

Thursday, February 2, 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.*

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 (10 min)
 - a) Jim Reed will be in attendance to review the governance role of the Board of Directors as compared to the operational role of the CEO/President.
- 6) Action Items (15 min)
 - a) Approval of Minutes from January 12, 2023, Board Meeting
 - b) Approve Financial Reports
 - i) Brownfield Redevelopment
 - ii) Economic Development Fund
 - iii) RLF Financial Report
 - iv) TIFA Financial Report
 - c) Discuss and authorize Virgie Ammerman to sign the agreement regarding early termination of lease dated 12/12/2021 with the Albion Community Foundation.
 - d) Discuss and authorize Virgie Ammerman to sign the 6-month lease agreement for 208 W. Erie Street.
 - e) Discuss and affirm amending the By-Laws to include the Albion City Manager as an Ex-Officio member of the Albion Economic Development Corporation Board of Directors.
 - f) Discuss and affirm deferring the following items from the CEO/President's goals during 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.

- 7) Committee Reports (10 min)
 - a) Community Engagement Committee
 - b) Dream.Build.Rise Committee
 - c) Executive Committee
 - d) Industry and Business Attraction Committee
 - e) Match on Main Committee
 - f) Nominating Committee
 - g) Revolving Loan Fund Committee
 - h) Workforce Development Committee

- 8) Closed Session (TBD)

- 9) President's Report (5 Min)

- 10) 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

- 11) Public Comment (TBD)
(Persons addressing the Board shall limit their comments to no more than 3 minutes)

- 12) Adjournment (1 Min)

- 13) Parking Lot
 - i) Board Workshop
 - Orientation Process
 - Training
 - Team Building
 - Committee Roles
 - Executive Board Role

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

Bv-LAWS

**THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF ALBION
TIFIA INCREMENT FINANCE AUTHORITY OF THE CITY OF ALBION
CITY OF ALBION BROWNFIELD REDEVELOPMENT AUTHORITY**

Part I *Master By-Laws*

Article I *Scope*

Section 1. *Common Board of Directors.* The City Council of the City of Albion has appointed a nine-member board of directors to supervise and control the business and affairs of The Economic Development Corporation of the City of Albion. The City Council has designated the board of directors of The Economic Development Corporation of the City of Albion to serve as the board of directors of the Tax Increment Finance Authority of the City of Albion and of the City of Albion Brownfield Redevelopment Authority. Each of those entities is referred to in these by-laws as “a corporation”; they are referred to collectively as “the corporations,” and are also referred to as “EDC,” “TIFA” and “BRA.”

Section 2. *By-Laws Generally Applicable to Operation of Board in All Capacities.* Except as otherwise specifically required by law, or as provided in these by-laws, the master by-laws as set forth in this Part I shall apply to the conduct and operations of the board of directors of The Economic Development Corporation of the City of Albion in that capacity and when it acts as the board of directors of the Tax Increment Finance Authority of the City of Albion and of the City of Albion Brownfield Redevelopment Authority.

Article II *Board of Directors*

Section 1. *General Powers.* The business and affairs of each corporation shall be supervised and controlled by a nine-person board of directors¹.

¹ 'Opinion of Michigan attorney general, No. 6264, December 11, 1984.

Section 2. *Appointment of Directors.* Directors are appointed by the mayor of the City of Albion with the advice and consent of the Albion City Council.

Section 3. *Tenure of Directors.* A director shall serve until his or her successor has been appointed.

Section 4. *Vacancies and Removal of Directors.* A seat shall become vacant at the expiration of the term of the incumbent and when his or her successor is appointed and qualified, or upon:

- A. the death of the incumbent;
- B. a resignation when accepted by the board;
- C. the incumbent's ceasing to qualify for office;
- D. a decision of a competent tribunal that the appointment of the incumbent is void;
- E. removal of the incumbent by action of the Albion City Council for cause as provided by law, including without limitation these circumstances:
 - (1) the incumbent's default to the City of Albion which continues more than thirty (30) days after notice by the city clerk, unless the director is, in good faith, actually testing the existence or legality of the default by an appropriate action at law or in equity;
 - (2) final conviction of the incumbent of a felony involving moral turpitude, or of an offense involving a violation of an oath of office;
 - (3) a judicial determination that the incumbent is legally disabled;
 - (4) failure of the director to take the oath or make the affirmation, or file a bond if required, within 10 days after the appointment is effective, or within not more than 30 days, if the board allows;
- F. unexcused absence from three consecutive regular meetings of the board. An absence may be excused only by a majority vote of the board taken at the meeting missed and recorded in the minutes.
- G. absence from four regular meetings in any calendar year, unless the absences are excused as provided above;
- H. any other event which, by law, creates a vacancy.

Section 5. *Conflicts of Interest.* Directors shall act in the interests of the corporations and not for personal gain or benefit². A director who has a pecuniary interest in any matter before

² 'Standards of Conduct for Public Officers and Employees, Act 196 of the Public Acts of 1973, as amended, MCL 15.341 *et seq.*, MSA 4.1700 (71) *et seq.*

a corporation shall as required by law³ disclose his or her interest before the corporation takes any action with respect to the matter. The disclosure shall become part of the official record of the corporation's proceedings. The interested director shall not participate in the board's proceedings relating to the matter unless participation is required by law. Approval of any transaction in which a director has such an interest shall be by vote of not less than two thirds of the full membership of the board of directors without the vote of the interested director. If a question of a director's interest in a matter arises other than by disclosure by the director, the board shall consider and shall by majority vote decide whether a conflict bars the director from participating and voting on the matter. The director whose interest is at issue shall not vote on that question.

Section 6. *Ex Officio Members.* Unless otherwise appointed as a regular director of the corporations, the president of the Greater Albion Chamber of Commerce and the supervisors of Albion and Sheridan Townships shall serve *ex-officio* as non-voting members of the board.

Article III *Meetings*

Section 1. *Annual Meeting.* Annually in December the board shall have an organizational meeting.

Section 2. *Regular and Special Meetings.* Each year at the annual meeting the board shall adopt a schedule of regular meetings. The schedule shall be posted as required by law. Meetings of the board may also be called by or at the request of the chair, the executive director, or any two directors. Meetings of the board shall be public except as provided by the Michigan Open Meetings Act⁴.

Section 3. *Notice.* Notices of meetings shall be given in accordance with the Open Meetings Act.

Section 4. *Waiver of Notice, Other Requirements.* When the board or any committee may take action only after notice to any person or after the passage of a fixed time, the action may be taken without notice and without delay if at any time before or after the action is taken each person entitled to notice and to participate in the action waives notice and other requirements in writing. The waivers shall be part of the permanent record of the proceedings.

Section S. *Quorum.* A majority of the directors then in office constitutes a quorum for the transaction of business at any meeting of the board. If less than a majority of the directors is present at a meeting, a majority of the directors present may recess the meeting for not more than

³ 'Contracts of Public Servants with Public Entities, Act 317 of the Public Acts of 1968, as amended; **MCL 15.321 et seq**, MSA 4.1700 (51) *et seq*.

⁴ ACT 266, Public Acts of 1976, as amended; MCL 15.261 *et seq*, MSA 4.1800 (11) *et seq*.

36 hours. Thereafter, it may be reconvened only with notice as required by the Michigan Open Meetings Act. The vote of the majority of directors present at a meeting at which a quorum is present constitutes the action of the board, unless the vote of a larger number is required by law, the articles, or these by-laws.

Section 6. *Participation by Communication Equipment.* A member of the board or of a committee may participate in a meeting by conference telephone or similar means by which all participants can hear each other. Such participation in a meeting constitutes presence in person.

Section 7. *Actions as Board of Directors of EDC, TIFA or BRA.* Actions of the board may be taken in behalf only of the EDC, only of TIFA, only of BRA, or in behalf of any combination or all of them, as the sense, context and purpose of the action determine. The capacity in which the board acts on any matter shall be specified in the minutes of the meeting at which the action was taken. A meeting of the board shall be presumed to have been called as a meeting of the board of directors of EDC, TIFA, and BRA unless the notice states otherwise.

Section 8. *Rules.* Robert's Rules of Order will govern the conduct of meetings.

