

EDC/TIFA/BRA
BOARD OF DIRECTORS MEETING

Thursday, August 8, 2024, 7:30 am

Albion Economic Development Corporation

City of Albion – Council Chambers 112 W. Cass St. Albion, MI 49224

Watch on YouTube: @albioneconomicdevelopmentcorp

Attend Virtually Via Zoom: <https://zoom.us/j/98048234686>

*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) Invocation (1 min)
- 3) Pledge of Allegiance (1 min)
- 4) Approve Agenda (3 min)
- 5) Public Comment (TBD)

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

- 6) Presentation – Albion Community Foundation – Shane Williamson, Executive Director
- 7) The President/CEO requests a closed session pursuant to MCL 15.268(1)(a), to consider the periodic personnel evaluation of the President/CEO.
- 8) Approve Closed Session Minutes

- May 4, 2023
- June 1, 2023
- June 22, 2023
- May 2, 2024
- June 6, 2024
- August 1, 2024
- August 8, 2024

9) President/CEO Report (5min)

10) Update on New Board Members for the EDC (5 min)

11) Task Force/Group Reports (5 min)

- Executive Board
- Community Engagement Task Force
- Housing Task Force
- Industry and Business Attraction Task Force
- Workforce Development Task Force

12) Consent Agenda (2 Min)

- Review and Approve August 1, 2024, Board Meeting Minutes

13) Review and Approve June 2024 Treasurer Report (5 min)

14) Review and Approve Proposed Policies:

- Preparation, Submission, and Approval of Financial Statements
- Media Relations
- Public Affairs and Communications
- City Communications

15) Review and Approve Resolution of the Board of Directors of Tax Increment Finance Authority of the City of Albion Approving of Sales Agreement. (5 Min)

16) Review and Approve Third Party Administration Agreement with City of Albion re: CHILL Grant. (5 Min)

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

- City of Albion
- Albion Township
- Sheridan Township
- Greater Albion Chamber of Commerce
- Board at-Large

18) Motion to Excuse Absent Members (3 min)

19) Public Comment (TBD)

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

20) Adjournment (1 Min)

Memo

To: Board of Directors

From: Virgie Ammerman, President/CEO

Date: August 8, 2024

RE: President/CEO Report

Board Required Competencies:

- Governance Competencies – Continuing to work with the board on approving Policies and Procedures. Negotiating insurance business coverage and Interlocal Agreement with City of Albion for Administrative Services.
- Leadership Competencies – Managing staff needs, freshening office space, and negotiating longer term lease.
- Community Relations Competencies – Partnering with SBDC and Greater Albion Chamber of Commerce for Entrepreneurial 8 – Week Training beginning in August.
- Fiscal Management Competencies - Operating to Budget; Preparing for FY25 Budget; Increasing Revenue

EDC Multicultural 10-point Plan Goals:

- Identifying and discussing environmental remediation through Brownfield Plans or EGLE funding for several projects in the Albion area. Several properties are under consideration for remediation dollars.
- Marketing all our sites in Albion through Zoom Prospector, MI Sheets, and Plante Moran data sets
- The EDC is sharing the lead role for workforce development programming in our region to benefit both employers and potential employers. This includes current local employers, Ford, and pending supply chain.

EDC 5 Year Plan Goals:

- East Albion Industrial Park – Site Readiness & Land Accumulation
- Colson Group IFT scheduled for August 19 City Council meeting
- The Internal Staff and Marketing Team are creating a workforce survey to identify at least 20% of the un/underemployed in Albion.
- Marketing EDC, City, and Land Bank Properties throughout Albion.

Housing Champion Goals:

- MI Hope Grant continues to disperse; see Board Report
- Facilitating training for housing developers to utilize the new Housing TIF
- Facilitating Woda-Cooper LIHTC Application for October – Kennedy Greene
- Facilitating LARC LIHTC Application for October – Maple Grove
- Partnering with City of Albion for land use planning
- Seeking remediation dollars for Westward District

Staff Updates:

- Grant Writer / Project Analyst: Vacation
- Business Coach: Continuing to identify entrepreneurs and moving them through entrepreneurial development process. Also taking the lead on other community engagement activities. Filling role at 10 hours per week beginning August 19th
- Grant Administrator: Managing MI Hope Grant (\$1Million), scheduling repairs & contractors. 8 Construction Projects underway.
 - Preparing to execute MI-Neighborhood Grant
 - Preparing to execute CHILL Grant
- Housing Coordinator: Developing a coordinator consulting role to facilitate lot by lot housing, Land Bank lot purchases, improved safety net for housing needs, and attracting a non-profit organization to facilitate HUD funds for unhoused individuals and families. Grant funded.
- Executive Assistant: New employee beginning August 26th or September 3rd
- Americorp Interns: 2 Beginning September, 15 hours per week
- Albion College Fellow: TaLiyah Austin working full time until classes begin; then working 15 hours per week

Albion's Regional & Multicultural 10-Point Workforce Readiness Plan

Albion Economic Development Corporation (AEDC) and our partners are working to pave the way for our community's population to grow from 7,500 to a robust 12,500. Presented as a 10-point plan, this work includes our strategy to uplift the nearly 30% of individuals in our society grappling with poverty and facing significantly low incomes.

This plan includes all current and future members of our diverse community, especially those from economically disadvantaged and underserved communities who seek to contribute and be recognized for their families' historical contributions to Albion. Embracing inclusivity, this economic development plan is meticulously designed to be both people and data driven.

1 TECHNOLOGY & EDUCATION

There are roughly 700 underemployed or unemployed individuals in the Albion area who are ready to undergo education and obtain/maintain employment. We are currently interviewing and identifying the barriers these individuals face and have identified technical education as a critical need.

We are fortunate to have private and public partnerships in our region engaged in this process.

2 CHILDCARE & TRANSPORTATION

Ensuring that workers have accessible childcare and transportation is key to allowing individuals to maintain and focus on employment.

As we continue to explore innovative transportation alternatives, we've joined forces with [Pulse](#) to develop and institute accessible and pertinent childcare solutions for the Albion region. AEDC also backs new and established local childcare centers to maintain and build quality care for children in our community. Future plans include the establishment of a youth council at [Harrington Elementary School](#).

3 HOUSING

Albion needs more than 1,500 affordable housing units. In exploring a shelter and drop-in center, we seek to build resiliency by empowering families to achieve economic freedom.

Our 3-year plan involves lot-by-lot housing repair and replacement, supporting new home purchases, multi-family and senior housing, and market-rate projects by leveraging [Michigan State Housing Development Authority \(MSHDA\)](#) programs and collaborating with diverse developers and specialists.

4 BUSINESS DISTRICTS DEVELOPMENT

The Albion region has a rich legacy yet has work to do to restore to its former glory.

Collaborating with [Michigan Economic Development Corporation \(MEDC\)](#) and expert developers, we're revitalizing downtown to enhance social engagement for current and future residents, including the [Albion College](#) community. Beyond the Superior Street Downtown Corridor, we're extending opportunities along the North Eaton, Austin Avenue, and Michigan Avenue corridors.

