBURSEMENT AGREEMENT (“Agreement”) dated _____, 2022 is entered into between the **CITY OF ALBION BROWNFIELD REDEVELOPMENT AUTHORITY** (the “Authority”), an authority established pursuant to Michigan Public Act 381 of 1996, as amended (“Brownfield Redevelopment Financing Act”) with its office at ~~1002 N. Eaton Street~~P.O. Box 725, Albion, Michigan 49224; and **ALBION REINVESTMENT CORPORATION** (the “Developer”), a Michigan Domestic Nonprofit Corporation, whose address is 1100 S. Washington Ave., Saginaw Michigan 48601; and **OZB Phase I, LLC**, a limited liability company whose address is 1100 S. Washington Ave., Saginaw Michigan 48601 (the “Developer”). The Authority and the Developer shall be referred to, collectively, as the “Parties”. For purposes of this agreement, Albion ~~Investment~~Reinvestment Corporation and OZB Phase I, LLC will, collectively, be referred to as the “Developers”.

RECITALS

- A. Pursuant to Act 381, the Authority has prepared a Brownfield Plan that was duly approved by the City of Albion City Council.
- B. The Developers ~~owns own~~ or ~~intends intend~~ to purchase the property located at 101-119 S. Superior Street, in downtown Albion, Michigan, as specifically described in Attachment A (the “Property”). Legal descriptions are included in the Brownfield Plan in Exhibit B. Each of the parcels is an “eligible property”, either because it is a “facility”, “blighted”, or “adjacent and contiguous” to at least one “facility” or “blighted” parcel. The Property, therefore, is commonly referred to as a “Brownfield”. C. The Developers ~~plans plan~~ to redevelopment the Property into a mixed-use development (the “Development”).
- D. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value to brownfield sites ~~constitution “eligible property” under Act 381~~ resulting from their development to pay or reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of “eligible activities” and, unless the property owner or developer is a “liable party” for the site contamination, permits the reimbursement to the property owner or developer of such “eligible costs” incurred by the property owner and developer.
- E. ~~In order to~~To make the improvements on the Property, the Developers will incur costs associated with Eligible Activities – which may include development and preparation of a Brownfield Plan and Act 381 Workplan, baseline environmental assessment activities, due care activities, asbestos and hazardous materials activities, demolition, site preparation, and infrastructure improvements – each of which may also require services and various contractors, engineers, environmental consultants, attorneys and other professionals (the “eligible Costs”). The Eligible Costs, including contingencies and interest, are estimated to be \$1,840,087.
- F. In accordance with Act 381 and the Brownfield Plan, the parties desire to ~~use~~use the Tax Increment Revenues that are generated from an increase in the taxable value of the Property resulting from its development to reimburse the Developers for actual expenses for approved Eligible Activities.
- G. The parties are entering into this Agreement to establish a procedure for the reimbursement from Tax Increment Revenue under Act 381.

NOW, THEREFORE, the parties agree with each other as follows:

- 1. Definitions
 - a. “Additional Response Activities” are defined by Section 2(a) of the Brownfield

- Redevelopment Financing Authority Act;
- b. “Baseline Environmental Assessment Activities” are defined by Section 2(d) of the Brownfield Redevelopment Financing Act;
 - c. “Brownfield Redevelopment Financing Act” or “Act 381” means Act No. 381 of the Public Acts of 1996, as amended, MCLA 125.2651 et seq.;
 - d. “Brownfield Plan” or “Plan” are defined by Section 2(g) of the Brownfield Redevelopment Authority Act;
 - e. “Due Care Activities” are defined by Section 2(k) of the Brownfield Redevelopment Financing Act;
 - f. “Eligible Activities” are defined by Section 2(m) of the Brownfield Redevelopment Financing Act;
 - g. “Eligible Property” or “Property” is described by Section 2(n) of the Brownfield Redevelopment Financing Act;
 - h. “Tax Increment Revenues” are defined by Section 2(ee) of the Brownfield Redevelopment Financing Act;
 - i. “Taxes Levied for School Operating Purposes” are defined by Section 2(gg) of the Brownfield Redevelopment Financing Act.
 - j. “Work Plan” is defined by Section 2(hh) of Act 381.

2. The Brownfield Plan

The Brownfield Plan is attached as Exhibit B and incorporated herein. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 controls.

3. Term of Agreement

Pursuant to the Brownfield Plan and Act 381 Work Plans approved by the Michigan Department of Environmental Quality and/or Michigan Strategic Fund, the Authority shall capture the available Tax Increment Revenues generated from Local Taxes and Taxes Levied for School Operating Purposes imposed on the Property until the date that all the Developer’s Eligible Activity Costs are fully reimbursed under this Agreement or the maximum allowable duration pursuant to Act 381, whichever comes first. If this Agreement ends before the reimbursement of all Eligible Costs, the last tax payment by the Authority shall be the summer and winter taxes distributed during the final year of this Agreement.

4. Eligible Activities and Eligible Costs

The Eligible Activities and Eligible Costs shall be as described in the Brownfield Plan and approved Act 381 Work Plan(s). Before the date of this Agreement, the Developers ~~has~~have initiated activities that may be submitted with a Request for Cost Reimbursement for Eligible Activities.

The Authority shall reimburse the Developers for actual expenses for approved Eligible Activities that were incurred no more than six months prior to the date of the Brownfield Plan, if permitted under Act 381. The Developers shall diligently pursue completion of the Eligible Activities set forth in the Brownfield Plan, as necessary for the Development.

No interest was included in the approval of this plan.

5. Reimbursement Source

During the term of this Agreement, the Authority shall capture the Tax Increment Revenues that are levied from both Local Taxes and Taxes for School Operating Purposes on the Property, and any new personal property, and available to the Authority. The Authority will allocate the captured Tax increment Revenues in the following order of priority:

1. Local captured taxes in the amount of 5% annually will be first allocated for the Authority's Administrative and Operating Expenses or allocated to the Local Brownfield Revolving Fund.
2. 3 mills of State Education Tax will be allocated to the State B.F. Revolving Fund.
3. The balance of Local and School Operating captured taxes will be allocated for the reimbursement of actual costs of Eligible Activities incurred by the Developers and accrued interest, if permitted by the Plan.

Local TIR alone, to the extent available, will be used to reimburse Eligible Costs only as expressly allowed by the Brownfield Plan.

It is understood that the City of Albion's Downtown Development Authority (the "DDA") will capture certain tax increment revenue generated by the Property that, in the absence of the DDA, would be lawfully subject to capture by the Authority. It is anticipated that the DDA will transfer **all** of this tax increment revenue to the Authority for reimbursement of the Developer's Eligible

Commented [SS1]: This should be all.

Costs.

6. Reimbursement Process

(a) At any time up to 270 days after project completion, defined as having received a certificate of occupancy, actual expenses for approved Eligible Activities paid for by the Developers may be submitted by are incurred, the Developers ~~may submit~~ to the Authority requestings for cost reimbursement for these

Eligible

Activities paid by the Developers. These requests shall be in the form attached as Exhibit C (“Petition”). The Petition shall identify whether the Eligible Activities are: (1) Baseline Environmental Assessment Activities; (2) Due Care Activities; (3) Preparation of Brownfield Plan and/or Act 381 Work Plan(s); (4) Asbestos and Hazardous Materials Activities; (5) Demolition Activities; (6) Site Preparation Activities; (7) Infrastructure Improvements; or (8) Eligible Activities permitted under Section 2(m)(iv) of Act 381. The Petition shall describe each individual activity claimed as an Eligible Activity, the approved Act 381 Work Plan task within which each individual activity was performed, and the associated costs of each individual activity. Documentation of the costs incurred shall be included with the Petition including proof of payment and detailed invoices for the costs incurred sufficient to determine whether the costs incurred were for Eligible Activities. The Petition shall be signed by a duly authorized representative of Developers and the representations, facts and documentation included therein shall be sworn to as accurate in the presence of a notary.