Article IV

Officers

Section 1. *Officers.* The officers of the corporations except the executive director shall be elected by the board from among the directors. There shall be a chair, one or more vice chairs, a secretary and a treasurer. The board may elect assistant officers. The board may also elect a deputy secretary and a deputy treasurer who need not be directors. Each officer shall hold the same office with respect to all three corporations unless otherwise specified in the act of election because of the particular requirements of one or two of the corporations. Two or more offices may be held by the same person. No officer shall execute, acknowledge or verify an instrument in more than one capacity if it is required to be executed, acknowledged or verified by two or more officers.

Section 2. *Election and Term of Office.* Elective officers of the corporations shall be elected at the annual meeting to terms commencing on January 1 next after the annual meeting. If the election of officers is not held at that meeting, it shall be held as soon thereafter as convenient. Each officer shall serve one calendar year, or if later until his or her successor is elected and seated, or until his or her resignation or removal. Each officer shall be sworn to the faithful discharge of his or her duties.

Section 3. *Removal.* An officer may be removed by the board with or without cause to serve the best interests of the corporation.

Section 4. *Vacancies.* A vacancy in any elective office may be filled at any meeting of the board for the unexpired portion of the term.

Section 5. *Chair.* The chair shall preside at all meetings and shall perform the duties of

the office as provided by statute, the articles or resolution, and by these by-laws. He or she shall be, *ex-officio*, a member of all standing committees. He or she may delegate duties to a vice chair.

Section 6. *Vice Chairs*. There may be one or more vice chairs, who shall perform such duties as are delegated to them by the chair. The vice chairs in order of their seniority shall perform the duties of chair in his or her absence or disability. The vice chair shall perform such other duties as the board prescribes.

Section 7. *Secretary*. The secretary shall attend all meetings of the board, record all votes, and keep permanent minutes of all proceedings. The secretary may delegate the tasks of recording and minute-taking, but shall remain responsible for the accuracy and completeness of such records. The secretary shall perform like duties for the standing committees when required. He or she shall perform the duties of secretary as provided by the articles.

Section 8. *Treasurer*. The Treasurer shall perform the duties of treasurer as provided in the articles. He or she shall:

A. work cooperatively with the City of Albion clerk-treasurer-finance director to ensure that investments are made and records kept in compliance with applicable municipal finance laws and accounting practices;

B. render to the board at regular meetings or whenever the board requires, an account of all his or her transactions as treasurer and of the financial condition of the corporations;

C. give the corporations a bond if required by the board in a sum, and with sureties satisfactory to the board, for the faithful performance of the duties of office, and for the restoration to the corporations of the corporations' books, papers, vouchers, money and other property in the treasurer's possession or control.

Section 9. *Executive Director, 'President'*. Any one or more of the corporations may employ an executive director and confer upon the director such duties and authority as the board determines. The executive director, who may be given the title of "president," shall be the chief executive officer of the corporation for which he or she is engaged with general powers and duties of supervision and management of the corporation's business. The executive director may authorize expenditures and disbursements of funds of the corporations within the authority given by the board and pursuant to budget. The board shall allocate the executive director's duties and authority as between the three corporations.

Section 10. *Delegation of Duties of Officers*. Any duty of an officer may be delegated to an assistant, if one has been elected. The board by majority vote may assign powers or duties of an officer to any other officer, or to a director, subject to the requirements of the articles and of any surety.

Section 11. *Salaries*. The officers of the corporations except the executive director, if one is appointed, shall serve without salary. Officers may be reimbursed actual, reasonable

expenses incurred by them in service to the corporations.

Article V *Committees*

The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees.

a. Each committee of the board shall consist of one or more directors. In no event shall a committee be so large as to constitute a quorum of the whole board. The board may designate one or more directors as alternate members of a committee to replace an absent or disqualified member at a meeting of the committee. In the absence or disqualification of a member of a committee, the others present, whether or not a quorum, may unanimously appoint another director to act at the meeting in place of the absent or disqualified member. Committees and their members shall serve at the pleasure of the board.

b. A committee may exercise the management powers and authority of the board to the extent provided in the resolution. In no event shall a committee have the power to: (a) amend the articles of incorporation, (b) recommend to members a dissolution of the corporation or a revocation of dissolution, (c) amend the by-laws of the corporation, or (d) hire or discharge.

c. Committees of the board shall be presumed to have been established to serve the board in its direction of the EDC, TIFA and BRA. In establishing a committee the board may specify in the resolution that it will be a committee of the board or only one or any two of the corporations.

d. The board may appoint advisory committees in like manner. Advisory committees may include people who are not directors. No powers or authority of the board may be delegated to advisory committees.

e. So long as the corporation is charged with the duty of administering the Albion Area Revolving Loan Fund for economic development, there shall be a standing Revolving Loan Fund Committee which shall serve and exercise discretion as provided in the fund guidelines.

Article VI *Contracts, Loans, Checks and Deposits*

Section 1. *Contracts.* The board may authorize its officers and agents to enter into contracts and to execute and deliver instruments in the name of and on behalf of the corporations. Such authority may be general or limited. Any contract or other instrument executed in the name of a 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.

Section 2. *Loans.* No loan shall be contracted on behalf of a corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board and approved by the Albion City Council. Such authority may be general or limited.

Section 3. *Checks, Drafts, etc.* All checks, drafts or other orders for the payment of money shall be issued by the City of Albion treasurer's office upon the authorization of the board or the executive director.

Section 4. *Deposits.* Funds of a corporation not otherwise employed shall be deposited to the credit of the corporation as the board directs after consultation with the city clerk-treasurer-finance director.

Section 5. *Spending Authority.* If an executive director is employed, the board may by resolution fix a limit below which the executive director may expend funds or commit a corporation without further authorization.

Section 6. *Professional Advisors and Contractors.* The board may contract for the services of attorneys, accountants, engineers, architects, consultants and other advisers.

Article VII *Fiscal Year,' Budget*

Section 1. *Fiscal Year.* The fiscal year of each corporation shall correspond at all times to the fiscal year of the City of Albion.

Section 2. *Budget.* Annually the board shall propose a budget for each corporation. The budget of each corporation may be adopted by the board only after it has been approved by the Albion City Council.

Article VIII *Employment and Policies*

Section 1. *Employees.* Besides the position of executive director, the board may authorize the creation of positions for managers, secretaries and others as necessary for the corporations.

Section 2. *Policies.* The board may adopt employment and personnel policies. To the extent it does not do so, employee policies and procedures adopted by the City of Albion are adopted by reference.

Article IX
Books and Records

The board shall cause correct and complete records of account of each of the corporations and minutes of meetings to be kept. The financial records shall be kept at the Albion City Hall. The city shall also maintain a record of the names and address of the directors. All books and records of the corporation shall be open to the public as required by the Michigan Freedom of Information Act⁵. An annual audit by an independent certified public accountant will be conducted as a part of the City of Albion audit.

Article X
Indemnification

Members of the board, officers, and employees shall be indemnified against liabilities incurred in service to EDC, TIFA and BRA in accordance with applicable City of Albion insurance policies.

Article XI
Amendments

These by-laws may be amended or repealed by the affirmative vote of two thirds of the whole board at any regular or special meeting called for that purpose with at least 30 days' notice, subject to the approval of the Albion City Council by resolution.

Part II
Special By-Laws for
The Economic Development Corporation of the City of Albion

Article I
Name and Registered Office

Section 1. *Name.* The corporation is The Economic Development Corporation of the City of Albion ("EDC"). The corporation was established by articles of incorporation adopted

⁵ Act 442, Public Acts of 1976, as amended; MCL 15.231 *et seq.*, MSA 4,1801(1) *et seq.*

July 29, 1977, as amended November 2, 1977, all pursuant to the Economic Development Corporations Act⁶.

Section 2. *Registered Office.* The corporation’s registered office is at 112 W. Cass St., Albion, Michigan 49224.

Article II

Purposes and Powers

Section 1. *Purposes.* The corporation exists to promote economic development in the City of Albion and the surrounding community, as provided in Section 2 of the act and in Article II of the articles.

Section 2. *Powers.* The corporation has the powers enumerated in the act and in the articles, and all the powers of Michigan corporations generally, unless limited by law. It may undertake one or more “projects” within the meaning of the act. It may act as agent for’ other public authorities, including the City of Albion. Its board of directors may act as the board of directors for The Tax Increment Finance Authority of the City of Albion (“TIFA”) and the City of Albion Brownfield Redevelopment Authority (“BRA”).

Part III

Special By-Laws for the Tax Increment Finance Authority of the City of Albion

Article I

Name and Registered Office

Section 1. *Name.* The corporation is the Tax Increment Finance Authority of the City of Albion (“TIFA”). The corporation was established by resolution of the Albion City Council May 3, 1982, as modified November 7, 1983, all pursuant to the Tax Increment Finance Authority Act⁷.