5 ENTREPRENEURS

Entrepreneurs play a pivotal role in shaping our past and future, and often serve as the glue that binds our families together.

To cultivate and strengthen enterprising efforts, our [Albion Entrepreneur Coaching Program](#) aims to attract, retain, and assist these driven individuals and families. With a specific focus on breaking down barriers for Black, Indigenous, and people of color (BIPOC) individuals and families, we're committed to fostering success, creating generational wealth, and serving the Albion community.

6 INDUSTRIAL RETENTION, ATTRACTION, & ENVIRONMENTAL JUSTICE WORK

Recognizing past environmental injustices, we're actively collaborating with experts and funders to address and rectify these issues while moving forward mindfully.

Efforts to expand the industrial presence in Albion are focused on generating jobs that will revitalize our community and empower individuals and families achieve sustained prosperity while protecting the environment and our shared community health.

7 LEADERSHIP

Hearing and promoting local voices is key to developing meaningful and lasting change within the region.

Grants from the **Industry-Led Collaborative (ILC)** in partnership with **Michigan Works!** and **Michigan Department of Labor & Economic Opportunity (LEO)** allow Albion-Marshall area employers to access **Dale Carnegie** Leadership training through 2024. We look forward to extending the 12-week Communications, Leadership, and Human Relations course in 2025 with future ILC funding.

8 FINANCIAL LITERACY

Financial literacy serves as a powerful equalizer in our community, fostering generational wealth and personal confidence in navigating the economic landscape.

One of our initiatives in this realm involves participating in **Children's Savings Accounts (CSA)** with **Community Economic Development Association of Michigan (CEDAM)**, and we're actively exploring additional opportunities.

9 QUALITY & AFFORDABLE HEALTHCARE

Equitable access to quality healthcare is a cornerstone for regional families and businesses.

The presence of the **Albion Health Alliance** and access to healthcare via the **Oaklawn** and **Henry Ford** health centers are great sources of reliability and health within our community. Promoting and extending this access is a key initiative.

10 EQUITABLE ALLOCATION OF RESOURCES

The topic of reparations is challenging and necessary. Our city's foundation rests on the labor of our ancestors, and we seek to honor their contributions by empowering current and future residents for success.

Inspired by Asheville, North Carolina's approach, we aim to guide citizens, non-governmental organizations (NGOS), municipalities, businesses, developers, and investors in creating policies and best practices for the equitable allocation of resources and meaningful reparations.

The greater Albion region is positioned for economic development and generational success.

The collaboration of area organizations, businesses, and individuals continues to drive our success, but ongoing partnership is key.

BE PART OF OUR REGION'S CONTINUED GROWTH!

Contact Albion Economic Development Corporation today!



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Albion, MI 49224
(517) 629-3926

albionedc.org
albionis.org

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For Immediate Release

July 31, 2024

Albion EDC Continues to Distribute Energy-Efficiency Grants to Homeowners

ALBION, Mich.—Working in partnership with the Michigan State Housing Development Authority (MSHDA), the Albion Economic Development Corporation (AEDC) is on track to assist more than 50 Albion area households in making energy-efficient home repairs and upgrades through the Michigan Housing Opportunities Promoting Energy Efficiency Program (MI-HOPE).

In February 2024, MSHDA gave AEDC the green light to begin processing applications for the grant funds. As required by grant guidelines, a randomized selection process assists in the administration of funds.

The MI-HOPE program, an extension of MSHDA’s Neighborhood Enhancement Program (NEP), aids communities throughout Michigan by providing funds to local governments and non-profit organizations to engage in energy-efficiency housing projects. Eligible assisted activities include roofs, insulation, modification or replacement of heating/cooling systems, and more.

“The Albion Economic Development Corporation has promoted and been excited about the MI-HOPE program since late 2022 when we began sponsoring educational sessions to encourage Albion residents to apply for assistance improving their homes,” said AEDC President and CEO Virgie Ammerman. “We are thrilled to be chosen to oversee the local distribution of these grant funds and are eager to help additional homeowners make their houses more energy efficient, cost-effective, safe, and comfortable.”

Approximately \$1,000,000 in grant funds are being awarded to Albion residents. Due to the randomized selection criteria dictated by MSHDA guidelines, grant applications cannot be awarded on a first-come, first-served basis.

“These funds can make a great impact on individual households and lift up neighborhoods and our city in the process. It’s a win-win!” Ammerman added.

Work on awarded projects must be completed by April 30, 2026.

Local assistance and eligibility information is available, by contacting the AEDC at 517.629.3926.

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About Albion Economic Development Corporation:

AEDC is a grant-funded organization that works to attract and develop commercial and industrial businesses for sustainability and longevity by utilizing private and public grants, along with real estate transactions. With its entrepreneurial spirit, AEDC focuses on industrial, housing, downtown, community, workforce, and funding initiatives within the Albion regional area. AEDC seeks to cultivate a more economically prosperous future and a unified, equitable community.

Editor's Note: *The Albion Economic Development Corporation logo is attached for your use.*

ALBION/EDC/TIFA/BRA BOARD MEMBERSHIP AND COMMISSIONS UPDATED: July 2, 2024

MEMBERS	ORIGINALLY APPOINTED	EXPIRES	TASK FORCE(S)
Mayor Victoria Snyder	01-2021	Upon Leaving Office	
Ian Barbour	03-2024	06-30-2026	
Open (Replaces Scott Evans)		06-30-2030	
Open (Replaces Ed Haas)		06-30-2025	
Jerome Harvey	09-2017	06-30-2029	Industrial Attraction & Retention Revolving Loan Fund
Ben Wallace	04-2021	06-30-2025	Workforce Development/Readiness Revolving Loan Fund
Vicky L. Clark	04-2021	06-30-2024	Housing
Timothy Zeller	04-2024	06-30-2026	
Trevor White	01-2023	06-30-2028	Housing
Open (Replaces Scott Cubberly)		06-30-2027	
Bruce Nelson	03-2024	06-30-2026	Housing

ALBION EDC TASK FORCES

Albion Restaurant Group (ARG) -- NOTE: ON HOLD	Industry & Business Attraction Taskforce
Children's Savings Account Taskforce -- NOTE: EXPLORATORY	Match on Main Taskforce
Community Engagement Taskforce	Revolving Loan Fund (RLF) Taskforce
Housing Task Force	Workforce Development Taskforce

EDC/TIFA/BRA EXECUTIVE BOARD AND SPECIAL BOARD OF DIRECTORS MEETING MINUTES

Held at Council Chambers 112 W. Cass Street, Albion MI 49224

August 1, 2024

EDC Board Meeting called to order by Jerome Harvey at 7:31 am.

