

Albion Economic Development Corporation

EDC/TIFA/BRA
BOARD OF DIRECTORS MEETING

Thursday, January 12, 2023, 7:30 am

Marshall Opportunity High School, 225 E. Watson, Albion.

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

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

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 (3 Mins.)
 - i) Conflict of Interest and Non-Disclosure for Ex-Officio Members of the Board FY 2023
- 5) Action Items:
 - a) Approval of Minutes from December 1, 2022, Board Meeting (1 Min.)
 - b) Approve Financial Reports (5 Mins.)
 - i) Brownfield Redevelopment
 - ii) Economic Development Fund
 - iii) RLF Financial Report
 - iv) TIFA Financial Report
 - c) Approval of outcome of closed session during December's meeting (2 Mins.)
 - d) Action to Forgive \$804.98 Balance of a \$5000.00 Grant to Inside Out Detailing as recommended by the RLF Committee
 - e) Action to Excuse Absent Directors, if applicable (EDC/TIFA/BRA) (1 Min.)
- 6) Committee Reports
 - a) Executive Committee (2 Mins.)
 - b) Workforce Development (2 Mins.)
 - c) Revolving Loan Fund (2 Mins.)
 - d) Dream.Build.Rise Entrepreneurial Program (2 Mins.)
 - e) Match on Main (2 Mins.)
 - f) Industrial / Business Attraction (2 Mins.)
 - g) Nomination Committee (2 Mins.)

- h) Community Engagement Committee (2 mins.)
- 7) Closed Session (15mins.)
- 8) President's Report (5 Mins.)
- 9) Board of Directors Discussion & Comments
 - a) City of Albion (2 Mins.)
 - b) Albion Township (2 Mins.)
 - c) Sheridan Township (2 Mins.)
 - d) Greater Albion Chamber of Commerce (2 Mins.)
 - e) Board at Large (TBD)
- 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

EDC/TIFA/BRA BOARD OF DIRECTORS MEETING MINUTES

Held at 225 E. Watson, Marshall Opportunity High School Library January 12, 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; Ed Haas, Trevor White

Board Members Absent:

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

Ex Officio Non-Voting Absent: Dick Porter (Sheridan Twp), Tom Frank (Albion Twp)

Community: Jeremy Adcock, Haley Snyder, Keena Williams, Lenn Reid, Nora

Jackson, Marcola Lawler, Donivan Williams, Sonya Brown

Staff: Virgie Ammerman

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

Public Comment - None

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

A motion was made by Newman, seconded by Clark, to approve the minutes from Dec 1 including changing the language in the Results from Closed Session to NTE \$5,000. P/U

A motion was made by Norris, seconded by Clark, to approve the treasurer's report, including relaying an ask to the City for prompt recording of tax revenue throughout the year. P/U

A motion was made by Newman, seconded by Evans, to specifically approve the outcomes of the closed session from December, as recorded in the December 1 minutes. P/U

A motion was made by Snyder, seconded by Clark, to forgive the remaining balance on the grant to Inside Out of \$804.98, as recommended by the RLF Committee. P/U

A motion was made by Newman, seconded by Evans, to excuse absent ex officio directors. P/U

Workforce Committee Report – See Minutes from Workforce Development Committee Attached.

Revolving Loan Fund Committee Report – See Minutes from the RLF Committee.

Match On Main Committee Report – Galazio's was awarded \$25,000; Anna's House of Flowers Application will be redrafted for the next round. Several other grant application may be submitted.

Industrial / Business Attraction Committee Report – Clark volunteered to be the point person for this committee; White also volunteered as a member.

Community Engagement Committee – Upcoming event, February 19th, 6:00 pm, Stirling Books and Brew. Discussion of the book 'The Color of Law' by Richard Rothstein.

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 – Looking forward to ARC, Phase 1, this spring.

Township of Albion Report – None.

Sheridan Township Report – None.

Greater Albion Chamber of Commerce – Eggs and Issues, January 20th, 8 – 9 at the Marriot. Habitat for Humanity will present their Albion initiatives.

Public Comment – Brown, Lawler, Reid, Jackson, Donivan, Adcock spoke in appreciation of the AEDC's (and the City's) response to critical needs. Also was a recognition of effective problem solving was highlighted. Appreciation for transparency and prioritization of community engagement.

Board at Large – None.

9:02 am A motion was made by Evans, seconded by White, to adjourn. P/U

COMPARATIVE BALANCE SHEET FOR CITY OF ALBION

User: CBROCK

DB: Albion

Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY

GL Number	Pund 243 BROWNFIELD REDEVELOPMENT A	PERIOD ENDED 11/30/2021	PERIOD ENDED 11/30/2022
*** Assets *	**		
243-000-001.00	CASH	23,522.32	8,366.58
243-000-017.00	INVESTMENTS	0.00	20,085.35
243-000-019.00	SUMMER TAXES RECEIVABLE - CURR	0.00	0.00
243-000-020.00	WINTER TAXES RECEIVABLE - CURR	0.00	0.00
243-000-040.00	ACCOUNTS RECEIVABLE	0.00	0.00
243-000-084.00	DUE FROM OTHER FUNDS	0.00	0.00
Total	Assets	23,522.32	28,451.93
*** Liabilit	ies ***		
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 Bal	ance ***		
243-000-390.00	FUND BALANCE	123,051.84	232,973.32
Total	Fund Balance	123,051.84	232,973.32
Begin	ning Fund Balance	123,051.84	232,973.32
	f Revenues VS Expenditures	(99,529.52)	(204,521.39)
	g Fund Balance	23,522.32	28,451.93
Total	Liabilities And Fund Balance	23,522.32	28,451.93