Section 2. *Registered Office.* The corporation’s registered office is at 112 W. Cass St., Albion, Michigan 49224,

⁶ Act 338 of the Public Acts of 1974, as amended, MCL 125.1601 *et seq.*, MSA 5,3520 (I) *et seq.*

⁷ Act 450 of the Public Acts of 1980, as amended, MCL 125.1801 *et seq.*, MSA 3.540 (201) *et seq.*

Article II
Purposes and Powers

Section 1. *Purposes.* TIFA exists to promote economic growth in the area of the City of Albion designated as the Tax Increment Finance Authority district.

Section 2. *Powers.* TIFA has the powers enumerated in the act and in the resolution, and all the powers of Michigan corporations generally, unless limited by law. It may undertake one or more “development plans” within the meaning of the act.

Part IV
Special By-Laws for the
City of Albion Brownfield Redevelopment Authority

Article I
Name and Registered Office

Section 1. *Name.* The corporation is the City of Albion Brownfield Redevelopment Authority (“BRA”). The corporation was established by resolution of the Albion City Council December 4, 2000, all pursuant to the Brownfield Redevelopment Financing Act⁸.

Section 2. *Registered Office.* The corporation’s registered office is at 112 W. Cass St., Albion, Michigan 49224.

Article II
Purposes and Powers

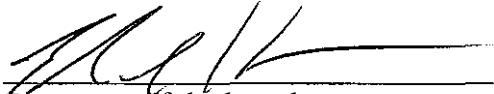
Section 1. *Purposes.* BRA exists to identify and treat environmentally distressed areas, including those which are functionally obsolete or blighted, in order to promote revitalization in the Albion brownfield redevelopment zone, which is congruent with the city limits of the City of Albion.

⁸ Act 38 1 of the Public Acts of 1996, as amended, MCL 125.2651 *et seq*, MSA 3.540 (265 1) *et seq*.

Section 2. *Powers.* BRA has the powers enumerated in the act and in the resolution, and all the powers of Michigan corporations generally, unless limited by law. It may undertake one or more "brownfield plans" within the meaning of the act, and may establish a local site remediation revolving fund.

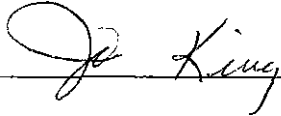
CERTIFICATES OF ADOPTION

I CERTIFY that these by-laws were adopted by the requisite vote of the board of The Economic Development Corporation of the City of Albion, for itself and as the board of directors of The Tax Increment Finance Authority of the City of Albion and as the board of directors of the City of Albion Brownfield Redevelopment Authority, May 9, 2001.



Secretary of the board

I CERTIFY that these by-laws were ratified by resolution of the Albion City Council adopted June 4, 2001.



City Clerk

**The Economic
Development Corporation
of the City of Albion**



Compiled Articles of Incorporation

2001

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming an economic development corporation under the provisions of Act No. 338 of the Public Acts of 1974, as amended.

ARTICLE I

Name. The name of the corporation is THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF ALBION.

Authorized by The City Council of the City of Albion ordinance adopted July 11, 1977; articles filed September 9, 1977.

ARTICLE II

The corporation is organized pursuant to Act 338 of the Public Acts of 1974, as amended ("Act 338"), to perform essential public purposes and functions of the City of Albion. Its purposes will be to alleviate and prevent conditions of unemployment; to assist and retain local industries and commercial enterprises to strengthen and revitalize the economy of the City of Albion and the State of Michigan; to provide means and methods for the encouragement and assistance of industrial and commercial enterprises in locating, purchasing, constructing, reconstructing, modernizing, improving, maintaining, repairing, furnishing, equipping and expanding within the City of Albion; to encourage the location and expansion of industrial and commercial enterprises to more conveniently provide needed services and facilities to the City of Albion and the residents thereof; to promote economic activity in the forestry and agricultural sectors by providing incentives to combat inflation, to reduce energy consumption, to retain the family farm unit, to reduce the rate at which urban sprawl has been devouring farm lands, and to provide farmers and foresters with a more favorable export market; to encourage the development of facilities designed to produce energy from renewable resources; and to accomplish such other purposes as may be provided from time to time in Act 338, and, to accomplish the foregoing, to do the following:

- (a) To construct, acquire by gift or purchase, reconstruct, improve, maintain, and repair the necessary lands, or interests in lands or portions of lands, for "Projects", as that term may be defined from time to time in Act 338.
- (b) To acquire by gift or purchase the necessary machinery, furnishings and equipment for Projects.
- (c) To make secured or unsecured loans, participate in the making of secured or unsecured loans, undertake commitments

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to make secured or unsecured loans and mortgages, sell loans and mortgages at public or private sale, rewrite loans and mortgages, discharge loans and mortgages, foreclose on a mortgage, or commence an action to protect or enforce a right conferred upon it by a law, mortgage, loan, contract, or other agreement.

- (d) To borrow money and issue its revenue bonds or revenue notes to finance or refinance part or all of the Project costs and the costs necessary or incidental to the borrowing of money and issuing of bonds or notes for such purpose, and secure those bonds and notes by mortgage, assignment, or pledge of any of its money, revenues, income, and properties. Bonds and notes may be issued pursuant to this act to acquire and install Projects, necessary lands, or an interest in the land or portion thereof, for the site therefor, and the necessary machinery, furnishings, and equipment for a Project notwithstanding that the corporation does not own or propose to own such Projects, lands, or machinery, furnishings, and equipment.
- (e) To enter into leases, lease purchase agreements, installment sales contracts or loan agreements with any person, firm or corporation for the use or sale of Projects.
- (f) To mortgage or create security interests in the Project, a part of the Project, a lease or loan, or the rents, revenues, or sums to be paid during the term of a lease or loan, in favor of holders of bonds or notes issued by the corporation.
- (g) To sell and convey Projects or any part thereof for a price and at a time as the corporation determines.
- (h) To lend, grant, transfer or convey funds, described in Section 27 of Act 338, as permitted by law, but subject to applicable restrictions affecting the use of these funds.
- (i) Assist and participate in the designation of the land area which will be acquired in the implementation of a Project and of the City.
- (j) Prepare, assist and aid in the preparation of plans, services, studies and recommendations relative to the public purposes of the corporation and secure approval of the same.
- (k) Aid, assist and participate in clearing, rebuilding and rehabilitating blighted, deteriorated areas or structures.
- (l) Encourage citizen participation and assistance in industrial, commercial, agricultural and forestry enterprises, housing and

community improvements and to disseminate information to the general public concerning the purposes and objectives of the corporation.

- (m) Aid, assist and participate in the acquisition, rehabilitation or construction of industrial and commercial improvements, dwelling units or other structures or matters incidental thereto.
- (n) Hold, demolish, repair, alter and improve or otherwise develop, clear, and dispose of real property.
- (o) Enter into agreements, grants, and contracts with any state or federal agency or department, its political subdivisions and agency or department thereof, or any other official public body and any individual, corporation or other organization in connection with the purpose of the corporation, subject to applicable laws and regulations.
- (p) Accept, hold, own and acquire by bequest, devise, gift, purchase or lease any property or an interest in property, real or mixed, whether tangible or intangible, without limitation as to kind, amount or value.
- (q) Sell, convey, lease, rent, mortgage, or make loans, grants or pledges of any such property or an interest in property, or any interest therein or proceeds therefrom, and to invest and reinvest the principal thereof and receipts therefrom, if any, subject to applicable laws and regulations.
- (r) Carry on any activity for the purposes above stated, either directly or as agent for or with public authorities, or in whole or in part through or by means of public authorities, individuals, corporations or other organizations, subject to applicable laws and regulations.
- (s) In general, and subject to such limitations and conditions as are or may be prescribed by law, to exercise such other powers which now are or hereafter may be conferred by law upon a corporation organized by the City of Albion under the above statutes and for the above purposes.

Amended by The City Council of the City of Albion resolution adopted June 1, 1981.

- (t) Enter into agreements with Albion Township and Sheridan Township with regard to regional economic development, including the development, administration, maintenance and

Albion Economic Development Corporation Compiled Articles

enforcement of a regional revolving loan fund designed to assist qualifying industrial and/or commercial businesses.

Amended by The City Council of the City of Albion resolution No. 86-40, adopted October 6, 1986.