Board Members Present: Ian Barbour; Jerome Harvey; Bruce Nelson, Mayor Snyder (7:35 am); Timothy Zeller (left at 9 am); Vicky Clark; Trevor White

Counsel: Richard Lindsey

Board Members Absent: Ben Wallace

Ex Officio Non-Voting: None

Community:

Staff: Virgie Ammerman

Motion made by Zeller, seconded by Nelson, to approve the agenda. 6-0

Public Comment included an update from Richard Lindsey on the Ford Blue Oval Project.

Motion made by Clark, seconded by Zeller, (7:38 am) to enter closed session pursuant to MCL 15.268(1)(d)

Nelson – Yes
Barbour – Yes
Snyder – Yes
Harvey – Yes
Zeller – Yes
Clark – Yes
White - Yes

Motion made by Clark, seconded by Zeller, (7:55 am) to re-open board meeting.

Nelson – Yes
Barbour – Yes
Snyder – Yes
Harvey – Yes
Zeller – Yes
Clark - Yes
White – Yes

Motion made by Zeller, seconded by Clark, to approve items as recommended during closed session.

Nelson – Yes
Barbour – Yes
Snyder – Yes
Harvey – Yes
Zeller – Yes
Clark - Yes
White - Yes

President/CEO presented the monthly report including discussion on the ability for the City of Albion to continue to provide business insurance.

Discussion was had re: new board members. Mayor reported activity in the form of discussions/applications.

Motion made by White, seconded by Nelson, to approve of the items in the consent agenda. 7-0

Motion made by Zeller, seconded by White, to approve the May Treasurer's Report. 7-0

Motion made by Clark, seconded by White, to approve the Allowable Expense Policy.

Nelson – Yes
Barbour – Yes
Snyder – Yes
Harvey – Yes
Clark - Yes
White – Yes

Motion made by Clark, seconded by Barbour, to approve the Budget Approval and Revisions Policy.

Nelson – Yes
Barbour – Yes
Snyder – Yes
Harvey – Yes
Clark - Yes
White - Yes

Motion made by Clark, seconded by Barbour, to approve the Cash Receipts Policy.

Nelson – Yes
Barbour – Yes
Snyder – Yes
Harvey – Yes
Clark - Yes
White - Yes

Motion made by Nelson, seconded by Snyder, to table the remaining four policies until the next meeting. 6-0

Motion made by Nelson, seconded by Clark, to approve Resolutions, items 14, 15, 16, and 17 on the Agenda. Resolutions are relative to RCDI Grant, Michigan Environmental Justice Impact Grant, MITTEN Host Site, and FireKeeper's Local Revenue Sharing Board Tier 4 Discretionary Grant.

Snyder – Yes

Barbour – Yes

Nelson – Yes

Harvey – Yes

Clark – Yes

White - Yes

Motion made by Snyder, seconded by White, to excuse absent members. 6-0

A motion was made by Clark, seconded by White, to adjourn. 6-0 Meeting adjourned 9:35 am.

08/06/2024 10:11 AM
User: DCLARK
DB: Albion

BALANCE SHEET FOR CITY OF ALBION

Page: 1/4

Period Ending 06/30/2024

Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
243-000-001.03	CASH - FLAGSTAR BANK	153,934.84	109,229.49
243-000-017.00	INVESTMENTS	148,667.19	142,689.54
243-000-020.01	WINTER TAXES RECEIVABLE - CURR	102,531.12	0.00
Total Assets		405,133.15	251,919.03
*** Liabilities ***			
243-000-214.00	DUE TO OTHER FUNDS	147,375.47	0.00
Total Liabilities		147,375.47	0.00
*** Fund Balance ***			
243-000-390.00	FUND BALANCE	257,757.68	257,757.68
Total Fund Balance		257,757.68	257,757.68
Beginning Fund Balance			257,757.68
Net of Revenues VS Expenditures			(5,838.65)
Ending Fund Balance			251,919.03
Total Liabilities And Fund Balance			251,919.03

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION

PERIOD ENDING 06/30/2024

GL NUMBER	DESCRIPTION	2023	END BALANCE	YTD BALANCE		2024	AVAILABLE		% BDOGT USED
		AMENDED BUDGET	12/31/2023 DR (CR)	06/30/2024 NORM (ABNORM)	ORIGINAL BUDGET	NORM (ABNORM)	BALANCE		
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY									
Revenues									
Dept 000 - GENERAL									
243-000-402.00	CURRENT PROPERTY TAXES	200,000.00	(149,145.26)	0.00	200,000.00	200,000.00	0.00	0.00	
243-000-665.00	INTEREST	8,900.00	(8,893.84)	4,022.35	8,000.00	3,977.65	50.28		
243-000-699.00	TRANSFER IN	40,000.00	(122,487.70)	4,637.30	25,000.00	23,112.70	16.71		
Total Dept 000 - GENERAL		248,900.00	(280,526.80)	8,659.65	233,000.00	227,090.35	3.67		
TOTAL REVENUES		248,900.00	(280,526.80)	8,659.65	233,000.00	227,090.35	3.67		
Expenditures									
Dept 723 - BROWNFIELD REDEVELOPMENT AUTHORITY									
243-723-802.00	CONTRACTUAL SERVICES	39,000.00	38,227.62	12,611.00	25,000.00	12,389.00	50.44		
243-723-803.00	ADMINISTRATION FEES	7,500.00	7,500.00	0.00	7,500.00	7,500.00	0.00		
243-723-993.00	INTEREST	55,338.00	54,338.38	1,887.30	0.00	(1,887.30)	100.00		
243-723-995.00	TRANSFER OUT	147,062.00	147,375.47	0.00	200,000.00	200,000.00	0.00		
Total Dept 723 - BROWNFIELD REDEVELOPMENT AUTHORITY		248,900.00	247,441.47	14,498.30	232,500.00	218,001.70	6.24		
TOTAL EXPENDITURES		248,900.00	247,441.47	14,498.30	232,500.00	218,001.70	6.24		
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY:									
TOTAL REVENUES		248,900.00	280,526.80	8,659.65	233,000.00	227,090.35	3.67		
TOTAL EXPENDITURES		248,900.00	247,441.47	14,498.30	232,500.00	218,001.70	6.24		
NET OF REVENUES & EXPENDITURES		0.00	33,085.33	(5,838.65)	500.00	9,088.65	179.65		