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COMPARATIVE BALANCE SHEET FOR CITY OF ALBION

User: CBROCK DB: Albion

Fund 244 ECONOMIC DEVELOPMENT FUND

GL Number	Description	PERIOD ENDED 11/30/2021	PERIOD ENDED 11/30/2022
*** Assets **	*		
244-000-001.00	CASH	231,279.46	51,691.65
244-000-003.00	CERTIFICATES OF DEPOSIT	0.00	0.00
244-000-017.00	INVESTMENTS	0.00	200,870.84
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	UNAMORITIZED PREMIUM ON INVEST	0.00	0.00
244-000-122.00	UNAMORITIZED 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	1,218.25	1,979.69
244-000-123.03	LAND	0.00	0.00
244-000-186.00	AMT PROVIDED PYMT DEBT PRIN	0.00	0.00
Total	Assets	232,497.71	254,542.18
*** Liabiliti	es ***		
244-000-202.00	ACCOUNTS PAYABLE	0.00	1,000.00
244-000-203.00	DUE TO OTHERS - NON A/P SYSTEM PAYABLES	4,000.00	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	(87.78)	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	0.00
Total	Liabilities	3,912.22	1,000.00
*** Fund Bala	nce ***		
		0.00	0.00
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
Beginn	ing Fund Balance	189,664.36	195,161.13
Net of	Revenues VS Expenditures	38,921.13	58,381.05
Ending	Fund Balance	228,585.49	253,542.18

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COMPARATIVE BALANCE SHEET FOR CITY OF ALBION

User: CBROCK DB: Albion

DB: AIDION	Fund 247 TIFA FUND		
GL Number	Description	PERIOD ENDED 11/30/2021	PERIOD ENDED 11/30/2022
*** Assets *	**		
247-000-001.00	CASH	296,672.45	22,338.43
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	336,136.83
247-000-019.00	SUMMER TAXES RECEIVABLE - CURR	0.00	0.00
247-000-020.00	WINTER TAXES RECEIVABLE - CURR	0.00	7,386.00
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
247-000-084.00	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	297,260.19	366,449.00
*** Liabilit	ies ***		
247-000-081.00	DUE FROM OTHER UNITS OF GOVERNMENT	0.00	(36,200.00)
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	0.00
Total	Liabilities	1,384.11	(34,815.89)
*** Fund Bal	ance ***		
247-000-354.00	CONTRIBUTED CAPITAL-FEDERAL	0.00	0.00
247-000-354.00	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
	ning Fund Balance	310,591.41	351,222.23
Begin Net o	f Revenues VS Expenditures	(14,715.33)	50,042.66
Begin Net o Endin		·	

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User: CBROCK DB: Albion

Fund 296 REVOLVING LOAN FUND

GL Number	rund 296 REVOLVING LOAN FUND Description	PERIOD ENDED 11/30/2021	PERIOD ENDED 11/30/2022
	*	11/ 50/ 2021	11/30/2022
*** Assets ***			
296-000-001.00	CASH	42,359.71	(171.58)
296-000-003.00	CERTIFICATES OF DEPOSIT	0.00	0.00
296-000-017.00	INVESTMENTS	321,822.24	326,173.08
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	83,545.64
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	UNAMORITIZED PREMIUM ON INVEST	0.00	0.00
296-000-122.00	UNAMORITIZED DISCOUNT ON INVES	0.00	0.00
296-000-123.00	PREPAID EXPENSES	0.00	0.00
Total Assets		404,181.95	409,547.14
*** Liabilitie	es ***		
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 I	Liabilities	0.00	0.00
*** Fund Balan	nce ***		
206 000 265 00	DEGEDVE FOR ENGIMPRINGEG	0.00	0.00
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 F	Fund Balance	403,445.56	404,207.67
Beginni	ing Fund Balance	403,445.56	404,207.67
Net of	Revenues VS Expenditures	736.39	5,339.47
-	Fund Balance	404,181.95	409,547.14
Total T	Liabilities And Fund Balance	404,181.95	409,547.14