(b) The Authority shall review a Petition within 90 days after receiving the Petition. The Developers shall cooperate in the Authority’s review by providing information and documentation to supplement the Petition as deemed reasonable and necessary by the Authority. The Authority shall approve those costs included in the Petition that are deemed eligible for reimbursement and identify in writing to Developers any costs deemed ineligible for reimbursement and the basis for determination. Developers then ~~have~~ have 45 days in which to provide supplemental information or documents in support of any costs deemed ineligible by the Authority. Thereafter, except as otherwise agreed to in writing by Developers and the Authority, the Authority shall make decision on the eligibility of the disputed cost and inform the

Developers in writing of its determination. If there continues to be a dispute over whether a cost submitted by Developers is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the Authority shall choose ~~and an~~ independent knowledgeable professional and Developers shall choose an independent knowledgeable professional to review the Authority's decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the Developers shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected agree the costs submitted are not eligible, the Developers will not be entitled to reimbursement for such costs. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and Developers shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this paragraph, shall be the sole responsibility of the Developers. Failure of the Developers to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 11.

~~(b)~~ (c) Twice a year, within 90 days after the summer and winter taxes are captured and collected on the Property, the Authority shall pay the accrued approved Eligible Costs and any accrued interest on those costs (less the Authority's Administrative Costs and the 3 mills payable to the State B.F. Revolving Fund for that period) to the Developers from the Tax Increment Revenues captured by the Authority, to the extent that Tax Increment Revenues have been captured and are available in that fiscal year. No reimbursement shall be paid to the Developers during any period of time that the Developers or any tenant of Developers is delinquent in the payment of real or personal property taxes on the Property.

~~(c)~~(b) If there are insufficient funds available from Tax Increment Revenues captured by the Authority, the Authority is not required to reimburse the Developers from any other source, but will reimburse the Developers to the extent that funds become available, during the term of this Agreement, in the future.

Commented [ET2]: Can we please define how interest shall be calculated?

~~(d)~~(c) The Authority shall reimburse the Developers for Eligible Costs as follows:

Checks shall be payable to: Albion Reinvestment Corporation

Delivered to the following address: 1100 S. Washington Avenue
Saginaw, Michigan 48601 Attn: Samuel Shaheen By
certified mail.

7. Legislative Authorization

This Agreement is governed by and subject to the restrictions set forth in Act 381. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties. Under no circumstances shall any terms of this agreement be enforced if those terms are in conflict with any amendment to Act 381.

8. Freedom of Information Act

Developers understands that all Petitions and documentation submitted by Developers shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation.

9. Indemnification

The Developers shall indemnify, defend, and hold harmless, the Authority, the City of Albion, the City of Albion Economic Development Corporation, and their officers board members, council persons, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Developers or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Developers. The Developers shall indemnify the

Authority, the City of Albion, the City of Albion Economic Development Corporation, and any of the listed entities officers, board members, council persons, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Developers under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any Immunities provided under state or federal law.

10. Brownfield Plan Modification

The Brownfield Plan and this Agreement may be modified to the extent allowed under Act 381 by mutual agreement of the Parties affected by the modification.

11. Notices

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.

12. Assignment

The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonably withheld, except for an assignment by the Developers for purposes of securing financing for the Project, which shall require prior notice to, but not the prior consent of, the other parties.

13. Entire Agreement

This Agreement supersedes all agreements previously made between the parties relating to the subject matter, except an Interlocal Agreement between the Albion Downtown Development Authority and the Authority; there are no other understandings or agreements between the parties.

14. Non-waiver

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15. Headings

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

17. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Binding Effect

The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representative, successors, and assigns.

19. Annual Reporting

The Developers shall report annually, by February 1, the following information to the Authority for the previous calendar year, as applicable:

1. Number of residential units constructed or rehabilitated;
2. Square feet of new or rehabilitated residential, retail, commercial, or industrial space
3. Number of new jobs created;
4. For projects actively capturing TIR, amount of actual capital investment;
5. Any additional information deemed necessary by the Authority.

This agreement shall be construed as having been mutually drafted by the Parties.

The parties have executed this Agreement on the dates set forth below.

**CITY OF ALBION BROWNFIELD REDEVELOPMENT
AUTHORITY**

Albion BRA Approved – 8/4/22 Albion
City Council Approved – 9/6/2022

By: _____

Title: _____

Date: _____

OZB PHASE I, LLC

By: _____

Title: _____

Date: _____

ALBION REINVESTMENT CORPORATION

By: _____

Title: _____

Date: _____

Exhibit A

Addresses and Parcel identification Numbers

Eligible Property		
Address	Tax ID	Basis of Eligibility
101 S. Superior Street	51-002-141-01	"Functionally Obsolete"
103 S. Superior Street	51-002-141-02	"Functionally Obsolete"
105 S. Superior Street	51-002-142-00	"Functionally Obsolete"
109 S. Superior Street	51-002-143-00	"Functionally Obsolete"
111 S. Superior Street	51-002-144-00	"Functionally Obsolete"
113 S. Superior Street	51-002-145-00	"Functionally Obsolete"
115 S. Superior Street	51-002-146-00	"Functionally Obsolete"
117 S. Superior Street	51-002-147-00	"Functionally Obsolete"
119 S. Superior Street	51-002-148-00	"Functionally Obsolete"

Albion BRA Approved – 8/4/22 Albion
City Council Approved – 9/6/2022

Exhibit B
Brownfield Plan

Exhibit C

Petition for Cost Reimbursement

For Eligible Act 381 Brownfield Activities

Date: _____

Project Name (as in Brownfield Plan):

List below the eligible cost being submitted for reimbursement and indicate the eligible activity area for each reimbursement cost: Baseline Environmental Assessment Activities, Brownfield Plan and/or Act 381 Work Plan Preparation, Due Care Activities, Asbestos and Hazardous Materials Activities, Demolition, Site Preparation Activities, infrastructure Improvements, or Eligible Activities permitted under Section 2(1)(iv) of Act 381. Documentation of the Eligible Costs for each reimbursement cost item, pursuant to the requirements of Section 6 of the Reimbursement Agreement, must be included with this submission. This documentation shall include proof of payment and detailed invoices.

	A	B	C
	Reimbursement	Eligible Activity	Eligible
	Cost Item	Area	Cost
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Albion BRA Approved – 8/4/22 Albion
City Council Approved – 9/6/2022

I certify that the information submitted on and with this Request for Cost Reimbursement is accurate
and is an eligible cost described in the Brownfield Plan for this project approved by the City of Albion City
Council.

Developers: _____

Notary Public

Signature: _____,

Title: _____

Address: _____

BROWNFIELD REIMBURSEMENT AGREEMENT

THIS BROWNFIELD REIMBURSEMENT AGREEMENT (“Agreement”) dated _____, 2022 is entered into between the **CITY OF ALBION BROWNFIELD REDEVELOPMENT AUTHORITY** (the “Authority”), an authority established pursuant to Michigan Public Act 381 of 1996, as amended (“Brownfield Redevelopment Financing Act”) with its office at P.O. Box 725, Albion, Michigan 49224; and **ALBION REINVESTMENT CORPORATION** (the “Developer”), a Michigan Domestic Nonprofit Corporation, whose address is 1100 S. Washington Ave., Saginaw Michigan 48601; and **OZB Phase I, LLC**, a limited liability company whose address is 1100 S. Washington Ave., Saginaw Michigan 48601 (the “Developer”). The Authority and the Developer shall be referred to, collectively, as the “Parties”. For purposes of this agreement, Albion Reinvestment Corporation and OZB Phase I, LLC will, collectively, be referred to as the “Developers”.