Period Ending 06/30/2024

Fund 244 ECONOMIC DEVELOPMENT FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
244-000-001.00	CASH	0.00	3,000.00
244-000-001.03	CASH - FLAGSTAR BANK	22,867.40	5,512.20
244-000-003.00	CERTIFICATES OF DEPOSIT	0.00	250,000.00
244-000-017.00	INVESTMENTS	582,981.41	205,261.69
244-000-056.00	INTEREST RECEIVABLE	0.00	2,500.86
244-000-123.00	PREPAID EXPENSES	0.00	20,000.00
244-000-123.03	PREPAID EXPENSES - LIABILITY & PROP INS	1,547.16	0.00
244-000-124.50	SECURITY DEPOSIT - BUILDING RENT	150.00	150.00
Total Assets		607,545.97	486,424.75
*** Liabilities ***			
244-000-202.00	ACCOUNTS PAYABLE	8,257.09	0.00
244-000-257.00	ACCRUED WAGES PAYABLE	497.46	0.00
244-000-258.00	ACCRUED PAYROLL TAXES	229.76	0.00
244-000-339.00	DEFERRED REVENUES	5,000.00	0.00
Total Liabilities		13,984.31	0.00
*** Fund Balance ***			
244-000-390.00	FUND BALANCE	593,561.66	593,561.66
Total Fund Balance		593,561.66	593,561.66
Beginning Fund Balance			593,561.66
Net of Revenues VS Expenditures			(107,136.91)
Ending Fund Balance			486,424.75
Total Liabilities And Fund Balance			486,424.75

PERIOD ENDING 06/30/2024

GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	END BALANCE 12/31/2023 DR (CR)	YTD BALANCE 06/30/2024		2024 ORIGINAL BUDGET	AVAILABLE BALANCE		% BODGT USED
				NORM (ABNORM)			NORM (ABNORM)		

Fund 244 - ECONOMIC DEVELOPMENT FUND

Revenues									
Dept 000 - GENERAL									
244-000-502.00	FEDERAL GRANTS	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00	0.00	0.00
244-000-540.00	STATE GRANTS	0.00	(25,000.00)	50,000.00	50,000.00	3,000,000.00	2,950,000.00	1.67	1.67
244-000-665.00	INTEREST	34,500.00	(34,012.30)	15,908.59	15,908.59	28,000.00	12,091.41	56.82	56.82
244-000-667.00	RENTS	19,396.00	(19,395.83)	0.00	0.00	0.00	0.00	0.00	0.00
244-000-673.00	SALE OF FIXED ASSETS	539,940.00	(539,940.00)	0.00	0.00	150,000.00	150,000.00	0.00	0.00
244-000-675.00	OTHER REVENUES	0.00	0.00	50.00	50.00	0.00	(50.00)	100.00	100.00
Total Dept 000 - GENERAL		593,836.00	(618,348.13)	65,958.59	65,958.59	4,178,000.00	4,112,041.41	1.58	1.58
TOTAL REVENUES									
		593,836.00	(618,348.13)	65,958.59	65,958.59	4,178,000.00	4,112,041.41	1.58	1.58

Expenditures

Dept 728 - EDC									
244-728-702.00	SALARIES AND WAGES	36,650.00	36,808.61	12,214.26	12,214.26	79,940.00	67,725.74	15.28	15.28
244-728-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	14,367.00	14,367.45	0.00	0.00	405.00	405.00	0.00	0.00
244-728-703.00	PART TIME WAGES	0.00	0.00	5,401.39	5,401.39	68,640.00	63,238.61	7.87	7.87
244-728-704.00	OVERTIME	1,000.00	944.87	0.00	0.00	1,100.00	1,100.00	0.00	0.00
244-728-714.00	MEDICARE	750.00	746.22	257.68	257.68	2,185.00	1,927.32	11.79	11.79
244-728-715.00	FICA	3,190.00	3,190.15	1,101.70	1,101.70	9,345.00	8,243.30	11.79	11.79
244-728-716.00	HOSPITALIZATION INSURANCE	7,270.00	7,147.63	2,128.31	2,128.31	33,430.00	31,301.69	6.37	6.37
244-728-717.00	LIFE INSURANCE	80.00	74.04	15.73	15.73	165.00	149.27	9.53	9.53
244-728-719.00	PENSION CONTRIBUTION	2,640.00	2,537.82	854.97	854.97	5,675.00	4,820.03	15.07	15.07
244-728-719.01	MERS DB CONTRIBUTION	2,005.00	2,000.04	1,410.00	1,410.00	2,820.00	1,410.00	50.00	50.00
244-728-719.02	EMPLOYER CONT. - MERS FORFTIETURE APPLIED	(432.00)	(432.29)	(144.77)	(144.77)	0.00	144.77	100.00	100.00
244-728-720.00	WORKERS COMPENSATION	130.00	71.01	41.69	41.69	320.00	278.31	13.03	13.03
244-728-721.00	UNEMPLOYMENT INSURANCE	10.00	2.96	7.96	7.96	30.00	22.04	26.53	26.53
244-728-723.00	RETIREE HEALTH SAVINGS CONTRIB	570.00	543.24	239.33	239.33	1,350.00	1,110.67	17.73	17.73
244-728-724.00	CAR ALLOWANCE	130.00	112.65	285.81	285.81	600.00	314.19	47.64	47.64
244-728-727.00	OFFICE SUPPLY	5,000.00	6,678.92	8,607.91	8,607.91	5,000.00	(3,607.91)	172.16	172.16
244-728-728.00	OFFICE EQUIPMENT	1,226.00	2,003.14	0.00	0.00	1,000.00	1,000.00	0.00	0.00
244-728-729.00	DUES, BOOKS, PERIODICAL	5,000.00	3,248.20	765.00	765.00	3,000.00	2,235.00	25.50	25.50
244-728-801.00	PROFESSIONAL SERVICES	90,000.00	99,862.63	39,280.61	39,280.61	75,000.00	35,719.39	52.37	52.37
244-728-802.00	CONTRACTUAL SERVICES	7,000.00	13,773.26	23,606.68	23,606.68	1,300,000.00	1,276,393.32	1.82	1.82
244-728-803.00	ADMINISTRATION FEES	10,000.00	9,999.96	4,999.98	4,999.98	10,000.00	5,000.02	50.00	50.00
244-728-850.00	TELEPHONE	2,000.00	1,853.16	381.61	381.61	2,000.00	1,618.39	19.08	19.08
244-728-851.00	POSTAGE	300.00	123.00	0.00	0.00	150.00	150.00	0.00	0.00
244-728-861.00	TRAVEL	1,000.00	1,141.39	226.07	226.07	2,000.00	1,773.93	11.30	11.30
244-728-901.00	PRINTING AND COPYING	0.00	0.00	198.00	198.00	0.00	(198.00)	100.00	100.00
244-728-922.00	ELECTRICITY	0.00	0.00	804.84	804.84	0.00	(804.84)	100.00	100.00
244-728-930.00	BUILDING & GROUNDS REPAIR & MA	3,000.00	1,425.22	0.00	0.00	2,000.00	2,000.00	0.00	0.00
244-728-937.00	INSURANCE AND BONDS	3,254.00	3,244.02	1,547.16	1,547.16	3,300.00	1,752.84	46.88	46.88
244-728-941.00	BUILDING RENTAL	18,000.00	15,650.00	2,800.00	2,800.00	9,000.00	6,200.00	31.11	31.11
244-728-957.00	TRAINING	5,000.00	4,028.00	1,750.00	1,750.00	5,000.00	3,250.00	35.00	35.00
244-728-960.00	CONFERENCE COSTS	0.00	0.00	2,746.11	2,746.11	0.00	(2,746.11)	100.00	100.00
244-728-967.00	ECONOMIC DEVELOPMENT	20,000.00	34,901.36	11,575.52	11,575.52	100,000.00	88,424.48	11.58	11.58
244-728-971.00	LAND	0.00	0.00	0.00	0.00	1,500,000.00	1,500,000.00	0.00	0.00
244-728-975.00	LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	500,000.00	500,000.00	0.00	0.00
244-728-995.00	TRANSFER OUT	0.00	0.00	2,750.00	2,750.00	0.00	0.00	100.00	100.00
Total Dept 728 - EDC		239,140.00	266,046.66	125,853.55	125,853.55	3,723,455.00	3,600,351.45	3.38	3.38