User: CBROCK

DB: Albion

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION

PERIOD ENDING 11/30/2022

% Fiscal Year Completed: 91.51

END BALANCE YTD BALANCE 2021 12/31/2021 11/30/2022

GL NUMBER	DESCRIPTION	2021 AMENDED BUDGET	12/31/2021 NORMAL (ABNORMAL)	11/30/2022 NORMAL (ABNORMAL)	2022 AMENDED BUDGET	% BDGT USED
Fund 243 - BROWNE Revenues Dept 000 - GENERA	FIELD REDEVELOPMENT AUTHORITY					
243-000-402.00	CURRENT PROPERTY TAXES	108,569.00	108,380.21	0.00	108,693.00	0.00
243-000-665.00	INTEREST	0.00	0.00	85.35	150.00	56.90
243-000-699.00	TRANSFER IN	101,071.00	101,070.79	0.00	103,598.00	0.00
Total Dept 000 -	BROWNFIELD REDEVELOPMENT AUTHORITY	209,640.00	209,451.00	85.35	212,441.00	0.04
TOTAL REVENUES		209,640.00	209,451.00	85.35	212,441.00	0.04
Expenditures Dept 723 - BROWNF 243-723-802.00 243-723-840.00	FIELD REDEVELOPMENT AUTHORITY CONTRACTUAL SERVICES ADMINISTRATION FEES	205,693.00 5,000.00	99 , 529.52 0.00	204,606.74	214,892.00 7,500.00	95.21 0.00
Total Dept 723 -	BROWNFIELD REDEVELOPMENT AUTHORITY	210,693.00	99,529.52	204,606.74	222,392.00	92.00
TOTAL EXPENDITURE	2S	210,693.00	99,529.52	204,606.74	222,392.00	92.00
Fund 243 - BROWNE TOTAL REVENUES TOTAL EXPENDITURE	FIELD REDEVELOPMENT AUTHORITY:	209,640.00 210,693.00	209,451.00	85.35	212,441.00	0.04
			99,529.52	204,606.74	222,392.00	92.00
NET OF REVENUES &	x EXERNUTIOKES	(1,053.00)	109,921.48	(204,521.39)	(9,951.00) 2	∠ , ∪ɔɔ.∠੪

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01/03/2023 04:53 PM User: CBROCK

DB: Albion

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION

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PERIOD ENDING 11/30/2022

% Fiscal Year Completed: 91.51

22. 11121011	र्व	riscal fear comple	etea: 91.31			
GL NUMBER	DESCRIPTION	2021 AMENDED BUDGET	END BALANCE 12/31/2021 NORMAL (ABNORMAL)	YTD BALANCE 11/30/2022 NORMAL (ABNORMAL)	2022 AMENDED BUDGET	% BDGT USED
E - 1 0.4.4 EGONION	ATO DEVELOPMENT FUND					
	MIC DEVELOPMENT FUND					
Revenues	ī					
Dept 000 - GENERA 244-000-502.00	FEDERAL GRANTS	0.00	0.00	39,900.00	39,900.00	100.00
244-000-540.00	STATE GRANTS	39,900.00	0.00	25,000.00	25,000.00	100.00
244-000-590.00	LOCAL GRANTS	15,000.00	15,000.00	0.00	0.00	0.00
244-000-665.00	INTEREST	80.00	163.02	1,049.90	1,560.00	67.30
244-000-667.00	RENTS	121,000.00	121,916.63	121,916.63	133,000.00	91.67
244-000-671.00	OTHER REVENUES	2,757.00	8,957.42	2,070.00	2,070.00	100.00
244-000-676.00	REIMBURSEMENTS & RESTITUTIONS	0.00	0.00	595.63	596.00	99.94
Total Dept 000 -	GENERAL	178,737.00	146,037.07	190,532.16	202,126.00	94.26
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Dept 930 - TRANSF 244-930-699.00	TRANSFER IN	43,500.00	43,500.00	30,991.00	30,991.00	100.00
244-930-699.00	TRANSFER IN	43,500.00	43,500.00	30,991.00	30,991.00	100.00
Total Dept 930 -	TRANSFER IN	43,500.00	43,500.00	30,991.00	30,991.00	100.00
TOTAL REVENUES		222,237.00	189,537.07	221,523.16	233,117.00	95.03
Expenditures						
Dept 728 - EDC						
244-728-702.00	SALARIES AND WAGES	45,124.00	40,868.90	33,095.83	40,000.00	82.74
244-728-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0.00	0.00	534.74	535.00	99.95
244-728-703.00	PART TIME WAGES	0.00	0.00	1,476.64	1,477.00	99.98
244-728-704.00	OVERTIME	0.00	0.00	0.00	500.00	0.00
244-728-714.00	MEDICARE	680.00	602.13	522.42	660.00	79.15
244-728-715.00	FICA	2,910.00	2,574.55	2,233.51	2,825.00	79.06
244-728-716.00 244-728-717.00	HOSPITALIZATION INSURANCE LIFE INSURANCE	10,626.00 122.00	10,304.65 94.34	7,604.35 64.79	10,000.00 85.00	76.04 76.22
244-728-717.00	PENSION CONTRIBUTION	3,159.00	3,000.77	2,306.00	2,835.00	81.34
244-728-719.01	MERS DB CONTRIBUTION	7,300.00	0.00	7,012.50	7,650.00	91.67
244-728-719.02	EMPLOYER CONT MERS FORFIETURE APPLIED	0.00	(2,177.06)	(108.01)	(108.00)	100.01
244-728-720.00	WORKERS COMPENSATION	113.00	97.64	56.34	105.00	53.66
244-728-721.00	UNEMPLOYMENT INSURANCE	11.00	3.24	6.32	20.00	31.60
244-728-723.00	RETIREE HEALTH SAVINGS CONTRIB	528.00	520.60	440.33	575.00	76.58
244-728-724.00	CAR ALLOWANCE	1,800.00	1,800.08	1,650.06	1,800.00	91.67
244-728-726.00	OFFICE SUPPLY	1,000.00	696.07	933.28	885.00	105.46
244-728-727.00	OFFICE EQUIPMENT	750.00	742.92	681.01	743.00	91.66
244-728-728.00	DUES, BOOKS, PERIODICAL	1,200.00	1,107.00	832.99	1,000.00	83.30
244-728-744.00	POSTAGE BUILDING & GROUNDS REPAIR & MA	35.00 19,000.00	0.00	15.93	16.00	99.56 97.82
244-728-785.00 244-728-801.00	PROFESSIONAL SERVICES	5,000.00	18,154.15 3,683.00	23,721.95 3,716.88	24,250.00 3,260.00	114.01
244-728-802.00	CONTRACTUAL SERVICES	2,900.00	4,110.61	4,268.20	3,300.00	129.34
244-728-840.00	ADMINISTRATION FEES	10,000.00	9,999.96	9,166.63	10,000.00	91.67
244-728-851.00	TELEPHONE	150.00	120.99	622.26	680.00	91.51
244-728-857.00	TRAVEL	300.00	53.94	0.00	0.00	0.00
244-728-885.00	TRAINING	300.00	110.00	70.00	70.00	100.00
244-728-941.00	BUILDING RENTAL	1,800.00	1,800.00	1,650.00	1,800.00	91.67
244-728-950.00	INSURANCE AND BONDS	7,682.00	5,978.24	2,458.29	2,750.00	89.39
244-728-955.00	MISCELLANEOUS	0.00	0.00	0.04	0.00	100.00
244-728-967.00	ECONOMIC DEVELOPMENT	85,650.00	79,793.58	52,102.83	60,000.00	86.84
244-728-991.00	PRINCIPAL	5,720.00	0.00	5,720.00	5,720.00	100.00
244-728-995.00	INTEREST	286.00	0.00	286.00	286.00 Page 11	100.00