RECITALS

- A. Pursuant to Act 381, the Authority has prepared a Brownfield Plan that was duly approved by the City of Albion City Council.
- B. The Developers own or intend to purchase the property located at 101-119 S. Superior Street, in downtown Albion, Michigan, as specifically described in Attachment A (the “Property”). Legal descriptions are included in the Brownfield Plan in Exhibit B. Each of the parcels is an “eligible property”, either because it is a “facility”, “blighted”, or “adjacent and contiguous” to at least one “facility” or “blighted” parcel. The Property, therefore, is commonly referred to as a “Brownfield”.
- C. The Developers plan to redevelopment the Property into a mixed-use development (the “Development”).
- D. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value to brownfield sites resulting from their development to pay or reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of “eligible activities” and, unless the property owner or developer is a “liable party” for the site contamination, permits the reimbursement to the property owner or developer of such “eligible costs” incurred by the property owner and developer.
- E. To make the improvements on the Property, the Developers will incur costs associated with Eligible Activities – which may include development and preparation of a Brownfield Plan and Act 381 Workplan, baseline environmental assessment activities, due care activities, asbestos and hazardous materials activities, demolition, site preparation, and infrastructure improvements – each of which may also require services and various contractors, engineers, environmental consultants, attorneys and other professionals (the “eligible Costs”). The Eligible Costs, including contingencies and interest, are estimated to be \$1,840,087.
- F. In accordance with Act 381 and the Brownfield Plan, the parties desire to use the Tax Increment Revenues that are generated from an increase in the taxable value of the Property resulting from its development to reimburse the Developers for actual expenses for approved Eligible Activities.
- G. The parties are entering into this Agreement to establish a procedure for the reimbursement from Tax Increment Revenue under Act 381.

NOW, THEREFORE, the parties agree with each other as follows:

1. Definitions
 - a. “Additional Response Activities” are defined by Section 2(a) of the Brownfield Redevelopment Financing Authority Act;

- b. "Baseline Environmental Assessment Activities" are defined by Section 2(d) of the Brownfield Redevelopment Financing Act;
- c. "Brownfield Redevelopment Financing Act" or "Act 381" means Act No. 381 of the Public Acts of 1996, as amended, MCLA 125.2651 et seq.;
- d. "Brownfield Plan" or "Plan" are defined by Section 2(g) of the Brownfield Redevelopment Authority Act;
- e. "Due Care Activities" are defined by Section 2(k) of the Brownfield Redevelopment Financing Act;
- f. "Eligible Activities" are defined by Section 2(m) of the Brownfield Redevelopment Financing Act;
- g. "Eligible Property" or "Property" is described by Section 2(n) of the Brownfield Redevelopment Financing Act;
- h. "Tax Increment Revenues" are defined by Section 2(ee) of the Brownfield Redevelopment Financing Act;
- i. "Taxes Levied for School Operating Purposes" are defined by Section 2(gg) of the Brownfield Redevelopment Financing Act.
- j. "Work Plan" is defined by Section 2(hh) of Act 381.

2. The Brownfield Plan

The Brownfield Plan is attached as Exhibit B and incorporated herein. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 controls.

3. Term of Agreement

Pursuant to the Brownfield Plan and Act 381 Work Plans approved by the Michigan Department of Environmental Quality and/or Michigan Strategic Fund, the Authority shall capture the available Tax Increment Revenues generated from Local Taxes and Taxes Levied for School Operating Purposes imposed on the Property until the date that all the Developer's Eligible Activity Costs are fully reimbursed under this Agreement or the maximum allowable duration pursuant to Act 381, whichever comes first. If this Agreement ends before the reimbursement of all Eligible Costs, the last tax payment by the Authority shall be the summer and winter taxes distributed during the final year of this Agreement.

4. Eligible Activities and Eligible Costs

The Eligible Activities and Eligible Costs shall be as described in the Brownfield Plan and approved Act 381 Work Plan(s). Before the date of this Agreement, the Developers have initiated activities that may be submitted with a Request for Cost Reimbursement for Eligible Activities.

The Authority shall reimburse the Developers for actual expenses for approved Eligible Activities that were incurred no more than six months prior to the date of the Brownfield Plan, if permitted under Act 381. The Developers shall diligently pursue completion of the Eligible Activities set forth in the Brownfield Plan, as necessary for the Development.

No interest was included in the approval of this plan.

5. Reimbursement Source

During the term of this Agreement, the Authority shall capture the Tax Increment Revenues that are levied from both Local Taxes and Taxes for School Operating Purposes on the Property, and any new personal property, and available to the Authority. The Authority will allocate the captured Tax increment Revenues in the following order of priority:

1. Local captured taxes in the amount of 5% annually will be first allocated for the Authority's Administrative and Operating Expenses or allocated to the Local Brownfield Revolving Fund.
2. 3 mills of State Education Tax will be allocated to the State B.F. Revolving Fund.
3. The balance of Local and School Operating captured taxes will be allocated for the reimbursement of actual costs of Eligible Activities incurred by the Developers and accrued interest, if permitted by the Plan.

Local TIR alone, to the extent available, will be used to reimburse Eligible Costs only as expressly allowed by the Brownfield Plan.

It is understood that the City of Albion's Downtown Development Authority (the "DDA") will capture certain tax increment revenue generated by the Property that, in the absence of the DDA, would be lawfully subject to capture by the Authority. It is anticipated that the DDA will transfer all of this tax increment revenue to the Authority for reimbursement of the Developer's Eligible

Costs.

6. Reimbursement Process

(a) At any time up to 270 days after project completion, defined as having received a certificate of occupancy, actual expenses for approved Eligible Activities paid for by the Developers may be submitted by the Developers to the Authority requesting cost reimbursement for these Eligible

Activities. These requests shall be in the form attached as Exhibit C (“Petition”).

The Petition shall identify whether the Eligible Activities are: (1) Baseline Environmental Assessment

Activities; (2) Due Care Activities; (3) Preparation of Brownfield Plan and/or Act 381 Work Plan(s); (4)

Asbestos and Hazardous Materials Activities; (5) Demolition Activities; (6) Site Preparation Activities; (7)

Infrastructure Improvements; or (8) Eligible Activities permitted under Section 2(m)(iv) of Act 381. The

Petition shall describe each individual activity claimed as an Eligible Activity, the approved Act 381 Work

Plan task within which each individual activity was performed, and the associated costs of each individual

activity. Documentation of the costs incurred shall be included with the Petition including proof of

payment and detailed invoices for the costs incurred sufficient to determine whether the costs incurred

were for Eligible Activities. The Petition shall be signed by a duly authorized representative of Developers

and the representations, facts and documentation included therein shall be sworn to as accurate in the

presence of a notary.

(b) The Authority shall review a Petition within 90 days after receiving the Petition. The Developers shall

cooperate in the Authority’s review by providing information and documentation to supplement the

Petition as deemed reasonable and necessary by the Authority. The Authority shall approve those costs

included in the Petition that are deemed eligible for reimbursement and identify in writing to Developers

any costs deemed ineligible for reimbursement and the basis for determination. Developers then have 45

days in which to provide supplemental information or documents in support of any costs deemed

ineligible by the Authority. Thereafter, except as otherwise agreed to in writing by Developers and the

Authority, the Authority shall make decision on the eligibility of the disputed cost and inform the

Developers in writing of its determination. If there continues to be a dispute over whether a cost

submitted by Developers is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the Authority shall choose an independent knowledgeable professional and Developers shall choose an independent knowledgeable professional to review the Authority's decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the Developers shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected agree the costs submitted are not eligible, the Developers will not be entitled to reimbursement for such costs. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and Developers shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this paragraph, shall be the sole responsibility of the Developers. Failure of the Developers to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 11.