PERIOD ENDING 06/30/2024

GL NUMBER	DESCRIPTION	2023	END BALANCE	YTD BALANCE	2024	AVAILABLE	% BDDT	USED
		AMENDED BUDGET	12/31/2023 DR (CR)		06/30/2024 NORM (ABNORM)			
Fund 244 - ECONOMIC DEVELOPMENT FUND								
Expenditures								
Dept 730 - MI-HOPE GRANT								
244-730-702.00	SALARIES AND WAGES	0.00	0.00	16,275.00	0.00	(16,275.00)	100.00	
244-730-714.00	MEDICARE	0.00	0.00	223.52	0.00	(223.52)	100.00	
244-730-715.00	FICA	0.00	0.00	955.75	0.00	(955.75)	100.00	
244-730-716.00	HOSPITALIZATION INSURANCE	0.00	0.00	9,635.15	0.00	(9,635.15)	100.00	
244-730-717.00	LIFE INSURANCE	0.00	0.00	18.50	0.00	(18.50)	100.00	
244-730-719.00	PENSION CONTRIBUTION	0.00	0.00	1,139.25	0.00	(1,139.25)	100.00	
244-730-720.00	WORKERS COMPENSATION	0.00	0.00	37.90	0.00	(37.90)	100.00	
244-730-721.00	UNEMPLOYMENT INSURANCE	0.00	0.00	7.38	0.00	(7.38)	100.00	
244-730-723.00	RETIREE HEALTH SAVINGS CONTRIB	0.00	0.00	325.50	0.00	(325.50)	100.00	
244-730-802.00	CONTRACTUAL SERVICES	0.00	0.00	18,624.00	0.00	(18,624.00)	100.00	
Total Dept 730 - MI-HOPE GRANT		0.00	0.00	47,241.95	0.00	(47,241.95)	100.00	
TOTAL EXPENDITURES		239,140.00	266,046.66	173,095.50	3,723,455.00	3,553,109.50	4.65	
Fund 244 - ECONOMIC DEVELOPMENT FUND:								
TOTAL REVENUES		593,836.00	618,348.13	65,958.59	4,178,000.00	4,112,041.41	1.58	
TOTAL EXPENDITURES		239,140.00	266,046.66	173,095.50	3,723,455.00	3,553,109.50	4.65	
NET OF REVENUES & EXPENDITURES		354,696.00	352,301.47	(107,136.91)	454,545.00	558,931.91	23.71	

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BALANCE SHEET FOR CITY OF ALBION

Page: 3/4

Period Ending 06/30/2024

Fund 247 TIFA FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
247-000-001.00	CASH	0.01	0.00
247-000-001.03	CASH - FLAGSTAR BANK	112,679.83	3,427.13
247-000-004.00	PETTY CASH	50.00	50.00
247-000-017.00	INVESTMENTS	340,749.46	406,639.38
247-000-020.00	SUMMER TAXES RECEIVABLE - CURR	13,224.43	2,544.03
247-000-020.01	WINTER TAXES RECEIVABLE - CURR	14,357.94	1,603.39
247-000-124.50	SECURITY DEPOSIT - BUILDING RENT	850.00	850.00
Total Assets		481,911.67	415,113.93
*** Liabilities ***			
247-000-257.00	ACCRUED WAGES PAYABLE	2,962.44	0.00
247-000-258.00	ACCRUED PAYROLL TAXES	1,060.94	0.00
Total Liabilities		4,023.38	0.00
*** Fund Balance ***			
247-000-390.00	FUND BALANCE	477,888.29	477,888.29
Total Fund Balance		477,888.29	477,888.29
Beginning Fund Balance			477,888.29
Net of Revenues VS Expenditures			(62,774.36)
Ending Fund Balance			415,113.93
Total Liabilities And Fund Balance			415,113.93

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALBION

PERIOD ENDING 06/30/2024

GL NUMBER	DESCRIPTION	2023	END BALANCE	YTD BALANCE		2024	AVAILABLE		% BDGT USED
		AMENDED BUDGET	12/31/2023 DR (CR)	06/30/2024 NORM (ABNORM)	ORIGINAL BUDGET	NORM (ABNORM)	BALANCE		
Fund 247 - TIFA FUND									
Revenues									
Dept 000 - GENERAL									
247-000-402.00	CURRENT PROPERTY TAXES	104,234.00	(108,665.40)	0.00	108,179.00	108,179.00	0.00	0.00	
247-000-573.00	LOCAL COMMUNITY STABILIZATION SHARE TAX	150,000.00	(112,755.59)	0.00	152,000.00	152,000.00	0.00	0.00	
247-000-665.00	INTEREST	18,100.00	(18,293.02)	12,087.25	15,000.00	2,912.75	80.58		
247-000-667.00	RENTS	0.00	0.00	(600.00)	0.00	600.00	100.00		
247-000-673.00	SALE OF FIXED ASSETS	33,300.00	(33,300.00)	0.00	50,000.00	50,000.00	0.00		
247-000-675.00	OTHER REVENUES	0.00	(846.37)	0.00	0.00	0.00	0.00		
Total Dept 000 - GENERAL		305,634.00	(273,860.38)	11,487.25	325,179.00	313,691.75	3.53		
TOTAL REVENUES									
		305,634.00	(273,860.38)	11,487.25	325,179.00	313,691.75	3.53		
Expenditures									
Dept 733 - TIFA									
247-733-702.00	SALARIES AND WAGES	120,625.00	121,286.18	49,116.49	122,815.00	73,698.51	39.99		
247-733-702.01	LEAVE BANK PAYOUTS AND/OR BONUSES	33,524.00	33,524.05	0.00	3,640.00	3,640.00	0.00		
247-733-703.00	PART TIME WAGES	0.00	0.00	2,741.58	0.00	(2,741.58)	100.00		
247-733-704.00	OVERTIME	3,000.00	2,833.63	0.00	500.00	500.00	0.00		
247-733-714.00	MEDICARE	2,285.00	2,266.52	779.17	1,920.00	1,140.83	40.58		
247-733-715.00	FICA	9,775.00	9,692.06	3,331.77	8,200.00	4,868.23	40.63		
247-733-716.00	HOSPITALIZATION INSURANCE	21,830.00	21,259.18	6,213.79	27,800.00	21,586.21	22.35		
247-733-717.00	LIFE INSURANCE	225.00	203.46	113.77	285.00	171.23	39.92		
247-733-719.00	PENSION CONTRIBUTION	8,665.00	8,443.29	3,438.14	8,635.00	5,196.86	39.82		
247-733-719.02	EMPLOYER CONT. - MERS FORFEITURE APPLIED	(1,143.00)	(1,143.01)	(167.96)	0.00	167.96	100.00		
247-733-720.00	WORKERS COMPENSATION	380.00	249.00	128.39	300.00	171.61	42.80		
247-733-721.00	UNEMPLOYMENT INSURANCE	15.00	8.75	7.85	10.00	2.15	78.50		
247-733-723.00	RETIREE HEALTH SAVINGS CONTRIB	1,495.00	1,465.11	937.28	1,650.00	712.72	56.80		
247-733-724.00	VEHICLE ALLOWANCE	1,160.00	1,013.55	2,571.32	5,400.00	2,828.68	47.62		
247-733-801.00	PROFESSIONAL SERVICES	7,000.00	7,180.16	0.00	3,000.00	3,000.00	0.00		
247-733-802.00	CONTRACTUAL SERVICES	0.00	0.00	0.00	10,000.00	10,000.00	0.00		
247-733-803.00	ADMINISTRATION FEES	8,900.00	8,900.04	4,450.02	8,900.00	4,449.98	50.00		
247-733-922.00	ELECTRICITY	750.00	791.10	0.00	750.00	750.00	0.00		
247-733-930.00	BLDG & GRNDS REP/MAINT	2,850.00	3,562.30	0.00	0.00	0.00	0.00		
247-733-941.00	BUILDING RENTAL	10,200.00	11,100.00	600.00	3,000.00	2,400.00	20.00		
Total Dept 733 - TIFA		231,536.00	232,635.37	74,261.61	206,805.00	132,543.39	35.91		
TOTAL EXPENDITURES									
		231,536.00	232,635.37	74,261.61	206,805.00	132,543.39	35.91		
Fund 247 - TIFA FUND:									
TOTAL REVENUES		305,634.00	273,860.38	11,487.25	325,179.00	313,691.75	3.53		
TOTAL EXPENDITURES		231,536.00	232,635.37	74,261.61	206,805.00	132,543.39	35.91		
NET OF REVENUES & EXPENDITURES		74,098.00	41,225.01	(62,774.36)	118,374.00	181,148.36	53.03		