ARTICLE III

Section 1. Directors Management. The business and affairs of the corporation shall be managed by its Board of Directors except as otherwise provided by statute, by the Articles of Incorporation or by the by-laws. Directors shall be public officers.

Amended by The City Council of the City of Albion resolution adopted June 1, 1981.

Section 2, Board of Directors. The Board of Directors of the Corporation shall consist of not less than nine (9) persons, not more than three (3) of whom shall be an officer or employee of the City of Albion. The Mayor shall serve on the Board of Directors as one of its regular members by virtue of holding the office of Mayor of the City of Albion. Any other member of the governing body of the municipality may also serve on the Board of Directors. These directors shall be appointed for terms of 6 years, except of the directors first appointed, 4 shall be appointed for 6 years, 1 for 5 years, 1 for 4 years, 1 for 3 years, 1 for 2 years, and 1 for 1 year. The corporation shall notify the Mayor of the City of Albion in writing of the corporation's intention to commence preparation of a project plan and there shall be appointed promptly after such notice 2 additional directors of the corporation who shall be representative of neighborhood residents likely to be effected by each such project proposed by the corporation and who shall cease to serve when the project for which they are appointed is either abandoned, or, if undertaken, is completed in accordance with the project plan. Directors shall serve without salary, but may be reimbursed their actual expenses incurred in the performance of their official duties. The meetings of the board of directors shall be public.

Amended by The City Council of the City of Albion resolution No. 2001-15, adopted February 5, 2001.

Sec. 3. Appointment of Board. The Mayor of the City of Albion, with the advice and consent of the Albion City Council shall appoint the members of the board of directors. Subsequent directors shall be appointed in the same manner as original appointments at the expiration of each director's term of office. A director whose term of office has expired shall continue to hold office until his successor has been appointed. A director may be reappointed to serve additional terms. If a vacancy is created by death or resignation or removal by operation of law, a successor shall be appointed within 30 days to hold office for the remainder of the term of office so vacated.

Authorized by The City Council of the City of Albion ordinance adopted July 11, 1977; articles filed September 9, 1977.

Section 4. VACANCIES AND REMOVAL OF DIRECTORS

- (a) A Board position shall become vacant upon the occurrence of any of the following:
- (1) the expiration of the term of office;
 - (2) the death of the incumbent;
 - (3) a resignation when approved by the Board;
 - (4) a removal from office in any manner provided by law;
 - (5) ceasing to possess at any time the qualifications of eligibility for office required by these Articles;
 - (6) being in default to the city more than thirty (30) days after receiving written notice of default from the City Clerk, unless the officer is, in good faith, actually testing the existence or legality of such default by an appropriate action at law or in equity;
 - (7) final conviction of a felony involving moral turpitude, or an offense involving a violation of an oath of office;
 - (8) a judicial determination that the incumbent is of unsound mind;
 - (9) a decision of a competent tribunal declaring the appointment of the incumbent void;

- (10) failure to take the oath or made the affirmation, or file the bond required for the office within ten (10) days from the date for the commencement of the term of office, or within such other time, not exceeding thirty (3) days thereafter, as the Board may fix;
- (11) absence from three (3) consecutive regular meetings of the Board unless such absences, with reasons therefore stated at the time and appearing in the journal of the meeting from which the member was absent, be excused by a majority vote of the Board; or four (4) such meetings in any calendar year, unless such absences are so excused;
- (12) any other event which, by law, creates a vacancy;

Amended by The City Council of the City of Albion resolution No. 87-25, adopted November 2, 1987.

Sec. 5. Conflict of Interest. A director who has a direct interest in any matter before the corporation shall disclose his interest prior to the corporation taking any action with respect to the matter, which disclosure shall become a part of the record of the corporation's official proceedings and the interested director shall further refrain from participation in the corporation's proceedings relating to the matter.

Authorized by The City Council of the City of Albion ordinance adopted July 11, 1977; articles filed September 9, 1977.

Section 6. The members of the Board of Directors or any person executing any revenue bond or revenue note on behalf of the corporation shall not be liable personally on the revenue bond or revenue note, or be subject to any personal liability or accountability by reason of the issuance of the revenue bond or revenue note, by reason of acquisition, construction, ownership, or operation of a Project, or by reason of any other action taken or omitted by the Board of Directors. By resolution the Board of Directors may provide for the purchase of insurance indemnifying the members of the Board of Directors from and against any and all personal liability or accountability described in this section or any loss or expense related thereto.

Amended by The City Council of the City of Albion resolution adopted June 1, 1981.

Albion Economic Development Corporation Compiled Articles

ARTICLE IV

Sec. 1. Officers. The officers of the corporation shall consist of a president, secretary, treasurer, and, if desired, one or more vice presidents, and such other officers as may from time to time be determined by the Board of Directors, each of whom shall be elected by the directors. Two or more offices may be held by the same person but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or the articles or by-laws to be executed, acknowledged or verified by two or more officers.

Sec. 2. Election and term of office. The officers of the corporation shall be elected annually by the Board of Directors. If the election of officers shall not be held or made at such meeting, such election shall be held or made as soon thereafter as is convenient. Each officer so elected shall hold office for the term of which he is elected and until his successor is elected and qualified, or until his resignation or removal.

Sec. 3. Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors with or without cause whenever in its judgment the best interests of the corporation would be served thereby.

Sec. 4. Vacancies. A vacancy in office because of death, resignation, removal, disqualification or otherwise, may be filled at any meeting of the board of directors for the unexpired portion of the term of such office.

Sec. 5. President. The president shall be the chief executive officer of the corporation, but he may from time to time delegate all or any part of his duties to an executive vice president, if one is elected, or to any vice president. He shall preside at all meetings of the directors; he shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the board are carried into effect. He shall execute all bonds, mortgages, conveyances and other instruments entered into pursuant to the powers of the corporation as set forth in the articles of incorporation with the approval and authority of the board of directors. He shall be ex officio a member of all standing committees.

Sec. 6. Vice Presidents. The vice president shall perform such duties as are delegated to him by the president and he and the other vice presidents in order of their seniority shall, in the absence or in the event of the disability of the

president, perform the duties and exercise the powers of the president, and shall perform such other duties as the board of directors shall prescribe.

Sec. 7. Secretary. The secretary shall attend all meetings of the board and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committee when required. He shall give, or cause to be given, notice of all other duties as may be prescribed by the board of directors under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the board, affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of the treasurer. He shall be sworn to the faithful discharge of his duties. The assistant secretary, if one is elected, shall perform the duties and exercise the power of the secretary in his absence or in the event of his disability.

Sec. 8. Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys, and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the president and directors at the regular meetings of the board, or whenever they may require an account of all his transactions as treasurer and of the financial condition of the corporation. He shall give the corporation a bond if required by the board of directors in a sum, and with one or more sureties satisfactory to the board, for the faithful performance of the duties of his office, and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, paper, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. The assistant treasurer, if one is elected, shall perform the duties and exercise the power of the treasurer in his absence or in the event of his disability.

Sec. 9. Delegation of Duties of Officers. In the absence of any officer of the corporation, or for any other reason that the board may deem sufficient, the board may delegate, from time to time and for such time as it may deem appropriate, the powers and duties, or any of them, of such officer to any other officer, or to any director, provided a majority of the board then in office concurs therein.

ARTICLE V

Location of the first registered office is: City Hall, Albion, Michigan 49224.

The post office address of the first registered office is: City Hall, Albion, Michigan 49224.

ARTICLE VI

The name of the first resident agent is Charles N. Lentz.

ARTICLE VII

The amount of assets which said corporation possesses is:

- 1) Real property: None.
- 2) Personal property: None.

The corporation will be financed from donations, gifts, grants, and devises, either solicited or unsolicited, obtain from public authorities, individuals, corporations and other organizations, by earnings from its activities, borrowings, and issuance of revenue bonds.

ARTICLE VIII

The names and addresses of the incorporators are as follows:

Dewey H. Bitney
905 Haven Road
Albion, Michigan

Charles W. Jones
905 Carson Street
Albion, Michigan 49224

Charles N. Lentz
2831 Country Club Drive
Albion, Michigan 49224

ARTICLE IX

The corporation shall become effective thirty days after adoption of an ordinance by the Albion City Council authorizing this incorporation, its publication and its final approval as provided by law. The term of the corporate existence is perpetual.

ARTICLE X

No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, officer or director of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no member, trustee, officer or director of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Upon dissolution of the corporation or the winding up of its affairs, all property and assets of the corporation shall be distributed exclusively to the City of Albion, Michigan, or its succession.