User: CBROCK

DB: Albion

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION

PERIOD ENDING 11/30/2022

% Fiscal Year Completed: 91.51

YTD BALANCE END BALANCE 2021 12/31/2021 11/30/2022 2022 % BDGT GL NUMBER DESCRIPTION NORMAL (ABNORMAL) NORMAL (ABNORMAL) AMENDED BUDGET USED AMENDED BUDGET Fund 244 - ECONOMIC DEVELOPMENT FUND Expenditures Total Dept 728 - EDC 214,146.00 184,040.30 163,142.11 183,719.00 88.80 214,146.00 184,040.30 163,142.11 183,719.00 88.80 TOTAL EXPENDITURES Fund 244 - ECONOMIC DEVELOPMENT FUND: TOTAL REVENUES 222,237.00 189,537.07 221,523.16 233,117.00 95.03 TOTAL EXPENDITURES 214,146.00 184,040.30 163,142.11 183,719.00 88.80 8,091.00 5,496.77 58,381.05 NET OF REVENUES & EXPENDITURES 49,398.00 118.19

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NET OF REVENUES & EXPENDITURES

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION

PERIOD ENDING 11/30/2022

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END BALANCE YTD BALANCE 2021 12/31/2021 11/30/2022 2022 % BDGT GL NUMBER DESCRIPTION AMENDED BUDGET NORMAL (ABNORMAL) NORMAL (ABNORMAL) AMENDED BUDGET USED Fund 247 - TIFA FUND Revenues Dept 000 - GENERAL 247-000-402.00 CURRENT PROPERTY TAXES 119,120.00 119,120.00 43,021.45 100,875.00 42.65 247-000-573.00 125,917.59 148,508.31 148,508.00 100.00 LOCAL COMMUNITY STABILIZATION STATE REIM 0.00 115.00 247-000-665.00 INTEREST 220.38 1,345.40 1,400.00 96.10 122,475.00 247-000-676.00 REIMBURSEMENTS & RESTITUTIONS 10,860.00 0.00 0.00 0.00 192,875.16 Total Dept 000 - GENERAL 241,710.00 256,117.97 250,783.00 76.91 TOTAL REVENUES 241,710.00 256,117.97 192,875.16 250,783.00 76.91 Expenditures Dept 730 - TIFA 102,266.47 247-730-702.00 102,900.00 79,867.99 95,000.00 84.07 SALARIES AND WAGES 247-730-702.01 1,247,73 1,248.00 99.98 LEAVE BANK PAYOUTS AND/OR BONUSES 0.00 0.00 3,924.86 3,925.00 247-730-703.00 PART TIME WAGES 0.00 0.00 100.00 247-730-704.00 0.00 0.00 0.00 500.00 0.00 OVERTIME 247-730-714.00 MEDICARE 1,550.00 1,499.94 1,261.80 1,500.00 84.12 247-730-715.00 FICA 6,640.00 6,413.69 5,395.54 6,425.00 83.98 27,220.00 27,166.46 HOSPITALIZATION INSURANCE 19,615.01 25,000.00 78.46 247-730-716.00 247-730-717.00 LIFE INSURANCE 240.00 238.66 157.21 185.00 84.98 247-730-719.00 PENSION CONTRIBUTION 7,600.00 7,510.44 5,559.05 6,685.00 83.16 EMPLOYER CONT. - MERS FORFIETURE APPLIED (5,449.46)(252.05)247-730-719.02 (4,857.00)(252.00)100.02 247-730-720.00 WORKERS COMPENSATION 525.00 240.06 135.47 66.08 205.00 247-730-721.00 UNEMPLOYMENT INSURANCE 15.00 8.46 16.27 35.00 46.49 247-730-723.00 RETIREE HEALTH SAVINGS CONTRIB 1,370.00 1,359.98 1,078.36 1,375.00 78.43 247-730-724.00 VEHICLE ALLOWANCE 4,200.00 4,199.92 3,849,94 4,200.00 91.67 4,000.00 0.00 0.00 247-730-785.00 BUILDING & GROUNDS REPAIR & MA 0.00 0.00 247-730-801.00 PROFESSIONAL SERVICES 1,600.00 510.00 2,443.38 1,731.00 141.15 247-730-802.00 0.00 0.00 633.76 634.00 99.96 CONTRACTUAL SERVICES 8,158.37 247-730-840.00 ADMINISTRATION FEES 8,900.00 8,900.04 8,900.00 91.67 247-730-922.00 ELECTRICITY 1,950.00 1,922.49 389.81 475.00 82.07 10,200.00 10,200.00 247-730-941.00 BUILDING RENTAL 9,350.00 10,200.00 91.67 ECONOMIC DEVELOPMENT 1,000.00 0.00 0.00 0.00 247-730-967.00 0.00 247-730-971.00 TAND 0.00 5,000.00 0.00 0.00 0.00 247-730-999.00 TRANSFER OUT 43,500.00 43,500.00 0.00 0.00 0.00 218,553.00 215,487.15 142,832.50 167,971.00 Total Dept 730 - TIFA 85.03 218,553.00 215,487.15 142,832.50 167,971.00 85.03 TOTAL EXPENDITURES Fund 247 - TIFA FUND: TOTAL REVENUES 241,710.00 256,117.97 192,875.16 250,783.00 76.91 TOTAL EXPENDITURES 218,553.00 215,487.15 142,832.50 167,971.00 85.03