(c) Twice a year, within 90 days after the summer and winter taxes are captured and collected on the Property, the Authority shall pay the accrued approved Eligible Costs and any accrued interest on those costs (less the Authority's Administrative Costs and the 3 mills payable to the State B.F. Revolving Fund for that period) to the Developers from the Tax Increment Revenues captured by the Authority, to the extent that Tax Increment Revenues have been captured and are available in that fiscal year. No reimbursement shall be paid to the Developers during any period of time that the Developers or any tenant of Developers is delinquent in the payment of real or personal property taxes on the Property.

(b) If there are insufficient funds available from Tax Increment Revenues captured by the Authority, the Authority is not required to reimburse the Developers from any other source, but will reimburse the Developers to the extent that funds become available, during the term of this Agreement, in the future.

(c) The Authority shall reimburse the Developers for Eligible Costs as follows:

Checks shall be payable to: Albion Reinvestment Corporation

Delivered to the following address:

1100 S. Washington Avenue
Saginaw, Michigan 48601
Attn: Samuel Shaheen
By certified mail.

7. Legislative Authorization

This Agreement is governed by and subject to the restrictions set forth in Act 381. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties. Under no circumstances shall any terms of this agreement be enforced if those terms are in conflict with any amendment to Act 381.

8. Freedom of Information Act

Developers understands that all Petitions and documentation submitted by Developers shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation.

9. Indemnification

The Developers shall indemnify, defend, and hold harmless, the Authority, the City of Albion, the City of Albion Economic Development Corporation, and their officers board members, council persons, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Developers or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Developers. The Developers shall indemnify the

Authority, the City of Albion, the City of Albion Economic Development Corporation, and any of the listed entities officers, board members, council persons, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Developers under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any Immunities provided under state or federal law.

10. Brownfield Plan Modification

The Brownfield Plan and this Agreement may be modified to the extent allowed under Act 381 by mutual agreement of the Parties affected by the modification.

11. Notices

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.

12. Assignment

The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonably withheld, except for an assignment by the Developers for purposes of securing financing for the Project, which shall require prior notice to, but not the prior consent of, the other parties.

13. Entire Agreement

This Agreement supersedes all agreements previously made between the parties relating to the subject matter, except an Interlocal Agreement between the Albion Downtown Development Authority and the Authority; there are no other understandings or agreements between the parties.

14. Non-waiver

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15. Headings

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

17. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Binding Effect

The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representative, successors, and assigns.

19. Annual Reporting

The Developers shall report annually, by February 1, the following information to the Authority for the previous calendar year, as applicable:

1. Number of residential units constructed or rehabilitated;
2. Square feet of new or rehabilitated residential, retail, commercial, or industrial space
3. Number of new jobs created;
4. For projects actively capturing TIR, amount of actual capital investment;
5. Any additional information deemed necessary by the Authority.

This agreement shall be construed as having been mutually drafted by the Parties.

The parties have executed this Agreement on the dates set forth below.

**CITY OF ALBION BROWNFIELD REDEVELOPMENT
AUTHORITY**

By: _____

Title: _____

Date: _____

OZB PHASE I, LLC

By: _____

Title: _____

Date: _____

ALBION REINVESTMENT CORPORATION

By: _____

Title: _____

Date: _____

Exhibit A

Addresses and Parcel identification Numbers

Eligible Property		
Address	Tax ID	Basis of Eligibility
101 S. Superior Street	51-002-141-01	"Functionally Obsolete"
103 S. Superior Street	51-002-141-02	"Functionally Obsolete"
105 S. Superior Street	51-002-142-00	"Functionally Obsolete"
109 S. Superior Street	51-002-143-00	"Functionally Obsolete"
111 S. Superior Street	51-002-144-00	"Functionally Obsolete"
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115 S. Superior Street	51-002-146-00	"Functionally Obsolete"
117 S. Superior Street	51-002-147-00	"Functionally Obsolete"
119 S. Superior Street	51-002-148-00	"Functionally Obsolete"

Exhibit B

Brownfield Plan

Exhibit C

Petition for Cost Reimbursement

For Eligible Act 381 Brownfield Activities

Date: _____

Project Name (as in Brownfield Plan):

List below the eligible cost being submitted for reimbursement and indicate the eligible activity area for each reimbursement cost: Baseline Environmental Assessment Activities, Brownfield Plan and/or Act 381 Work Plan Preparation, Due Care Activities, Asbestos and Hazardous Materials Activities, Demolition, Site Preparation Activities, infrastructure Improvements, or Eligible Activities permitted under Section 2(1)(iv) of Act 381. Documentation of the Eligible Costs for each reimbursement cost item, pursuant to the requirements of Section 6 of the Reimbursement Agreement, must be included with this submission. This documentation shall include proof of payment and detailed invoices.

	A	B	C
	Reimbursement	Eligible Activity	Eligible
	Cost Item	Area	Cost
1.			
2.			
3.			
4.			
5.			
6.			
7.			

I certify that the information submitted on and with this Request for Cost Reimbursement is accurate and is an eligible cost described in the Brownfield Plan for this project approved by the City of Albion City Council.

Developers: _____

Notary Public

Signature: _____,

Title: _____

Address: _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
ALBION ECONOMIC DEVELOPMENT CORPORATION
RATIFYING BROWNFIELD REIMBURSEMENT AGREEMENT**

The undersigned certifies the undersigned is the duly elected and qualified Secretary of Albion Economic Development Corporation, a Michigan municipal corporation (AEDC) and that the following resolution was duly adopted by the Board of Directors of the AEDC held on March 2, 2023:

BE IT RESOLVED THAT the Albion Economic Development Corporation (AEDC) serving as the Board of Directors of the Albion Brownfield Redevelopment Authority (ABRA) RATIFIES the August ____, 2022 actions of Amy Deprez, former President and CEO of AEDC, to execute and deliver the Brownfield Reimbursement Agreement between ABRA and the City of Albion dated _____, 2022.

The undersigned further certifies that the above Resolutions remain in full force and binding upon the AEDC, that the Board of Directors has the power and authority to authorize the acts set forth in this Resolution, and that the Resolution has not been amended or revoked as of the date of this Certificate. Any party receiving a copy of this Resolution may rely on the continuing effect of this Resolution until such party receives actual written notice stating otherwise.

DATED: March __, 2023

,Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS OF
ALBION ECONOMIC DEVELOPMENT CORPORATION
RATIFYING INTERLOCAL AGREEMENT**

The undersigned certifies the undersigned is the duly elected and qualified Secretary of Albion Economic Development Corporation, a Michigan municipal corporation (AEDC) and that the following resolution was duly adopted by the Board of Directors of the AEDC held on March 2, 2023:

BE IT RESOLVED THAT the Albion Economic Development Corporation (AEDC) serving as the Board of Directors of the Albion Brownfield Redevelopment Authority ABRA RATIFIES the August 16, 2022 actions of Amy Deprez, former President and CEO of AEDC, to execute and deliver the Interlocal Agreement between ABRA and the City of Albion dated August 10, 2022.

The undersigned further certifies that the above Resolutions remain in full force and binding upon the AEDC, that the Board of Directors has the power and authority to authorize the acts set forth in this Resolution, and that the Resolution has not been amended or revoked as of the date of this Certificate. Any party receiving a copy of this Resolution may rely on the continuing effect of this Resolution until such party receives actual written notice stating otherwise.