ARTICLE XI

These Articles of Incorporation shall be published in the Albion Evening Recorder in accordance with the provisions of Act 338 of Public Acts of 1974, as amended.

Authorized by The City Council of the City of Albion ordinance adopted July 11, 1977; articles filed September 9, 1977.

ARTICLE XII

The initial By-Laws of a corporation shall be adopted by its Board of Directors by majority vote, and approved by the City Council of the City of Albion by Ordinance. The Board may thereafter amend or repeal By-Laws or adopt new By-Laws with the approval of the Albion City Council by Resolution. The By-Laws may contain any provision for the regulation and management of the affairs of the corporation not inconsistent

with law or these Articles of Incorporation.

Amended by The City Council of the City of Albion resolution No. 87-25, adopted November 2, 1987.

ARTICLE XIII

All meetings of the Board of Directors shall be public and notice of such meetings will be posted in the office of the City Clerk of the City of Albion once at least eighteen hours prior to the date of such meeting and the corporation shall comply with Act 267 of the Public Acts of 1976 relative to its meetings.

ARTICLE XIV

The Corporation shall at all times be deemed to be an agency or political subdivision of the City of Albion. The books and records of the corporation and of the Board of Directors, officers and agents thereof shall be public and open to inspection and audit by the City of Albion at all reasonable times. The corporation shall submit an annual report of its activities to the legislative body of the City of Albion and to the office of economic development of the Michigan department of commerce, and shall annually publish in a newspaper of general circulation a report of its revenue and expenditures for the operating year.

Amended by The City Council of the City of Albion resolution adopted June 1, 1981.

We, the incorporators, sign our names this 29th day of July, 1977.

Dewey H. Bitney

Albion Economic Development Corporation Compiled Articles

Charles W. Jones

Charles N. Lentz

STATE OF MICHIGAN)

COUNTY OF CALHOUN)

On this 29th day of July, 1977, before me personally appeared Dewey H. Bitney, Charles W. Jones, and Charles N. Lentz to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

James C. Kingsley, Notary Public
Calhoun County, Michigan
My commission expires: May 9, 1978

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, Donovan 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

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

GL NUMBER	DESCRIPTION	YTD 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
243-000-445.00	PENALTY & INTEREST ON TAXES	0.00	0.00	0.00	0.00
243-000-665.00	INTEREST	0.00	0.00	158.24	150.00
243-000-671.00	OTHER REVENUES	0.00	0.00	0.00	0.00
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)

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	6,300.00
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	102,433.36
*** 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	46,999.06
Ending Fund Balance		195,161.13	242,160.19
Total Liabilities And Fund Balance		205,708.70	344,593.55

User: DCLARK

PERIOD ENDING 12/31/2022

DB: Albion

% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	YTD BALANCE		YTD BALANCE	
		2021	12/31/2021	12/31/2022	2022
		AMENDED BUDGET	(MAL (ABNORMAL))	(MAL (ABNORMAL))	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
244-000-502.01	EPA GRANT	0.00	0.00	0.00	0.00
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
244-000-626.10	ADMINISTRATION FEES	0.00	0.00	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
244-000-673.00	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00
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
244-728-702.03	SALARY & WAGES - COVID-19 RELATED	0.00	0.00	0.00	0.00
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
244-728-705.00	SICK TIME INCENTIVE PAY	0.00	0.00	0.00	0.00
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	11,114.38	3,260.00
244-728-802.00	CONTRACTUAL SERVICES	2,900.00	4,110.61	4,764.03	3,300.00
244-728-804.00	PRINTING AND COPYING	0.00	0.00	0.00	0.00
244-728-819.00	CONFERENCE COSTS	0.00	0.00	0.00	0.00
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
244-728-921.00	GAS	0.00	0.00	0.00	0.00
244-728-922.00	ELECTRICITY	0.00	0.00	0.00	0.00
244-728-923.00	WATER	0.00	0.00	0.00	0.00
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
244-728-971.00	LAND	0.00	0.00	0.00	0.00
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
244-728-999.00	TRANSFER OUT	0.00	0.00	0.00	0.00
Total Dept 728 - EDC		214,146.00	184,040.30	186,346.22	183,719.00
Dept 750 - EPA GRANT					
244-750-702.00	SALARIES AND WAGES	0.00	0.00	0.00	0.00
244-750-714.00	MEDICARE	0.00	0.00	0.00	0.00
244-750-715.00	FICA	0.00	0.00	0.00	0.00
244-750-716.00	HOSPITALIZATION INSURANCE	0.00	0.00	0.00	0.00
244-750-717.00	LIFE INSURANCE	0.00	0.00	0.00	0.00
244-750-719.00	PENSION CONTRIBUTION	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	YTD BALANCE		YTD BALANCE	
		2021	12/31/2021	12/31/2022	2022
		AMENDED BUDGET	MAL (ABNORMAL)	MAL (ABNORMAL)	AMENDED BUDGET
Fund 244 - ECONOMIC DEVELOPMENT FUND					
Expenditures					
244-750-720.00	WORKERS COMPENSATION	0.00	0.00	0.00	0.00
244-750-721.00	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	0.00
244-750-723.00	RETIREE HEALTH SAVINGS CONTRIB	0.00	0.00	0.00	0.00
244-750-724.00	VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00
244-750-726.00	OFFICE SUPPLY	0.00	0.00	0.00	0.00
244-750-727.00	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00
244-750-801.00	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
244-750-802.00	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
244-750-857.00	TRAVEL	0.00	0.00	0.00	0.00
244-750-955.00	MISCELLANEOUS	0.00	0.00	0.00	0.00
Total Dept 750 - EPA GRANT		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		214,146.00	184,040.30	186,346.22	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	186,346.22	183,719.00
NET OF REVENUES & EXPENDITURES		8,091.00	5,496.77	46,999.06	49,398.00

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

User: DCLARK

PERIOD ENDING 12/31/2022

DB: Albion

% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	YTD 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
247-000-402.01	PROPERTY TAX CHARGEBACKS	0.00	0.00	0.00	0.00
247-000-410.00	DELINQUENT PERSONAL PROPERTY T	0.00	0.00	0.00	0.00
247-000-441.00	LOCAL COMMUNITY STABILIZATION SHARE TAX	0.00	0.00	0.00	0.00
247-000-445.00	PENALTY & INTEREST ON TAXES	0.00	0.00	0.00	0.00
247-000-540.00	STATE GRANTS	0.00	0.00	0.00	0.00
247-000-573.00	LOCAL COMMUNITY STABILIZATION STATE REIM	0.00	125,917.59	148,508.31	148,508.00
247-000-590.00	LOCAL GRANTS	0.00	0.00	0.00	0.00
247-000-665.00	INTEREST	115.00	220.38	2,531.98	1,400.00
247-000-667.00	RENTS	0.00	0.00	0.00	0.00
247-000-671.00	OTHER REVENUES	0.00	0.00	0.00	0.00
247-000-673.00	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00
247-000-676.00	REIMBURSEMENTS & RESTITUTIONS	122,475.00	10,860.00	0.00	0.00
247-000-698.00	DEBT PROCEEDS	0.00	0.00	0.00	0.00
Total Dept 000 - GENERAL		241,710.00	256,117.97	251,915.02	250,783.00
Dept 930 - TRANSFER IN					
247-930-699.00	TRANSFER IN	0.00	0.00	0.00	0.00
Total Dept 930 - TRANSFER IN		0.00	0.00	0.00	0.00
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
247-730-703.03	PART-TIME WAGES - COVID-19 RELATED	0.00	0.00	0.00	0.00
247-730-704.00	OVERTIME	0.00	0.00	0.00	500.00
247-730-705.00	SICK TIME INCENTIVE PAY	0.00	0.00	0.00	0.00
247-730-706.00	LICENSING INCENTIVE	0.00	0.00	0.00	0.00
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
247-730-718.00	DISABILITY INSURANCE	0.00	0.00	0.00	0.00
247-730-719.00	PENSION CONTRIBUTION	7,600.00	7,510.44	6,579.25	6,685.00
247-730-719.01	MERS DB CONTRIBUTION	0.00	0.00	0.00	0.00
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
247-730-726.00	OFFICE SUPPLY	0.00	0.00	0.00	0.00
247-730-727.00	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00
247-730-728.00	DUES, BOOKS, PERIODICAL	0.00	0.00	0.00	0.00
247-730-744.00	POSTAGE	0.00	0.00	0.00	0.00
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
247-730-804.00	PRINTING AND COPYING	0.00	0.00	0.00	0.00
247-730-819.00	CONFERENCE COSTS	0.00	0.00	0.00	0.00
247-730-840.00	ADMINISTRATION FEES	8,900.00	8,900.04	8,900.04	8,900.00
247-730-851.00	TELEPHONE	0.00	0.00	0.00	0.00
247-730-857.00	TRAVEL	0.00	0.00	0.00	0.00
247-730-880.00	COMMUNITY PROMOTIONS	0.00	0.00	0.00	0.00
247-730-885.00	TRAINING	0.00	0.00	0.00	0.00
247-730-921.00	GAS	0.00	0.00	0.00	0.00
247-730-922.00	ELECTRICITY	1,950.00	1,922.49	424.71	475.00
247-730-923.00	WATER	0.00	0.00	0.00	0.00
247-730-941.00	BUILDING RENTAL	10,200.00	10,200.00	10,200.00	10,200.00
247-730-950.00	INSURANCE AND BONDS	0.00	0.00	0.00	0.00
247-730-950.01	INSURANCE RESERVE	0.00	0.00	0.00	0.00
247-730-955.00	MISCELLANEOUS	0.00	0.00	0.00	0.00
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
247-730-974.00	LAND IMPROVEMENTS	0.00	0.00	0.00	0.00
247-730-991.00	PRINCIPAL	0.00	0.00	0.00	0.00
247-730-992.00	CDBG LOAN PAYMENT	0.00	0.00	0.00	0.00
247-730-995.00	INTEREST	0.00	0.00	0.00	0.00
247-730-999.00	TRANSFER OUT	43,500.00	43,500.00	0.00	0.00