23,157,00

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50,042,66

82,812,00

60.43

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NET OF REVENUES & EXPENDITURES

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION

PERIOD ENDING 11/30/2022

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30,320.00

156,811.18

(90,758.21)

128,224.00

70.78

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WORKFORCE DEVELOPMENT TASKFORCE MEETING MINUTES

Held at 1002 N. Eaton Street, Albion – Albion EDC Offices December 12, 2022

Workforce Development Taskforce Meeting was called to order at 9:10 a.m.

Committee Members Present: Ben Wallace; Annette Norris; Heather Ignash, Virgie

Ammerman

Most recent prior minutes/notes were distributed and reviewed.

Committee decided to meet once a month in order to gain momentum on deliverables. Third Monday of each month at 9 am.

Identified Resources/Focuses:

- MMA Albion/Marshall Meeting 3rd Thursdays at noon.
- Albion Employer Roundtable Heather requested the EDC's Manufacturers List
- I-94 Corrider Project January MOHS
- 3 Childcare Initiatives (Local to Albion, Regional, and Individual Need)
- MEATA
- ILC Potential oppoutunity for a Dale Carenegie Leadership Training
- P.A.T.H., 101 S. Superior, MI Works Assistance
- YouthBuild Working with Dr. Randy Davis = Focus Hope in Detroit is also applying
- Going Pro Funds how can we get more Going Pro dollars out into Albion?
 Apply Annually in November
- Billy Beers (Chamber) can be included in future emails for information.
- Haley Snyder (City) can be included in future emails for information.
- The Pulse Roadmap discussed.
- Norris requested information on the Business Solutions Professional for Albion.
 Ignash provided this summary following the meeting:

So your BSC is me. I cover all of Calhoun County as well as some outlying locations such as Galesburg, Richland, and Augusta. At this time our team's focus is on Going Pro but I also work on special projects. When it's Going Pro season as we like to call it, my focus does shift mainly to the grant. As I mentioned on the call, there are two cycles this year with the next cycle taking place in late spring as of now, though we are awaiting the state's timeline. ILC award periods have not been announced, but they are not open yet.

Our GPTF Specialist is Jessica Meskil. I have CC'd her on this email. During the application period of the grant it's really all hands on deck for the grant, but Jessica has done some excellent work around promoting the grant and meeting with employers as well as grant organization.

We have a Kalamazoo position open that will also eventually take over the Apprenticeship Success Coordinator position, but in the meantime that is also Jessica. Once that role is filled we will transition that person into that role.

10:00 a.m. Meeting adjourned.

Next Meeting Monday January 16th – Cancelled as it MLK Day Next Meeting Monday February 20th – Will need to be rescheduled as this is a federal holiday.

Note: We are adding interested individuals to this Taskforce. Please spread the word if anyone is interested.

REVOLVING LOAN FUND COMMITTEE MEETING

MINUTES

December 13, 2022

MEMBERS PRESENT: Scott Evans Ben Wallace

Randy Fisher Joyce Spicer

Dick Porter

Members Absent: Ed Haas, Heather Butts

OTHERS: None

STAFF: Virgie Ammerman

The meeting was called to order by Wallace at 9:15 am. A quorum was present.