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BALANCE SHEET FOR CITY OF ALBION
Period Ending 06/30/2024

Page: 4/4

Fund 296 REVOLVING LOAN FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
296-000-001.03	CASH - FLAGSTAR BANK	22,613.81	22,479.14
296-000-017.00	INVESTMENTS	284,050.13	435,203.33
296-000-040.00	ACCOUNTS RECEIVABLE	45,500.00	55,913.33
296-000-061.00	LOANS RECEIVABLE	77,243.09	74,779.69
296-000-084.00	DUE FROM OTHER FUNDS	147,375.47	0.00
Total Assets		576,782.50	588,375.49
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
296-000-390.00	FUND BALANCE	576,782.50	576,782.50
Total Fund Balance		576,782.50	576,782.50
Beginning Fund Balance			576,782.50
Net of Revenues VS Expenditures			11,592.99
Ending Fund Balance			588,375.49
Total Liabilities And Fund Balance			588,375.49

GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	END BALANCE 12/31/2023 DR (CR)	YTD BALANCE 06/30/2024 NORM (ABNORM)		2024 ORIGINAL BUDGET	AVAILABLE BALANCE NORM (ABNORM)		% BDGT USED
				NORM	(ABNORM)		NORM	(ABNORM)	
Fund 296 - REVOLVING LOAN FUND									
Revenues									
Dept 000 - GENERAL									
296-000-665.00	INTEREST	17,000.00	(18,594.77)	11,592.54	0.45	15,000.00	3,407.46	77.28	
296-000-675.00	CHARGES FOR SERVICES	0.00	0.00			0.00	(0.45)	100.00	
Total Dept 000 - GENERAL									
		17,000.00	(18,594.77)	11,592.99		15,000.00	3,407.01	77.29	
Dept 931 - TRANSFER IN									
296-931-699.00	TRANSFER IN	147,062.00	(147,375.47)	0.00		200,000.00	200,000.00	0.00	
Total Dept 931 - TRANSFER IN									
		147,062.00	(147,375.47)	0.00		200,000.00	200,000.00	0.00	
TOTAL REVENUES									
		164,062.00	(165,970.24)	11,592.99		215,000.00	203,407.01	5.39	
Fund 296 - REVOLVING LOAN FUND:									
TOTAL REVENUES									
		164,062.00	165,970.24	11,592.99		215,000.00	203,407.01	5.39	
TOTAL EXPENDITURES									
		0.00	0.00	0.00		0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES									
		164,062.00	165,970.24	11,592.99		215,000.00	203,407.01	5.39	
TOTAL REVENUES - ALL FUNDS									
		1,312,432.00	1,338,705.55	97,698.48		4,951,179.00	4,856,230.52	1.97	
TOTAL EXPENDITURES - ALL FUNDS									
		719,576.00	746,123.50	261,855.41		4,162,760.00	3,903,654.59	6.29	
NET OF REVENUES & EXPENDITURES									
		592,856.00	592,582.05	(164,156.93)		788,419.00	952,575.93	20.82	

Policy and Procedure Index

Policy and Procedure Title	Functional Area	Policy Number	Effective Date	Last Reviewed or Revised Date
Our Mission and Values				6/13/2024
By-Laws			Year: 2001	Revisited: 2023
CEO Performance Evaluation	Governance	1.01	12/7/23	12/7/23
Closed Board Sessions	Governance	1.02		6/13/24
Privacy Policy	Governance	1.03		6/13/24
Board Meeting Attendance	Governance	1.04		See ByLaws
Submission of Agenda Items (Board Ops Policy)	Governance	1.05		6/21/24
Submission of Policy & Procedures (Board Ops Policy)	Governance	1.06	See 1.05	See 1.05
Ethics Policy	Governance	1.07		6/21/24
Conflict of Interest Policy	Governance	1.08		6/13/24
Whistle Blower Policy (Required by Sarbanes-Oxley Act)	Governance	1.09	NA	NA
Record Retention/Document Destruction (Required by Sarbanes-Oxley Act)	Governance	1.10		6/21/24
Partnership Policy	Governance	1.11		6/15/24
Articles of Incorporation	Governance	1.12	Year:1977	Amended/Revised: Feb. 2001
City of Albion Communications Policy	Governance	1.13		7/2/24
Board Minutes	Governance		See 1.06	See 1.06
Membership Addition and Renewal Policy & Procedure	Membership	2.01	NA	In Bylaws
Membership Expiration Reminder Process	Membership	2.02	NA	In Bylaws
Allowable Expenses	Finance	3.01	08/01/24	06/15/24
Inventory Tracking	Finance	3.02	NA	NA
Budget Approval and Revisions	Finance	3.03	08/01/24	06/21/24
Cash Receipts Policy	Finance	3.04	08/01/24	06/21/24
Preparation, Submission and Approval of Financial Statements	Finance	3.05		06/22/24
Investment Policy	Finance	3.06	City of Albion Finance	City of Albion Finance
Media Relations Policy	Marketing	4.01		6/25/24
Public Affairs and Communication Policy	Marketing	4.02		6/25/24
Charitable Donation Solicitation & Acknowledgement	Development and Sponsorship	5.01	NA	NA
Sponsor Solicitation and Acknowledgement	Development and Sponsorship	5.02	NA	NA
Technology Approval & Usage Policy	Technology	6.01	In Employee Handbook	In Employee Handbook
Social Media Policy	Technology	6.02	In Employee Handbook	In Employee Handbook
Email Usage Policy	Technology	6.03	In Employee Handbook	In Employee Handbook
Employment at Will	Human Resources	8.01	In Employee Handbook	In Employee Handbook
EEO Policy	Human Resources	8.02	In Employee Handbook	In Employee Handbook
PTO (Paid Time Off)	Human Resources	8.03	In Employee Handbook	In Employee Handbook
Holiday Pay	Human Resources	8.04	In Employee Handbook	In Employee Handbook
Employment Status	Human Resources	8.05	In Employee Handbook	In Employee Handbook