DATED: March __, 2023

,Secretary

**ALBION ECONOMIC DEVELOPMENT CORPORATION,
ALBION TAX INCREMENT FINANCING AUTHORITY, AND
ALBION BROWNFIELD REDEVELOPMENT AUTHORITY**
Michigan municipal corporations and authorities

**Resolution Authorizing Execution of Brownfield Reimbursement Agreement for Phase I of
the Big Albion Plan**

March 2, 2023

The undersigned certifies: the undersigned is the duly elected and qualified Secretary of Albion Economic Development Corporation (Corporation), a Michigan municipal corporation, the Board of which serves as the Board of Directors for the Albion Tax Increment Financing Authority and for the Albion Brownfield Redevelopment Authority; and that the following resolution was duly adopted by the Board of Directors of the Corporation at a duly called meeting of the Board at which a quorum was present held on March 2, 2023:

BE IT RESOLVED THAT the corporation desires to enter into an agreement with the Albion Reinvestment Corporation and the OZB Phase I LLC, Michigan corporations, for purpose of documenting the reimbursement agreements for the brownfield redevelopment plan.

BE IT FURTHER RESOLVED THAT pursuant to the forthcoming agreement, the Corporation is authorized to enter into this agreement.

BE IT FURTHER RESOLVED THAT the EDC/TIFA CEO/President, Virgie Ammerman, is authorized to execute on the Corporation's behalf the Brownfield Reimbursement Agreement for Phase I of the Big Albion Plan.

The undersigned further certifies that the above Resolution remains in full force and binding upon the Corporation, that the Board of Directors has the power and authority to authorize the acts set forth in the Resolution, and that the Resolution has not been amended or revoked as of the date of this Certificate.

DATED: March 2, 2023

Annette Norris, Secretary

**ALBION ECONOMIC DEVELOPMENT CORPORATION,
ALBION TAX INCREMENT FINANCING AUTHORITY, AND
ALBION BROWNFIELD REDEVELOPMENT AUTHORITY**
Michigan municipal corporation and Authorities

Resolution- Authorization for Board Officers and the President to Execute Business

Contracts and Leases

March 2, 2023

The undersigned certifies: the undersigned is the duly elected and qualified Secretary of Albion Economic Development Corporation (EDC), a Michigan municipal corporation, the Board of which serves as the Board of Directors for the Albion Tax Increment Financing Authority (TIFA) and for the Albion Brownfield Redevelopment Authority (BRA); the following resolution was duly adopted by the Board of Directors of the Corporation at a duly called meeting of the Board at which a quorum was present held on March 2, 2023:

BE IT RESOLVED THAT the Corporation bylaws allow for the Board to authorize board officers and agents to enter into contracts and to execute and deliver instruments in the name of and on behalf of the Corporation. The Bylaws further state such authority may be general or limited. Any contract or other instrument executed in the name of the Corporation shall be signed by such officers or agents of the Corporation as the board specifies, and in the manner the board authorizes by resolution.

BE IT FURTHER RESOLVED THAT the Board of Directors grants general authority to any of the Board Chair, the Board Secretary, and the President for business contracts and leases that are needed in the normal course of business.

BE IT FURTHER RESOLVED THAT the Board authorizes any of the EDC/TIFA /BRA Board Chair and the EDC/TIFA/BRA Board Secretary, and the EDC/TIFA/BRA President to execute on general business contracts and leases needed in the normal course of business.

The undersigned further certifies that the above Resolution remains in full force and binding upon the Corporation, that the Board of Directors has the power and authority to authorize the acts set forth in the Resolution, and that the Resolution has not been amended or revoked as of the date of this Certificate.

DATED: March 2, 2023

Annette Norris, Secretary

memo



Albion Economic Development Corporation

To: EDC Board of Directors
From: Virgie Ammerman, President & CEO
Date: February 11, 2023
Re: President's FY23 Goals

Overall Strategic Goals

- **Influence Regional and State Strategies for Economic Growth**
 - **Jobs**
 - **Housing**
 - **Training**
 - **Community Development**
 - **Infrastructure**
- **Lead Economic Development in the Greater Albion Region**
- **Partner with MEADA for Marshall Mega Site Supply and Housing Needs**
- **Listen to All Community Members and Stakeholders' Economic Justice Needs**
 - **Broad Community**
 - **Senior Population**
 - **Youth Population**
 - **Underrepresented Population**
 - **Albion College**
 - **Albion City**
 - **Albion Chamber**
 - **KCC**
 - **K-12 Academics**
- **Albion IS Marketing and Communications**
- **Market and Develop New Albion Industrial Park**
- **Incentivize Development, Expansion, Growth, Retention**
- **Focus on Alignment of Stakeholders**
- **Model Trustworthy Leadership**

Known Strategic Applications

Industrial / Business Attraction, Retention, Workforce Development

- New Industrial Park / Rail
- Industrial/Business Attraction Committee
- Workforce Development Committee
- Michigan Children's Savings Account Committee
- Weekly Retention Visits
- Industry Lead Collaboration Training Opportunity
- Child Care Innovation
- Match on Main
- Entrepreneur Focus
- Dream.Build.Rise
- Current Projects A, C, D, E, G, H, I, J, K, L, N, O, Q, R, T
- RRC Priority Sites
- Signage at Albion Entrances
- Signage at Existing and New Industrial Park
- Intensify Use of Revolving Loan Funds
- Staging Businesses for Downtown Developments

Housing and Community Development

- Albion Housing Needs
 - Market Rate Housing
 - Senior Housing
 - Missing Middle Housing
 - Affordable Housing
 - Permanent Supportive Housing
- Projects F, M, P, S, W, X
- Senior Needs and Involvement
- Youth Needs and Involvement
- Supportive Housing Needs
- HUD Housing Programming
- Albion College and KCC Needs
- Food Security
- Financial Literacy

Growth and Sustainability

- **Community Engagement Committee**
- **Partnerships throughout Albion**
- **Partnerships throughout the Region**
- **Partnerships throughout the State**
- **Strategic Attraction of Targeted Funds**
- **Brownfield Funding**
- **Attracting Developers**
- **AmeriCorp**
- **CEDAM Host**
- **Gerstacker Interns**
- **MBDA Capital Readiness**
- **Northern Initiative**
- **SBDC**
- **YouthBuild**
- **Relocating AEDC Offices**
- **Industry Lead Collaboration**
- **Environmental Justice Grants**
- **Michigan Arts & Culture**
- **Governor's SOAR Budget**
- **EGL**
- **MSHDA**
- **MEDC/MSF**
- **CDBG Grants**
- **MDARD Grants**
- **MiHope Grant Administrator**
- **USDA Rural Development Grants**
- **Professional Coaching**
- **NDC Training**
- **Brownfield Bootcamp**
- **Asset Management Champion Training**
- **Communications, Marketing**
- **Fiscal Responsibility**
- **Budgetary Responsibility**
- **Retention Visits**
- **Staff Development and Hiring**

References

City of Albion Comprehensive Plan Excerpts:

Figure 28: Missing Middle Housing



1. SUPERIOR STREET CORRIDOR

The Superior Street corridor extends from Austin Avenue to the City's southern border. At the Michigan Avenue intersection, it turns into the M-99 state highway. The predominant land use along the corridor is either residential or commercial, with commercial concentrated in the downtown stretch between Vine Street on the north and Ash Street on the south.



2. AUSTIN AVENUE CORRIDOR

The Austin Avenue corridor extends from Superior Street on the east to the western City border where it turns into the M-199 state highway. The predominant land uses along the corridor are either residential or commercial. This corridor also has a lot of vacant sites and/or open space.



3. EATON STREET CORRIDOR

The Eaton Street corridor extends from the City's northern border where it intersects with I-94 to the intersection with Austin Avenue. It is also part of the I-94 business loop. The predominant land use along the corridor is commercial and the character is retail- and service-oriented, especially nearing the I-94 interchange.



4. MICHIGAN AVENUE CORRIDOR

The Michigan Avenue (M-99) corridor extends from Superior Street on the west to the City's eastern border. The predominant land uses along the corridor are either commercial or residential, being more residential on the eastern side of the corridor. The corridor also runs through the Albion College Campus.