GL NUMBER	DESCRIPTION	YTD BALANCE		YTD BALANCE	
		2021	12/31/2021	12/31/2022	2022
		AMENDED BUDGET	MAL (ABNORMAL)	MAL (ABNORMAL)	AMENDED BUDGET
Fund 247 - TIFA FUND					
Expenditures					
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

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	YTD 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					
296-000-607.00	CHARGES FOR SERVICES-FEES	0.00	0.00	0.00	0.00
296-000-665.00	INTEREST	160.00	794.39	6,640.45	6,000.00
296-000-671.00	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00
Total Dept 000 - GENERAL		160.00	794.39	6,640.45	6,000.00
Dept 930 - TRANSFER IN					
296-930-699.00	TRANSFER IN	0.00	0.00	0.00	0.00
Total Dept 930 - TRANSFER IN		0.00	0.00	0.00	0.00
TOTAL REVENUES		160.00	794.39	6,640.45	6,000.00
Expenditures					
Dept 740 - REVOLVING LOAN					
296-740-702.00	SALARIES AND WAGES	0.00	0.00	0.00	0.00
296-740-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	0.00	0.00	0.00	0.00
296-740-703.00	PART TIME WAGES	0.00	0.00	0.00	0.00
296-740-705.00	SICK TIME INCENTIVE PAY	0.00	0.00	0.00	0.00
296-740-714.00	MEDICARE	0.00	0.00	0.00	0.00
296-740-715.00	FICA	0.00	0.00	0.00	0.00
296-740-716.00	HOSPITALIZATION INSURANCE	0.00	0.00	0.00	0.00
296-740-717.00	LIFE INSURANCE	0.00	0.00	0.00	0.00
296-740-719.00	PENSION CONTRIBUTION	0.00	0.00	0.00	0.00
296-740-720.00	WORKERS COMPENSATION	0.00	(2.72)	0.00	0.00
296-740-721.00	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	0.00
296-740-723.00	RETIREE HEALTH SAVINGS CONTRIB	0.00	0.00	0.00	0.00
296-740-724.00	VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00
296-740-726.00	OFFICE SUPPLY	0.00	0.00	0.00	0.00
296-740-727.00	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00
296-740-744.00	POSTAGE	0.00	0.00	0.00	0.00
296-740-801.00	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
296-740-802.00	CONTRACTUAL SERVICES	35.00	35.00	35.00	35.00
296-740-804.00	PRINTING AND COPYING	0.00	0.00	0.00	0.00
296-740-840.00	ADMINISTRATION FEES	0.00	0.00	0.00	0.00
296-740-885.00	TRAINING	0.00	0.00	0.00	0.00
296-740-941.00	BUILDING RENTAL	0.00	0.00	0.00	0.00
296-740-955.00	MISCELLANEOUS	0.00	0.00	0.00	0.00
296-740-971.00	LAND	0.00	0.00	0.00	0.00
296-740-974.00	LAND IMPROVEMENTS	0.00	0.00	0.00	0.00
Total Dept 740 - REVOLVING LOAN		35.00	32.28	35.00	35.00
Dept 965 - TRANSFER OUT					
296-965-999.00	TRANSFER OUT	0.00	0.00	0.00	0.00
Total Dept 965 - TRANSFER OUT		0.00	0.00	0.00	0.00
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	577,090.44	574,117.00
NET OF REVENUES & EXPENDITURES		30,320.00	156,811.18	131,641.58	128,224.00

memo

Albion Economic Development Corporation

To: Board of Directors
From: Virgie Ammerman, President & CEO
CC:
Date: February 2, 2023
Re: Authorize AEDC President to Early Terminate Lease

As you are aware, the Albion Economic Development Corporation, not experiencing quiet enjoyment of leased facilities at 1002 North Eaton, Albion, has given notice to the lessor of intent to vacate as of February 28 and, in lieu of remaining in the lease, offered to pay an additional 3 months of rent (\$1,000 per month) to the lessor.

Recommend approval of authorization for the Albion Economic Development Corporation CEO/President to negotiate and execute the early termination of the lease on 1002 North Eaton Street, Albion, on behalf of the Albion Economic Development Corporation.

memo

Albion Economic Development Corporation

To: Board of Directors
From: Virgie Ammerman, President & CEO
CC:
Date: February 2, 2023
Re: Authorize AEDC President to Execute Lease

As you are aware, the Albion Economic Development Corporation has agreed to occupy new offices located at 208 W. Erie Street, Albion, starting March 1, 2023. Termination notice for 1002 North Eaton, Albion, has been submitted to the Albion Community Foundation and early termination negotiations are in progress.

The negotiated lease will include the following high-level terms:

- \$750 / month base rent
- 6 month term – starting March 1, 2023 through August 31 2023
- All utilities and additional overhead expenses will be the responsibility of the lessor reducing the overhead for the Albion Economic Development Corporation.
- Albion Economic Development Corporation will be responsible for company specific expenses, such as phone printing, computer maintenance and internet access.

Recommend approval of authorization for the Albion Economic Development Corporation CEO/President to negotiate and execute the lease on behalf of the Albion Economic Development Corporation.

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 re-enactment, 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 Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this _____ day of _____, _____

Reset Counseling, PLC (Landlord)

(Witness)

Per: _____ (SEAL)

Albion Economic Development Corporation (Tenant)

(Witness)

Per: _____ (SEAL)

memo



Albion Economic Development Corporation

To: EDC Board of Directors
From: Virgie Ammerman, President & CEO
Date: February 2, 2023
Re: President’s FY23 Proposed 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**
- **Listen to All Community Members and Stakeholders’ Economic Justice Needs**
 - **Broad Community**
 - **Senior Population**
 - **Underrepresented Population**
 - **Albion College**
 - **Albion City**
 - **Albion Chamber**
- **Albion IS Marketing and Communications**
- **Market 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

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
- HUD Housing Programming
- College Needs
- Food Security
- Financial Literacy

Growth and Sustainability

- **Community Engagement Committee**
- **AmeriCorp**
- **CEDAM Host**
- **Gerstacker Interns**
- **MBDA Capital Readiness**
- **YouthBuild**
- **Relocating AEDC Offices**
- **Environmental Justice Grants**
- **Michigan Arts & Culture**
- **MDARD Grants**
- **MiHope Grant Administrator**
- **USDA Rural Development Grants**
- **Professional Coaching**
- **NDC Training**
- **Brownfield Bootcamp**
- **Asset Management Champion Training**
- **Communications, Marketing**

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.