POLICY AND PROCEDURE
AEDC PP 3.05 Finance
Preparation, Submission and Approval of Financial Statements
Policy and Procedure

SUBJECT: Preparation, Submission and Approval of Financial Statements Policy and Procedure	ORIGINATION DATE: 06/22/2024 LAST DATE REVIEWED: 6/22/2024
ACCOUNTABILITY: Chief Executive Officer (CEO), Executive Committee OTHERS INVOLVED: Albion Economic Development Corporation Board of Directors, Contracted Consultant (s)	REQUIRED REVIEWERS: Chief Executive Officer (CEO) & Albion Economic Development Corporation Board of Directors

Purpose:

This policy outlines the guidelines for Albion Economic Development Corporation's (AEDC) preparation, submission and approval of financial statements.

Policy

The AEDC monthly, year to date, and annual financial statements are critical for operational and fiscal management. Therefore, the Board of Directors is to receive reliable financial statements at each of their monthly board meetings and the Treasurer may request details so that the financial statements can be made transparent.

Procedure:

City of Albion Finance Director prepares financial statements for each of the funds in the responsibility of the AEDC. The President/CEO is responsible to request and receive financial statements from the City of Albion Finance Director each month in time to review and analyze in anticipation of the Executive Board Meeting and then the Board Meeting.

The City of Albion Finance Director produces the Statement of Position and the Statement of Activities; the President/CEO prepares the Statement of Cash Flow. The President/CEO is responsible to understand, and explain fully, the financial statements to the EDC Board Treasurer. General Ledger details can be requested of the City of Albion Finance Director in order to fully interpret the presented financial statements.

The President/CEO is responsible to present a proforma or projection of the balance of the year so that the Board can have confidence in the projected year end position of assets and fund balances.

Open Meetings Act

This policy is intended to comply with all requirements of Michigan's Open Meetings Act (OMA), 1976 PA 267, MCL 15.261 et seq. which requires public bodies to hold public meetings if a quorum of the board is present. In addition, any decisions or discussions on matters that could pertain to a decision must also be conducted in a public meeting.



POLICY AND PROCEDURE
AEDC PP 4.01 Marketing
Media Relations Policies & Procedures

SUBJECT: Media Relations Policies & Procedures	ORIGINATION DATE: June 25, 2024 LAST DATE REVIEWED: June 25, 2024
ACCOUNTABILITY: Chief Executive Officer (CEO), Executive Committee OTHERS INVOLVED: Albion Economic Development Corporation Board of Directors, Contracted Consultant(s)	REQUIRED REVIEWERS: Albion Economic Development Corporation Board of Directors

Purpose:

The purpose is to ensure consistency of messages that Albion Economic Development Corporation (AEDC) communicates. Therefore, the policy should clearly state who may speak on behalf of the organization.

Policy:

- AEDC's Marketing Partner (LKF Marketing) is designated as the only direct liaison between all entities of the AEDC and members of the news media in all of its forms.
- LKF Marketing (LKF) has media relations professionals who are highly experienced in working with reporters, editors, producers, bloggers, and writers on a daily basis. It is required that all AEDC contact with outside news media be channeled through this office.
- This is critical for the following reasons:
 - Ensures that all media relations activities for the AEDC are centrally managed;
 - Allows LKF to be informed of all important and relevant AEDC content;
 - Enables AEDC media relations to maintain and build a broad portfolio of contacts in the news media.

General Guidelines:

- **Inquiries from the News Media:**
 If a member of the AEDC staff is contacted by a member of the news media (including freelance writers and bloggers), this information must be referred immediately to Virgie Ammerman, President and CEO, at vammerman@albionedc.org or 269-598-7765.

1. It is not appropriate to include members of the news media in email communication of media relations to AEDC about the request.
2. Agreement to be interviewed by the news media should never be given directly by the staff to the news media representative without prior approval by AEDC.

LKF, in coordination with other AEDC Leadership as appropriate, evaluates the request and determines the best course of action in moving forward.

- **News Media in Office:**

Reporters, photographers, and other members of the media are NOT allowed in the AEDC office without proper supervision. LKF relations specialists or Virgie Ammerman must escort the media on campus at all times.

- **Op-Ed Pieces/By-line Articles:**

A specific process has been established for staff who wish to draft op-ed pieces or by-lined articles to be published in popular news media (including news aggregators and news websites). Here is the established process if the staff member will be indicating their affiliation with the AEDC in the attribution of the piece.

1. A staff member makes initial contact with AEDC to discuss subject matter for op-ed piece. Subject matter should be timely, relate to current news topic, focus on some aspect of the staff member's contributions, education, or community impact. AEDC approves subject matter and reviews potential outlets for the piece.
 - a. A staff member should never send a draft of the article to the news organization (including the personal email of the reporter or editor) prior to receiving approval from the AEDC.
2. If subject is approved, staff member drafts op-ed piece with assistance of LKF as needed to ensure newsworthiness and that it adheres to op-ed guidelines established by the news organization.
3. LKF provides edits and works with staff member to produce a final version of the piece. LKF submits final draft to AEDC or Board of Directors for approval.
4. Once approved, LKF works with staff member to submit piece to news organizations and outlets, and coordinates if additional submissions are required.

NOTE: If a staff member determines that they will submit an op-ed piece or by-lined article WITHOUT attribution from AEDC, then they may do so on their own personal time.

- **Newsworthy Information About Organization Updates:**

LKF is very interested in hearing about AEDC updates so that we can communicate this information to external stakeholders through a broad range of channels – including news media, print publications, web stories, video network and other digital media.