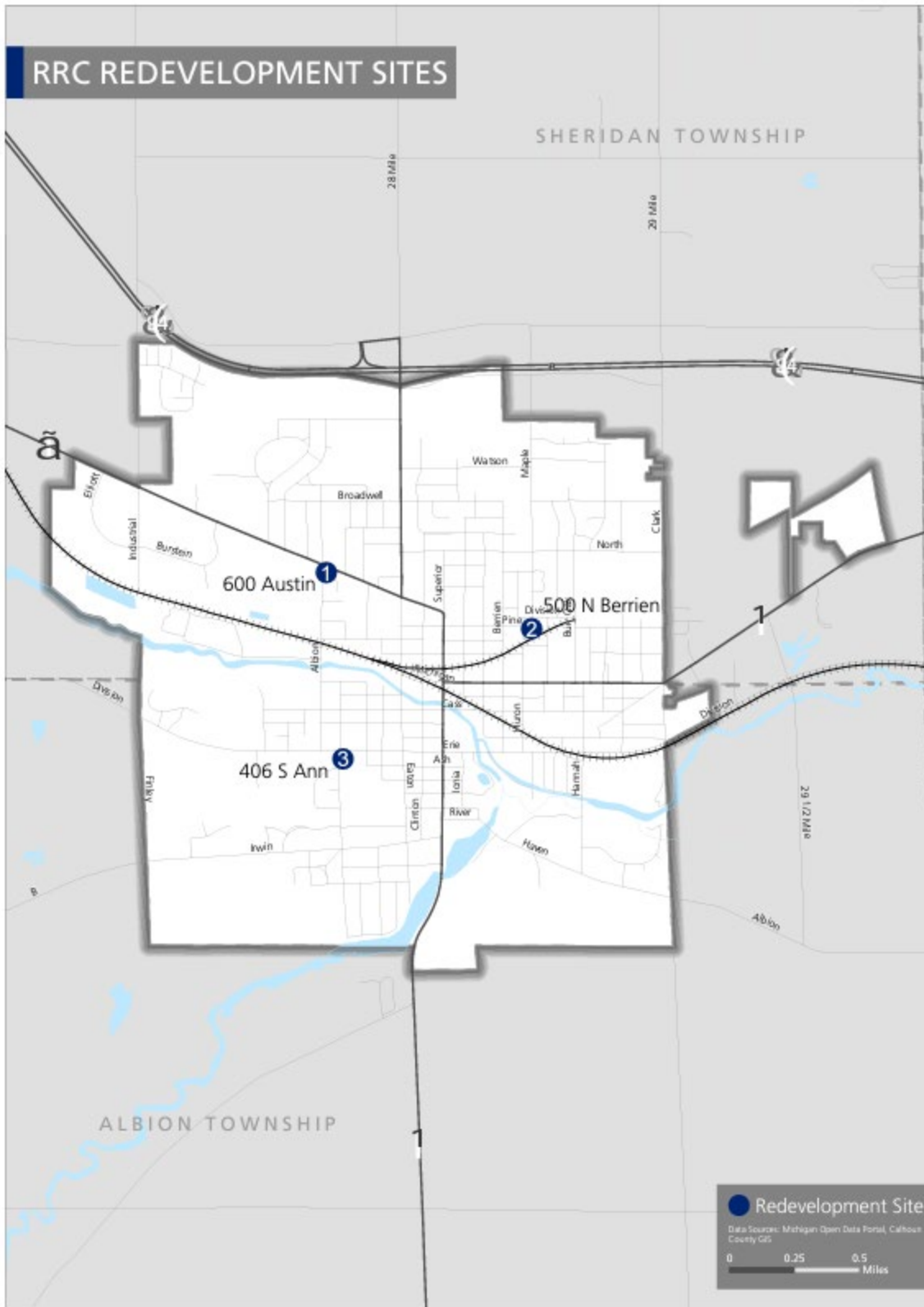


REDEVELOPMENT PROPERTIES

The Michigan Economic Development Corporation (MEDC) runs the Redevelopment Ready Communities (RRC) program, and the City of Albion is an RRC Certified® community. The certification acknowledges the City's efforts to be transparent, predictable, and efficient in the economic development process. To achieve

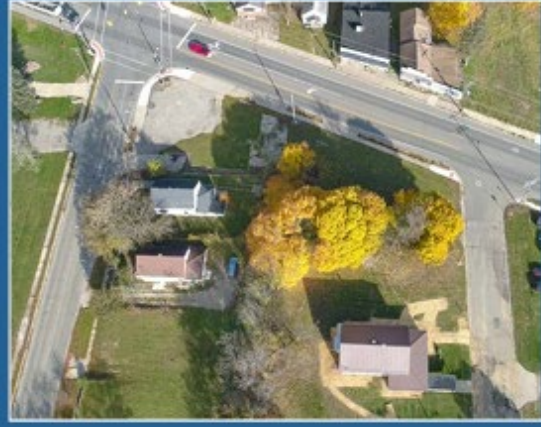
certification, the City aligned with the program's standards and best practices for planning, zoning, and economic development. One of the best practices is a routinely updated list of potential redevelopment sites that are underutilized and could better serve the community. The City of Albion has selected three priority redevelopment sites, summarized on the following pages.

Map 11: RRC Redevelopment Sites



1

AUSTIN 600 BLOCK



PROPERTY DESCRIPTION

The 600 Austin Block site is well-suited for mixed-use and commercial development that could provide goods and services to residents of adjacent neighborhoods, Albion Industrial Park employees, travelers, and users of adjacent McAuliffe Park. 600 Austin Block was historically a commercial corridor populated with BIPOC owned businesses that made for an attractive gateway from the west into the City.

As commercial development moved towards the I-94 interchange, many businesses along Austin Ave closed. Infill development would fulfill the desire of citizens to bring back a sense of vibrancy and community once associated with this historically important commercial corridor.

BASIC SITE INFORMATION

ZONE	Mixed Use
SIZE	19,253 sf
UTILITIES	Electric, gas, sewer, water
FEATURES	Build to suit
OWNER	Albion Brownfield Authority
SALES PRICE	Negotiate terms

COMMUNITY VISION

Residents have expressed the idea that 600 Austin Block could be developed as a flexible community space with infrastructure that would allow it to support Food Truck rallies or small, seasonal Pop-up Businesses, particularly BIPOC-owned businesses.

2

UNION STEEL BERRIEN



PROPERTY DESCRIPTION

Union Steel Berrien includes two sites along an existing rail spur, just north of Michigan Avenue (M-99), and walking distance from downtown and the Albion College campus. Residential properties and small businesses on currently surround the parcels.

The Albion Economic Development Corporation is accepting proposals from firms with an interest in developing these parcels. The City Planning Commission and City Council hold the right to approve or deny specific building site developments based on codes and covenants. This location has ready information on the following: Target Market Analysis, some Environmental Reports, soil conditions, demographic data, natural features, and GIS information.

BASIC SITE INFORMATION

ZONE	Residential; Mixed Use available
SIZE	9.94 acres
UTILITIES	Electric, gas, sewer, water
FEATURES	Build to suit
OWNER	Calhoun County Land Bank (parcel 1); Albion Brownfield Authority (parcel 2)
SALES PRICE	Negotiate terms

COMMUNITY VISION

The City of Albion Economic Development Corporation is in the process of developing a Place Plan for the site. The property is well suited for residential development, and the Place Plan will outline types of residential development that would be appropriate for the site.

3

DALRYMPLE SCHOOL



PROPERTY DESCRIPTION

The Dalrymple School site is a prime location connected to infrastructure that could be developed with a variety of housing types that the Albion community desires. The site is inside a well-established residential area within four blocks of downtown Albion, one-half mile away from highway M-99, and less than two miles from the Eaton Street commercial corridor and I-94 interchange, making it a desirable location for commuters. Holland Park, which includes a playground and picnic pavilion, is just three blocks north of the Dalrymple School site. Downtown Albion is vibrant and growing; the Albion River Trail runs alongside the Kalamazoo River; and Albion College northeast of downtown, offering educational, cultural, and recreational opportunities for residents.