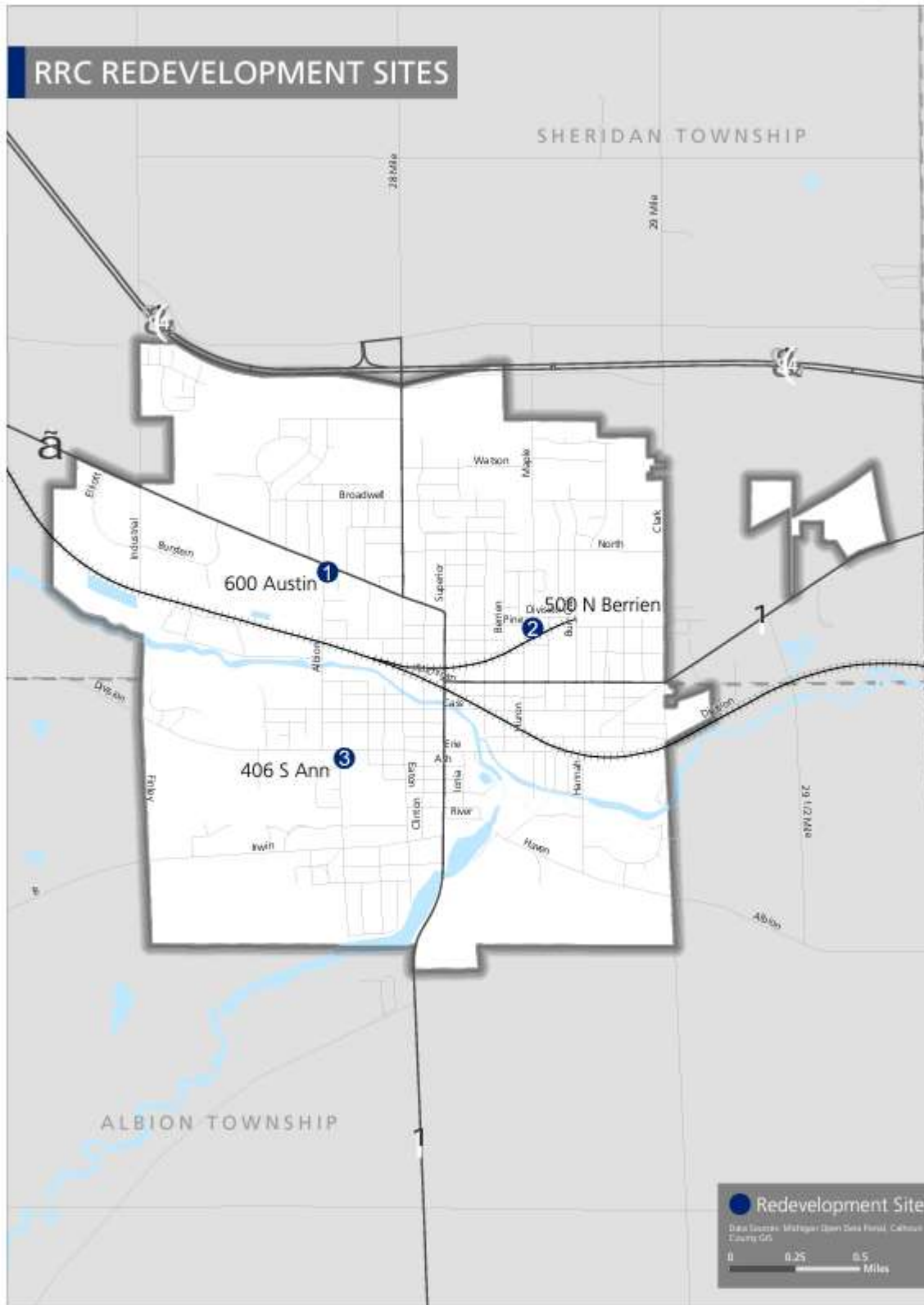


REDEVELOPMENT PROPERTIES

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

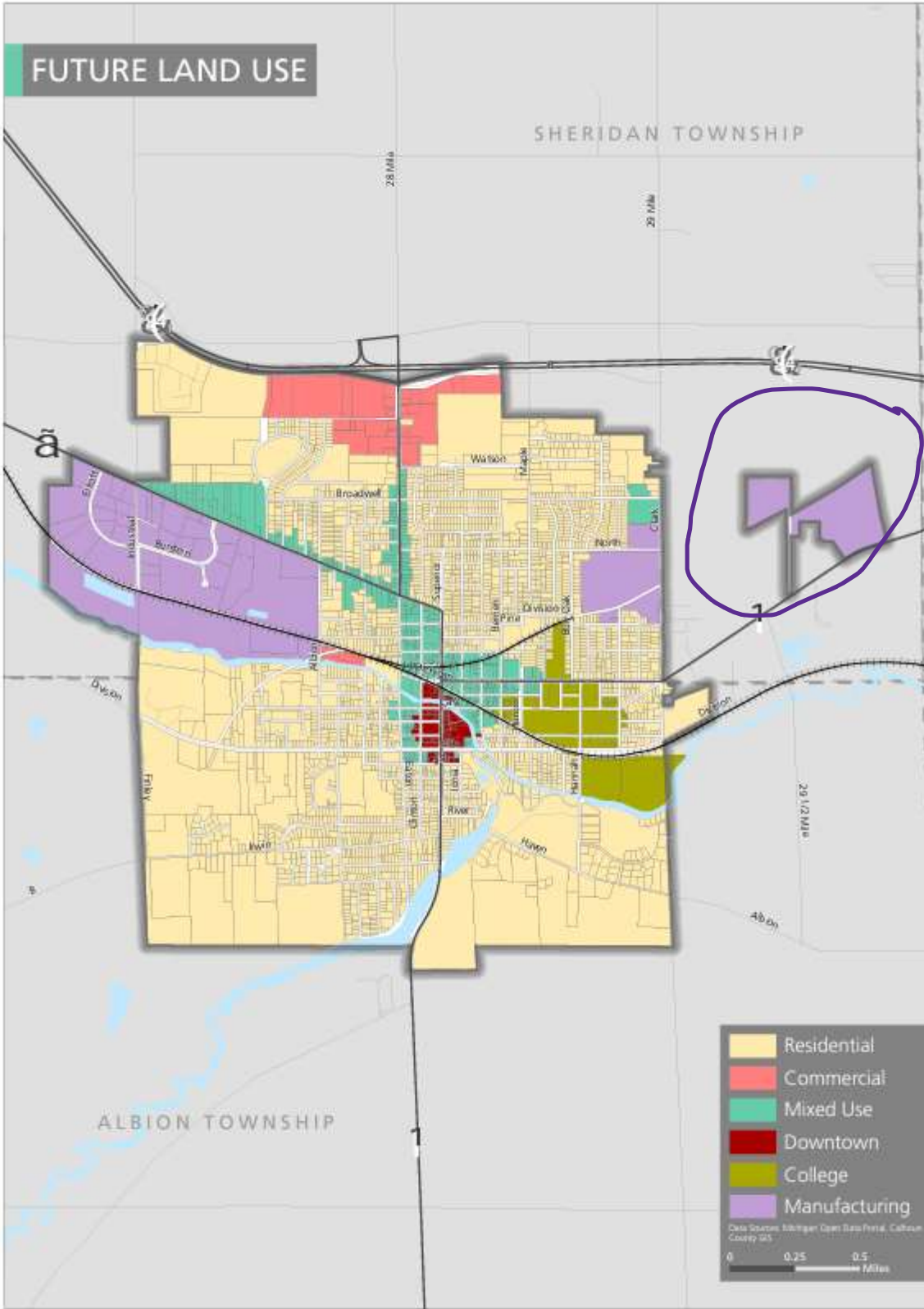
The Dalrymple School site is a prime location connected to infrastructure that could be developed with a variety of housing types that the Albion community desires. The site is inside a well-established residential area within four blocks of downtown Albion, one-half mile away from highway M-99, and 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.