- 1. Minutes from the January 10, 2022, meeting was approved with the recommendation of more details.
- 2. Memo from February 3, 2022, regarding Nomination and Approval of RLF Committee Members was received and approved with one correction. Fisher has no 'c.'
- 3. Ammerman was asked to provide and present financial information at future RLF Committee meetings, including status of existing loans.
- 4. Through discernment, it was decided the RLF has two existing loans, one of which is paid to date and one of which is delinquent.
- 5. Ammerman requested guidance on the SBDC work product; committee members provided much positive feedback on the work John Schmitt does on behalf of the Albion Community developing budgets and business plans.
- 6. After much discussion regarding the inside Out Delinquent loan, it was agreed to recommend to the AEDC Board and Ammerman to take the following actions:
 - a. Recommend writing off the \$804.98, as a demonstration of good faith and commitment to Inside Out's success, remaining on the \$5,000 grant receivable on the books from Inside Out. This is the amount that was either not repaid or not appropriately documented.
 - b. Recommend pursuing collections of the \$40,000 in this fashion:
 - i. Connect Inside Out with SBDC and require an actual budget and a business plan documenting their revised strategy.
 - ii. Negotiate a repayment plan from Inside Out resetting the timeline on the \$40,000 loan.
 - iii. Have Inside Out present this new plan to the RLF Committee.
 - iv. Request the RLF Committee approve or deny the new plan. If denied, provide requested changes and update the agreement.

- v. Obtain Inside Out Owners signatures on the repayment plan.
- vi. Re-institute regular meetings with SBDC.
- c. Motion was made by Wallace, supported by Evans, for these recommendations. Passed by 100% Roll Call vote.
- Ammerman presented a potential additional funding mechanism for RLF funds from USDA. It
 was decided this could be reviewed by this committee and would ultimately need to go to the
 AEDC Board. https://www.rd.usda.gov/programs-services/business-programs/intermediary-relending-program Intermediary Lending Program
- 7. At 10:15, motion to adjourn by Wallace, seconded by Spicer. P/U

Next Meeting will be Tuesday, March 14th 9-9:30, Marshall Opportunity High School Library.

memo



Albion Economic Development Corporation

To: EDC Board of Directors

From: Virgie Ammerman, President & CEO

Date: January 12, 2023

Re: President's Report

Economic Development

Business Retention/Expansion/Attraction

Retention

- Industrial/Business Attraction Committee Development Jan through Mar
- Retention Visits One per week beginning in January.
- **Project B** Local business looking for a new location.
- **Project D** Current business owner looking for large amount of parking. Working with the Land Bank.
- Industry Lead Collaboration Training Opportunity AEDC to serve as the Catalyst partnering with the MMA, Michigan Works, Dale Carnegie, funded by State of Michigan training budget. Target 200 employees in 2023-2024 – Application due March 31

Expansion & Attraction

- Added 250 acres of 425 plan to Zoom Prospector continue to respond to Site Needs from MEDC/Southwest Michigan First.
- **15 Acres** off Brooks Road available for sale verifying whether this is prior 425 property with limitations.
- Rail Grant Funding Investigating Rail Grant Funding Application Due Feb 28, 2023
- **Responded** to RFQ for 50 80 acres industrial.
- 600 Block Austin Developing plans for this area.
- Burger King Location Demolished. No insights on new use.
- **Project Ninja Goldfish, LLC** Site control documentation has been extended to March 31, 2023 and is in the hands of the attorneys.
- **1009** Industrial Blvd. Owners desire a variance from the City and a waiver of the AIP Covenants for a new fence. The City is in process of responding; AEDC to follow. This is off the EDC radar as this portion of the Industrial Park is not subject to Industrial Park Covenant.

- **910 Burstein and AIP Lot 22** On target to close sale during February 2023. Deposit has been made and held at the City.
- **Project A** Business incentives are being considered for a Canadian business purchasing a local manufacturing facility for warehousing.
- **Project C** Cargo model in early stages
- **Communications, Marketing** Significant effort is being placed on enhancing the AEDC digital footprint including website(s), Facebook, LinkedIn, and branding.
- Grant Writing Significant effort is being placed on grant writing for capacity building.

Entrepreneurial & Small Business Development

- **Inside Out** Potential forgiveness of <\$1,000 remaining debt per RLF Committee recommendation. Scheduled to present to the RLF Committee in March.
- **Dream.Build.Rise** This project is being reconstructed targeting a third cohort in Summer 2023. The first two winners have not yet experienced their \$10,000 of marketing. Seeking to rectify this situation before moving forward with the third cohort.
- **Entrepreneurs** Working with 10 entrepreneurs in various stages of development here in Albion.

Community Development

Downtown Development

- Building Culture and Connection in Public Spaces Collaborating with the DDA for use in Stoffer Plaza.
- **Big Albion Plan (ARC)** The Phase I of Big Albion Plan Transformational Project capital stack includes MEDC (MSF), BRA, OPRA, Opportunity Zone, and construction lending. MSF is scheduled to consider this project by Spring.
- Albion Malleable Brewing Company has acquired 3 houses that are adjacent to their project and City parking lot for expansion.
- **Developer Discussions** Confidential developer discussions in progress (multiple developers/investors.)
- **Match on Main Fall 2022** Albion EDC was awarded \$25,000 on behalf of Galazio's from the Winter round. Albion EDC is working with multiple applicants for the Spring round.