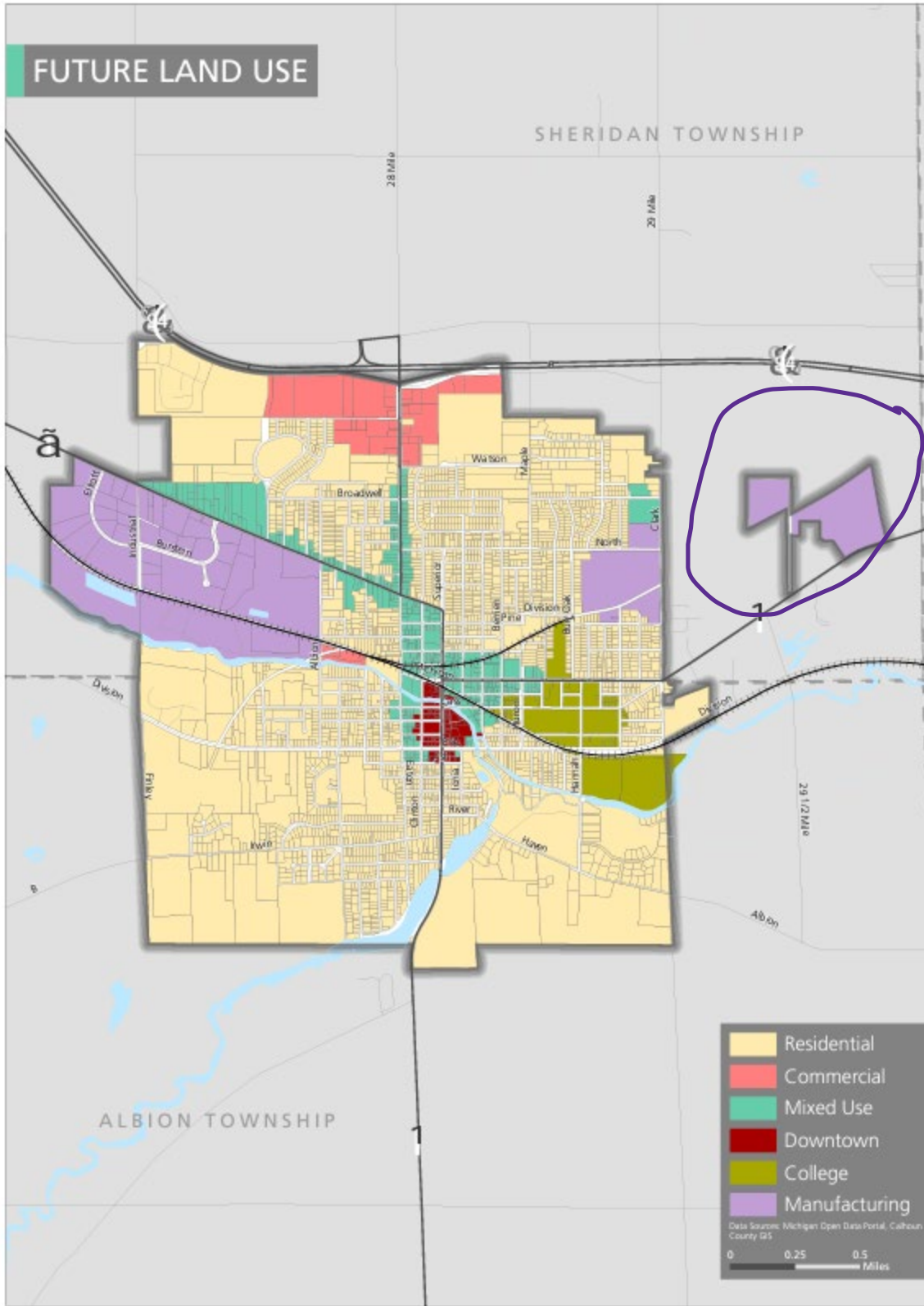
BASIC SITE INFORMATION

ZONE	Residential
SIZE	10.93 acres
UTILITIES	Electric, gas, sewer, water
FEATURES	Build to suit
OWNER	City of Albion
SALES PRICE	Negotiate terms

COMMUNITY VISION

The community's vision for this infill site is based on the desire to see new housing development in already-established residential areas. Desired housing centers around "missing middle" housing that is attractive to residents of all ages who seek smaller homes on smaller lots that are easier to maintain. The community has overwhelmingly expressed the desire to see a variety of new single- and multi-family housing located in or adjacent to already established neighborhoods, and nearby to commercial areas, and social, arts and cultural and recreational amenities.

FUTURE LAND USE



COMMUNITY GOAL 1: Build a capacity and a network of organizations and services to promote growth and meet the needs of residents who cannot afford basic services.

ACTION ITEM	RESPONSIBLE PARTY	PARTNERS	TIMEFRAME
(a) Update comprehensive community needs assessments and asset maps to prioritize assets and determine needs	Planning & Zoning	EDC, MDOT, Housing Commission, DHHS, CMH	1-2 years
(b) Strengthen Albion's workforce development network and connect Albion's talent base with employment resources and opportunities	EDC, Planning & Zoning	EDC, Michigan Works, Albion College Career and Internship Center	1-3 years

COMMUNITY GOAL 2: Forge local, regional, and global partnerships that support the City of Albion - its people, its needs, and its opportunities.

ACTION ITEM	RESPONSIBLE PARTY	PARTNERS	TIMEFRAME
(b) Develop a local food culture through increased access to healthy food and nutrition education that utilizes community resources	EDC	Local businesses, farms, and faith communities; Albion Community Gardens, farmers market; Sprout Urban Farms	1-5 years

HOUSING GOAL 2: Provide a diverse range of high-quality housing options for all income levels and life stages.

ACTION ITEM	RESPONSIBLE PARTY	PARTNERS	TIMEFRAME
(a) Expand, diversify, and market housing options to meet the needs of residents of varying life stages, lifestyles and income levels (e.g. Senior/retirement living, College corridor neighborhood, downtown lofts, affordable and low income housing, etc.)	Planning and Zoning; EDC	Private and nonprofit housing developers; HUD; MSHDA; RRC	1-10 years
(b) Encourage all new commercial development in and around the downtown to include a residential element	Planning and Zoning; EDC		Ongoing

ECONOMIC GOAL 1: Retain and attract jobs to Albion by supporting business growth, development, and attraction.

ACTION ITEM	RESPONSIBLE PARTY	PARTNERS	TIMEFRAME
(a) Encourage broader participation with local stakeholders (public, private, nonprofit, educational institutions, civic, and business) in the formulation of Albion's economic diversification strategy	Administration	EDC; public, private, nonprofit, educational institutions, civic, and business	1-3 years
(b) Continue support for programs and initiatives that foster entrepreneurship (e.g. promote Albion business incubators and encourage entrepreneurship among all segments of the population, including minorities, women, youth)	EDC	DDA, Chamber of Commerce, local businesses	1-10 years
(c) Support local businesses with a proactive business retention and development strategy	EDC	DDA, Chamber of Commerce	1-3 years
(d) Encourage reuse and redevelopment of brownfield sites	EDC	DDA, Chamber of Commerce	1-10 years

ECONOMIC GOAL 2: Stabilize the downtown, enhance its historic character, and support its economic growth.