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

JOB

RETAIN AND ATTRACT HIGH-LEVERAGE JOBS TO ALBION

OBJECTIVE	OWNER	METRIC
<p>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</p>	<p>AEDC</p>	<p>Set annually to address existing workforce needs</p>
<p>Support the development of an industrial/business attraction committee to proactively attract new industry to Albion and establish a proactive business attraction strategy</p>	<p>AEDC</p>	<p>Committee established and active, proactive attraction strategy defined and new jobs, investment and companies located in Albion</p>
<p>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.</p>	<p>AEDC</p>	<p>Retained jobs and new investment</p>

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

Albion EDC President/CEO Year 1 Performance Expectations Form

March Focus	Feb Focus	Defer
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Week Beginning

Period Highlight:

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

ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION	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.	1	11	1	10	100%	Complete
Manage Costs and programming to operate within the approved budget while ensuring financial stability through March 31 2023	1	26	1	18	75%	Ongoing
Manage Costs and programming to operate within the approved budget while ensuring financial stability through September 30 2023	1	52	1	18	50%	Ongoing
Diversify and grow revenue streams to include grant opportunities such as the following (plus others as identified)	1	26	1	18	100%	CEDAM, AmeriCorp, SBDC
USDA Rural Development Grant – fund entrepreneurship specialist, build-out E-Programming (January -June 2023 application window)	13	13	12	6	50%	Add'l Revolving Funds & Ops Funding
MEDC Site Readiness – Build out of 425 Property Industrial Park (Infrastructure)	13	26	12	6	20%	Published in Site Selection Magazine
Identify financial vehicles for sale proceeds of 920 BURSTEIN, with ability to draw down for operations as required.	13	13	12	6	100%	Under Contract
Team Development: Assess landscape and capacity needs of the EDC Team to allow for adequate coverage and responsiveness to projects/prospects.	1	26	1	15	100%	CEO (Project Manager); Communications/Marketing/Branding Position; Financial Analyst (Contract); Collaboration Coordinator
Revolving Loan Fund (RLF)– develop local program reporting and annual update process.	13	13	19	0	0%	March RLF Meeting
Identify and create financial literacy growth opportunities for community members.	1	52	1	18	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)	26	13	0	0	0%	
Have one-on-one discussion with each EDC Board Member over the first 3 months and leverage board relationships for community/company introductions.	1	13	1	11	100%	
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.	13	13	12	6	100%	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.	13	13	12	6	100%	Ongoing
Develop and launch a social media communication strategy allowing for consistent messaging from the office of Albion Economic Development.	1	26	1	18	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.	1	26	1	16	100%	Ongoing
Embrace new technological tools for communicating and planning; maintain Hub Spot as a resource and library for historical documentation and planning.	1	52	1	18	75%	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.	1	26	1	18	100%	See Presidents Report for Details
Reconvene annual retention visits with existing manufacturing base to identify any challenges or expansion opportunities.	13	26	19	1	100%	Jan-23
Compile a list of potential large-scale partners who are interested in potentially bringing seven figure business opportunities to Albion.	13	26	15	18	100%	Meijer, Amazon, supports for Mega Site
Reconvene Workforce Taskforce and set 2 objectives for the 2023 fiscal year.	1	13	1	12	100%	Objectives = Carnegie, YouthBuild, alert business owners of training dollar opportunities
Develop an industrial/business attraction committee for a proactive attraction strategy	13	26	15	18	15%	Feb-23
Foster entrepreneurship and small business development in the City of Albion.	1	26	1	18	100%	SBDC Partnership; SBDC Position; 15 new entrepreneurs in the process of coming online
Dream. Build. Rise - reignite the DBR programming and seek to grow the programming to include a comprehensive ecosystem to support small businesses.	13	26	0	0	0%	
Launch a 3rd cohort Explore Session for 2023, if program is readied	26	26	0	0	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.	26	26	15	18	15%	Workforce Dev Committee / Rely on SBDC Professional
Develop an expert assistance program for legal, financial and marketing that allows small businesses access to expert assistance for free or low costs.	1	52	1	18	50%	Use Niles SCORE as a model for 2024; for now, use SBDC dedicated to Albion
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.	1	13	1	6	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.	13	26	10	18	45%	SBDC Partnership
Corporation (ARC) and the Big Albion Plan for redevelopment, including finalizing local approvals for Phase I (101-119 S Superior Redevelopment).	1	52	1	18	50%	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	1	52	1	18	100%	
Albion Malleable Brewing Company expansion project (Brownfield TIF)	13	26	15	18	10%	

ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION	PERCENT COMPLETE	
Austin School Redevelopment – currently in pre-development, Brownfield incentives will be required	13	39	15	3	100%	No Current Movement
Other projects identified in alignment with the City Master Plan	13	39	15	18	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.	1	26	1	18	100%	Ongoing
State reporting due August 2023	40	8	0	0	0%	
Utilize incentives and resources to diversify housing stock options, while encouraging development of attainable (workforce) housing such as	1	52	1	18	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	1	13	1	14	100%	Have assumed leadership
Support Senior Housing Development Group with expertise on Brownfield incentives and any financial packaging to obtain a successful development.	1	26	1	18	100%	
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.	13	13	15	18	100%	
Build relationships with leadership of Albion College to discuss new opportunities for growth and development.	1	26	1	18	100%	
Improve and maintain technical skills required to be an expert on financial packaging and community and business attraction programs.	1	13	1	8	100%	Historical Skillset
Participate in Region 8 Southwest Michigan Partners monthly meetings of economic development partners	1	13	1	8	100%	Hosting April 2023 Meeting
Attend Michigan Economic Developers Association (MEDA) Toolbox and other training/networking offerings – minimum of 2	1	26	1	18	100%	
Understand and articulate PA 425 and PA 328	1	13	1	13	100%	
Develop relationships and networks with economic and community development partners:	1	26	1	16	100%	
Michigan Economic Development Corporation	1	13	1	6	100%	
Calhoun County Land Bank	1	13	1	5	100%	
Michigan Works	1	13	1	8	100%	
Southwest Michigan First	1	13	1	6	100%	
HUD	1	13	1	8	100%	
MDARD	1	13	1	8	100%	
USDA	1	13	1	6	100%	
EGLE	1	13	1	9	100%	
SBDC	1	13	1	11	100%	
MSHDA	1	13	1	8	100%	
FLHB	1	13	1	6	100%	
Housing and Community Development Fund	1	26	1	11	100%	
MSF/SSBCI	1	26	1	16	100%	
Smile	1	26	1	11	100%	

79%

94%

-15%

EDC/TIFA/BRA EXECUTIVE BOARD OF DIRECTORS MEETING MINUTES

Held at 225 E. Watson, Marshall Opportunity High School Library
January 10, 2023

EDC Executive Board Meeting called to order by Wallace at 7:36 am.

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

Board Members Absent:

Community:

Staff: Virgie Ammerman

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

There were no minutes to approve as the January 10th meeting was the first official gathering of the Executive Board.

A motion was made by Newman, seconded by Evans, to approve the agenda as presented for the January 12th Board of Directors Meeting. P/U

Discussion regarding the pending physical move of the Albion Economic Development Corporation offices revolved around risk management, specifically: fiscal, staffing, reputation. Consensus was to move forward with caution considering these 3 risk areas.

8:10 am A motion was made by Evans, seconded by Norris, to adjourn. P/U

memo



Albion Economic Development Corporation

To: EDC Board of Directors
From: Virgie Ammerman, President & CEO
Date: February 2, 2023
Re: President's Report

Industrial / Business Attraction, Retention, Workforce Development

- **Industrial/Business Attraction Committee** – Meeting Monthly
- **Retention Visits** – On target for one retention visit weekly
- **Workforce Development Committee** -
- **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
- **Child Care Innovation Fund** – Partnering with EDC members of Region 8 for \$150,000 award. This award was received Regionally.
- **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.
- **New Albion Industrial Park**– Marketing as Supplier Park for the Marshall Mega Site
- **Entrepreneurs** – Working with 14 entrepreneurs in various stages of development here in Albion, including Projects B, U, V.
- **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.
- **Projects A, C, D, E, G, H, I, J, K, L, N, O, Q, R, T**

Housing and Community Development

- **Albion Housing Needs** – Utilizing Housing Needs Projection as a guide.
- **Projects F, M, P, S, W, X**

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** – for visibility and privacy for clients.
- **Engaging in Technology** – for efficiencies and security.
- **President / CEO Goals** – accomplished 79 % of 6 months goals in first 4 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? Per Wightman, Albion City is seeking competitive funding and construction would not likely be until 2025-2026.
- **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 Feb 19.
- **Federal Funds** – Albion Programming Grant
- **Environmental Justice Grants**
- **MBDA Capital Readiness**
- **Michigan Arts & Culture**
- **Rail Funding Grant**
- **MSHDA**
 - **Housing and Community Development Fund** – In early exploration stages.
 - **Missing Middle Funding** –In early exploration stages.
- **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.
- **USDA Rural Development Grants** – in early exploration stages for both capacity and specific business’ needs. Applications due February / March.
- **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
- **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.