Housing Development

- Albion Housing Needs Utilizing Housing Needs Projection as a guide.
- **Subsidized Housing** The AEDC is interested in supporting improvements at Maple Grove and other current low income housing locations in Albion.
- Low Income Housing See Urban Renewal Property Development.
- **Project Green (Zero Plus Team)** The Urban Renewal property under consideration for this project has significant environmental concerns, limiting its viability for development.
- **Brick Street Lofts** Due to a misstep in 2021, working to get assessor's roles caught up so TIFA payment can be issued to Developer.

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- **Senior Housing Development** the Senior Housing Group has identified a potential site for development. My understanding is a developer has been chosen. This is market rate senior housing and EDC is not yet involved.
- Inheritance Development Barbara Welch desires to develop several Calhoun County Land Bank Authority lots on Pearl Street to develop single family, attainable housing. TIFA/BRA layers of funding may be used for development.
- 110-114 E. Erie Rental Rehab Developer is on a strict timeline with the MEDC to finalize
 agreements before March 31, 2023. Capital stack includes CDBG, investor matching funds,
 OPRA. Initial Dec 30 timelines not accomplished. AEDC will continue to monitor and assist if
 the project is allowed to move forward.

Capacity Building Opportunities

- 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 for visibility and privacy for clients.
- Engaging in Technology for efficiencies and security.
- President / CEO Goals accomplished 48% of 6 months goals in first 3 months.
- Attending February 4th City of Albion Planning Meeting Will want to submit AEDC priorities requiring City of Albion support.
 - Status of the Water Tower Infrastructure in the 425 Property?
- Collaborating with Albion College and others for a Community Read "The Color of Law" by Richard Rothstein in February 2023 held at Stirling Books and Brew. Date TBD.
- Applied to the Environmental Justice Advisory Council at the State of Michigan.
- **CEDAM/MEDC Community Development Host** City applied and City/AEDC will share this resource.
- Child Care Innovation Fund Partnering with EDC members of Region 8 for \$150,000 award.
- Apprentice Design Grant \$10,000 grant that could lead to a \$200,000 grant for child care instruction/apprenticeship. Submitted.
- **Child Care Entrepreneurship Grant** Individuals can apply for entrepreneurial grants for day care centers. Published on Social Media.
- Federal Funds In early exploration stages.
- MSHDA
 - o Housing and Community Development Fund In early exploration stages.
 - Missing Middle Funding –In early exploration stages.
 - Setting up monthly meetings with MSHDA to review open projects and potential funding sources.
- MDARD In early exploration stages.
- **MiHope** Residents can apply now for up to \$25,000 in emergency home repairs and energy efficiencies from sub recipients other than AEDC. AEDC will apply for second round to be an administrator. This would allow for diversification of revenue stream for AEDC and concerted efforts for community homeowners.
- RAP Grant Awaiting notification from SWMF on requested funding for local project.

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- SLBA Grants First round will be utilized by land banks for emergency repairs; second round may have more flexibility. Partnering with the City to provide a list of projects to the Land Bank. List was due in December.
- Spark Grants The City is exploring these for park, no match needed.
- **USDA Rural Development Grants** in early exploration stages for both capacity and specific business' needs.
- Michigan Children's Savings Accounts Creating an exploratory committee; funding available in FY2023.
- Professional Coaching AEDC Staff
- **NDC Training** AEDC Staff
- **Brownfield Bootcamp** AEDC Staff in conjunction with City of Albion
- Asset Management Champion Training AEDC Staff

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Albion EDC President/CEO Year 1 Performance Expectations Form

Foundation.

	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	50%	Ongoing
Manage Costs and programming to operate within the approved budget while ensuring financial stability through September 30 2023	25%	Ongoing
Diversify and grow revenue streams to include grant opportunities such as the following (plus others as identified)	30%	CEDAM
USDA Rural Development Grant – fund entrepreneurship specialist, build-out E-Programming (January -June 2023 application window)	10%	Add'l Revolving Funds & Ops Funding
MEDC Site Readiness – Build out of 425 Property Industrial Park (Infrastructure)	10%	Published in Site Selection Magazine
Identify financial vehicles for sale proceeds of 910 BURSTEIN, with ability to draw down for operations as required.	25%	Under Contract
Team Development: Assess landscape and capacity needs of the EDC Team to allow for adequate coverage and responsiveness to projects/prospects.	25%	Ongoing
Revolving Loan Fund (RLF)— develop local program reporting and annual update process.	0%	
Identify and create financial literacy growth opportunities for community members.	10%	CSA Program
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%	
Have one-on-one discussion with each EDC Board Member over the first 3 months and leverage board relationships for community/company introductions.	100%	
Work with EDC Board to grow governance and strategic capacity within the board in order to improve board members' experiences and attract future board members.	to 10 %	Board Chair Collaboration
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.	10%	Ongoing
Develop and launch a social media communication strategy allowing for consistent messaging from the office of Albion Economic Development.	50%	FB, Website, LinkedIn
Continue to implement new branding collateral to align more readily with the City of Albion, the DDA, Chamber, Albion College, Albion	50%	Ongoing