ACTION ITEM	RESPONSIBLE PARTY	PARTNERS	TIMEFRAME
(c) Expand the downtown tax base and maintain a fiscally healthy balance between taxable and non-taxable properties	DDA	EDC	1-5 years
(d) Attract commercial development to the downtown that will serve the needs of the community and complement the existing mix of businesses (e.g. restaurants, retail, entertainment, etc.)	EDC	Chamber of Commerce, DDA	3-5 years
(e) Continue to create incentives and attractions for residents, college students and tourists to visit the downtown (e.g. Hotel, Bohm Theater, Kids 'N' Stuff, the Ludington Center)	EDC	Chamber of Commerce; Albion College; Planning and Zoning, DDA	1-5 years

DOWNTOWN

STABILIZE THE DOWNTOWN, ENHANCE ITS HISTORIC CHARACTER, AND SUPPORT ITS ECONOMIC GROWTH

OBJECTIVE	OWNER	METRIC
Attract mixed-use development to the downtown business district that will serve the needs of the community and complement the existing business mix	AEDC	No. of downtown properties redeveloped
Attract commercial enterprise to the downtown with a mixture of existing enterprise and entrepreneurship	AEDC	No. of new commercial businesses locating in the downtown business district

HOUSING

STRENGTHEN HOUSING MARKET AND HOUSING STOCK

OBJECTIVE	OWNER	METRIC
Utilize incentives and resources to encourage developers to choose Albion and develop diverse housing options based on an updated Target Market Analysis.	AEDC	Relationships will be formed with housing developers interested in Albion projects.

Create Place Plans for 500 Berrien, Dalrymple, Urban Renewal and Kalamazoo River Development Site to attract housing developments

AEDC

Marketing tool will offer developers a clear understanding of what the City, its partners and residents want to see at each of the development sites

Support establishment of market rate for new construction development in Albion

AEDC/City

Albion comparable data will be available for attainable housing options

Advocate for attainable housing that meets the needs of the City's businesses and workforce and residents through public and private partnerships to improve overall housing stock in Albion

City, AEDC, Albion College & Albion Community Foundation

Collaborative efforts to diversify housing stock and add attainable options to attract a wide range of residents to Albion

Research and explore the possibility of a housing development incubator, incremental development resources or a real estate investment trust

AEDC

Research will support next action items

JOBS

RETAIN AND ATTRACT HIGH-LEVERAGE JOBS TO ALBION

OBJECTIVE	OWNER	METRIC
Support the Workforce Taskforce as an active committee that annually accesses goals for the development of Albion's workforce and strengthens Albion's workforce network by partnering with key organizations and educational institutions	AEDC	Set annually to address existing workforce needs
Support the development of an industrial/business attraction committee to proactively attract new industry to Albion and establish a proactive business attraction strategy	AEDC	Committee established and active, proactive attraction strategy defined and new jobs, investment and companies located in Albion
Ensure a strong Business Retention and Expansion foundation that includes prioritizing relationships with existing businesses and open communication to partner on growth opportunities and industry challenges.	AEDC	Retained jobs and new investment

Foster entrepreneurship by supporting businesses that enhance the city's competitiveness by providing goods and services most desired by businesses, workforce and residents. Ensure that business development services reach all segments of the community and support the community's identified small business needs.

AEDC

No. of entrepreneurs in the Entrepreneurship Database.

No. of entrepreneurial businesses opened in Albion area

Bolster Albion's competitiveness by meaningful progress towards inclusive growth and accessibility through removal of barriers to entry for minority owned small businesses

AEDC

No. of minority small businesses assisted

Support connections with Albion College alumni and individuals/residents that graduated from the community looking to expand or start new businesses

AEDC/Albion College

No. of interested connections through alumni networks

Encourage Re-use and Redevelopment of brownfield sites by utilizing existing brownfield redevelopment assistance resources.

AEDC

No. of projects underway or completed.

Build Ready Sites - identify funding opportunities to invest in sites in an effort to have build ready sites available to attract new jobs and investment. *(lack of available space, lack of technology available, potential for a speculative building)*

AEDC

Number of funding opportunities pursued, awarded and extent of work accomplished

Define a Employment Strategy for regional growth (solar, MEGA site)

AEDC

Strategy defined

**RESOLUTION OF THE BOARD OF DIRECTORS OF
ALBION ECONOMIC DEVELOPMENT CORPORATION**

The undersigned certifies the undersigned is the duly elected and qualified Secretary of Albion Economic Development Corporation, a Michigan municipal corporation (AEDC) and that the following resolution was duly adopted by the Board of Directors of the AEDC held on March 2, 2023:

BE IT RESOLVED THAT the Albion Economic Development Corporation (AEDC) AUTHORIZES Virgie Ammerman, President and CEO of AEDC, to execute and deliver the attached Application to the Michigan Arts & Culture Council, with the associated Assurances.

The undersigned further certifies that the above Resolutions remain in full force and binding upon the AEDC, that the Board of Directors has the power and authority to authorize the acts set forth in this Resolution, and that the Resolution has not been amended or revoked as of the date of this Certificate. Any party receiving a copy of this Resolution may rely on the continuing effect of this Resolution until such party receives actual written notice stating otherwise.

DATED: March __, 2023

,Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS OF
ALBION ECONOMIC DEVELOPMENT CORPORATION**

The undersigned certifies the undersigned is the duly elected and qualified Secretary of Albion Economic Development Corporation, a Michigan municipal corporation (AEDC) and that the following resolution was duly adopted by the Board of Directors of the AEDC held on March 2, 2023:

BE IT RESOLVED THAT the Albion Economic Development Corporation (AEDC) AUTHORIZES Virgie Ammerman, President and CEO of AEDC, to execute and deliver the attached Application to the Michigan Department of Transportation, with the associated Assurances.

The undersigned further certifies that the above Resolutions remain in full force and binding upon the AEDC, that the Board of Directors has the power and authority to authorize the acts set forth in this Resolution, and that the Resolution has not been amended or revoked as of the date of this Certificate. Any party receiving a copy of this Resolution may rely on the continuing effect of this Resolution until such party receives actual written notice stating otherwise.

DATED: March ____, 2023

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BE IT RESOLVED THAT the Albion Economic Development Corporation (AEDC) AUTHORIZES Virgie Ammerman, President and CEO of AEDC, to execute and deliver the attached Match Application for Boss Up to Minority Business Development Agency, with the associated Assurances.

The undersigned further certifies that the above Resolutions remain in full force and binding upon the AEDC, that the Board of Directors has the power and authority to authorize the acts set forth in this Resolution, and that the Resolution has not been amended or revoked as of the date of this Certificate. Any party receiving a copy of this Resolution may rely on the continuing effect of this Resolution until such party receives actual written notice stating otherwise.

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BE IT RESOLVED THAT the Albion Economic Development Corporation (AEDC) AUTHORIZES Virgie Ammerman, President and CEO of AEDC, to execute and deliver the attached Application to The Albion Community Foundation Grant for Match alongside Match for Michigan Arts and Culture Grant Application, with the associated Assurances.

The undersigned further certifies that the above Resolutions remain in full force and binding upon the AEDC, that the Board of Directors has the power and authority to authorize the acts set forth in this Resolution, and that the Resolution has not been amended or revoked as of the date of this Certificate. Any party receiving a copy of this Resolution may rely on the continuing effect of this Resolution until such party receives actual written notice stating otherwise.

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BE IT RESOLVED THAT the Albion Economic Development Corporation (AEDC) AUTHORIZES Virgie Ammerman, President and CEO of AEDC, to execute and deliver the attached Application to CDFA Minority Capital Loan Guarantee Program, with the associated Assurances.

The undersigned further certifies that the above Resolutions remain in full force and binding upon the AEDC, that the Board of Directors has the power and authority to authorize the acts set forth in this Resolution, and that the Resolution has not been amended or revoked as of the date of this Certificate. Any party receiving a copy of this Resolution may rely on the continuing effect of this Resolution until such party receives actual written notice stating otherwise.

DATED: March ____, 2023

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