50%

Ongoing

ACTIVITY	PERCENT COMPLETE	
Embrace new technological tools for communicating and planning; maintain Hub Spot as a resource and library for historical documentation and planning.	25%	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.	7 5%	See Presidents Report for Details
Reconvene annual retention visits with existing manufacturing base to identify any challenges or expansion opportunities.	0%	Jan-23
Compile a list of potential large-scale partners who are interested in potentially bringing seven igure business opportunities to Albion.	0%	
Reconvene Workforce Taskforce and set 2 objectives for the 2023 fiscal year.	100%	Objectives = Carnegie, YouthBuild, alert business owners of training dollar opportunities
Develop an industrial/business attraction committee for a proactive attraction strategy	0%	Jan-23
Foster entrepreneurship and small business development in the City of Albion.	50%	Ongoing, SBDC partner
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	0%	
Launch Networking Roundtables offering training on topics of interest to build upon opportunities for small businesses to network and work together for greater success.	0%	Workforce Dev Committee
Develop an expert assistance program for legal, financial and marketing that allows small businesses access to expert assistance for free or low costs.	10%	Use Niles SCORE as a model
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%	
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.	20%	SBDC Partnership
Corporation (ARC) and the Big Albion Plan for redevelopment, including finalizing local approvals for Phase I (101-119 S Superior Redevelopment).	25%	Phase I delayed
Build relationships with development teams that are interested in downtown development while contributing financial incentive expertise to obtain a favorable result such as	10%	In progress
Albion Malleable Brewing Company expansion project (Brownfield TIF)	0%	
Austin School Redevelopment – currently in pre=development, Brownfield incentives will be required	0%	
Other projects identified in alignment with the City Master Plan	0%	
Administer a successful Albion Brownfield Redevelopment Authority (BRA) program, maintaining required reporting and ensuring a smooth process between the City, Assessor and EDC.	50%	Ongoing
State reporting due August 2023	0%	

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ACTIVITY	PERCENT COMPLETE	
Utilize incentives and resources to diversify housing stock options, while encouraging development of attainable (workforce) housing such as	20%	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%	Have assumed leadership
Support Senior Housing Development Group with expertise on Brownfield incentives and any financial packaging to obtain a successful development.	0%	Have not been connected to developer
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.	0%	
Build relationships with leadership of Albion College to discuss new opportunities for growth and development.	75%	
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	50%	Attended 1 session
Understand and articulate PA 425 and PA 328	100%	
Develop relationships and networks with economic and community development partners:	50%	
Michigan Economic Development Corporation	100%	
Calhoun County Land Bank	100%	
Michigan Works	100%	
Southwest Michigan First	100%	
HUD	100%	
MDARD	100%	
USDA	100%	
EGLE	100%	
SBDC	100%	
MSHDA	100%	
FLHB	100%	

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ACTIVITY	PERCENT COMPLETE
Housing and Community Development Fund	100%
MSF	20%
Smile	100%
	48%

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COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this	day of	
BETWEEN:		

Reset Counseling, PLC of 208 W Erie St., Albion, MI 49224, USA

Telephone: (517) 343-2132 (the "Landlord")

OF THE FIRST PART

- AND -

Albion Economic Development Corporation of 208 W Erie St, Albion, MI 49224, USA

Telephone: (517) 629-3926 (the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

- 1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 208 W Erie St, Albion, MI 49224, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities,

equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the office space at 208 W Erie St, Albion, MI 49224, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the office space municipally described as 208 W Erie St, Albion, MI 49224, USA (the "Premises"). The Premises are more particularly described as follows: Office space includes three rooms and a small entryway on the side of the building. This rental includes access to a shared entry, full kitchen, and bathroom that serve as a shared breakroom.

- 4.
- The Premises will be used for only the following permitted use: Office space (the "Permitted Use").
- 5. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: Parking lot behind building. (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's Parking.
- 6. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

Term

- 7. The term of the Lease commences at 12:00 noon on March 1, 2023 and ends at 12:00 noon on September 1, 2023 (the "Term").
- 8. Notwithstanding that the Term commences on March 1, 2023, the Tenant is entitled to possession of the Premises at 12:00 noon on February 17, 2023.
- 9. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

- 10. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$750.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
- 11. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
- 12. The Tenant will be charged an additional amount of \$50.00 for any late payment of Rent.
- 13. The Tenant will be given a grace period of 7 days to pay Rent before late payment fees are charged.
- 14. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

- 15. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
- 16. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
- 17. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or reenactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

18. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

19. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

20. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the

expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

- 21. If the Landlord reenters the Premises or terminates this Lease, then:
 - a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
 - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
 - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six(6) months.

Renewal of Lease

22. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

Landlord Chattels

23. The Landlord will not supply any chattels.

Tenant Improvements

- 24. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

25. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water and sewer.

Insurance

- 26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
- 27. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
- 28. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.

- 29. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
- 30. The Tenant will provide proof of such insurance to the Landlord upon request.

Abandonment

31. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

32. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Michigan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

33. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Michigan (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

- 34. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
- 35. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
- 36. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
- 37. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
- 38. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

39. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

- 40. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
- 41. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

- 42. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 43. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 44. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

45. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

46. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

47. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

- 48. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 49. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 50. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

- 51. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 52. Time is of the essence in this Lease.
- 53. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this L	ease have duly aff	ixed their signatures under hand and sea
or by a duly authorized officer under seal, on thi	s day of	·,
	Reset Counseling	g, PLC (Landlord)
(Witness)	Per:	(SEAL)
	Albion Economi	c Development Corporation (Tenant)
	Aldion Economic	Development Corporation (Tenant)
(Witness)	Per:	(SEAL)