We have organized a network to assist us in gathering this information from staff on an ongoing basis.

This information includes:

- a. Published Information.
- b. Grants and Contracts.
- c. Conference Presentations.
- d. Events, Lectures, and Workshops.
- e. Appointments.
- f. Community Service.
- g. Honors and Awards.
- h. In the News.
- i. New Faculty/Staff.
- j. Commentaries, Articles, or Op-ed Pieces.

Notice About Organization Updates

NOTE: It is critical for LKF to receive information **in advance of a press release being published, so that we can maximize news coverage.** In many cases, it is beneficial to receive the fodder at the time it is accepted, so that there is adequate time to coordinate with the press release contacts as well as other outside partners as appropriate. We greatly appreciate your help with this request!

- **Media Inquiries:**

In order to maintain accuracy and consistency, employees who receive inquiries from the news media must follow these guidelines and procedures:

1. No employee may grant an interview concerning company business to a general interest or business publication or broadcast media without the approval of the president. Examples of such media would include The Recorder, Advisor & Chronicle, The Kalamazoo Gazette, etc. In most cases, inquiries from this type of media will be handled directly by leadership of the Board of Directors.
2. Certain types of routine inquiries and contacts with local news media or informational requests from trade publications may be handled directly by employees designated by the president and Board of Directors.
3. With respect to company matters that are appropriate for public knowledge, the organization cooperates with news media inquiries and communicates truthfully with the media through designated spokespersons.

Procedures:

- Any requests for interviews by the media will be referred to the president and Board of Directors. During the time an employee is attempting to contact this person and board, reporters should be told that a spokesperson is not available, but an appointment can be made if appropriate.
- No employee other than the designated spokesperson may speak on behalf of the company.
- Any employee who speaks on behalf of the company without authorization or violates this media policy is subject to discipline, including discharge.
- Courtesy and common sense should always be used in dealing with reporters. The employee should ask the reporter for their name, the name of the publication or television or radio station, a telephone number, and the topic that they wish to discuss. The employee will then contact the president or the Board of Directors with this information.
- The spokesperson will be objective in media statements and will provide accurate, factual information as quickly as possible. There will be no lies or cover-ups.
- No statements are made off the record.
- When approval is given to allow photographs in a location, a photo release form should be completed and sent to the president, LKF, and a copy should be sent to the publication, television, or radio employee.

Procedures for Response to Media During an Emergency

1. Whenever there is an emergency and a need to respond to the media, always contact one or more of the following persons:

- President, or assistant to the president (can authorize media statements)
- Board of Directors (can authorize media statements)

A list of the office, home, and cell phone numbers and e-mail addresses of these individuals is attached.

2. When there are injuries, the following steps are to be taken:

- Factual information on any customer or employee concerning personal injuries should be provided to the family as quickly as possible. Ideally, a general manager who is familiar with the person will dispense the information. The caller will have been trained how to handle the situation.
 - No information is to be released to the media on the injuries until the families of those injured have been notified and clearance given by persons listed as authorized in item 1.
3. Employees should not speculate on anything to the media or anyone else. The media spokesperson will be one of the trained individuals listed on the attachment. Ideally, there will only be one spokesperson for any one emergency.
-
-
4. When feasible and approved by individual listed in item 1, the company will initiate contact with the media.
5. Only when the situation warrants, when appropriate management is on site, and when approved by one of the authorized persons listed in item 1, is news media allowed access to the facilities. Emergency press releases are to be immediately posted on AEDC's website. Even then, the media is allowed access to areas only within safety guidelines.
6. No one is to give damage estimates or other cost information to the media until they can be accurately assessed. Only the company spokesperson can release this information.
7. Any media spokesperson should emphasize the company's safety record and precautions that have been taken to avoid incidents of this nature.
8. If the situation warrants, use every means of communication to present factual information that will offset rumors and misstatements. These include radio, television, newspapers, advertisements, letters, videotapes, voicemail, or e-mail broadcasts to members of the media. Phone numbers and e-mail addresses for some media contacts are listed in the attachment.
9. Contact the outside public relations advisor listed in the attachment.
- LKF Marketing
10. As a matter of courtesy, someone will always return media calls, if only to state that a spokesperson is not available, or no comment is available at this time.

11. As the situation warrants, updates will be provided to the media.
12. All statements to the media will be as objective as possible.
13. Generally, any quotes in media releases should be reviewed by the person quoted to ensure accuracy.

Emergency Communications with Employees, Customers, and the General Public

Before communicating with employees, customers, and the general public, review these goals:

- Provide for safety and well-being.
- Calm and reassure.
- Do not lie.
- Provide accurate, factual information as quickly as possible.
- Maintain positive relations.
- Foster favorable, accurate perceptions.

Communications with Shareholders:

Before communicating with shareholders, review these goals:

- Provide accurate, factual information.
- Maintain positive relationships.
- Never lie to shareholders.

Open Meetings Act

This policy is intended to comply with all requirements of Michigan's Open Meetings Act (OMA), 1976 PA 267, MCL 15.261 et seq. which requires public bodies to hold public meetings if a quorum of the board is present. In addition, any decisions or discussions on matters that could pertain to a decision must also be conducted in a public meeting.



POLICY AND PROCEDURE
AEDC PP 4.02 Marketing
Public Affairs & Communications Policies

SUBJECT: Public Affairs & Communications Policies	ORIGINATION DATE: June 25, 2024 LAST DATE REVIEWED: June 25, 2024
ACCOUNTABILITY: LKF Marketing, Albion Economic Development Staff OTHERS INVOLVED: Volunteers, Partners, and Contractors	REQUIRED REVIEWERS: Albion Economic Development Corporation Board of Directors

Purpose:

The purpose of this policy is to ensure consistent and effective communication and promotion of Albion Economic Development Corporation's (AEDC) mission, values, programs, and achievements. This policy outlines guidelines and procedures for all marketing and communication activities conducted on behalf of AEDC.

Scope:

This policy applies to all marketing, communications, media relations, digital/print publications, social media, video/broadcast communications, advertising, and community health information delivered on behalf of AEDC. The policy applies to all staff, contractors, and volunteers involved in marketing and communication activities for AEDC.

Policy:

1. **Accuracy and Integrity:** All marketing and communication materials must accurately represent AEDC, its programs, achievements, and values. Misleading or false information is strictly prohibited.
2. **Transparency:** Transparent communication is vital. Any conflicts of interest or affiliations must be disclosed appropriately in accordance with relevant regulations and guidelines.
3. **Respect and Diversity:** All marketing and communication materials should respect the diversity of the community and promote an inclusive environment that celebrates individual differences.
4. **Compliance:** All marketing and communication activities must comply with relevant laws, regulations, and industry standards, including but not limited to copyright laws, and institutional branding guidelines.

5. Privacy: Confidentiality and privacy must be respected at all times. Personal information should only be used and shared in accordance with applicable privacy laws and standard policies.
6. Consistency: Maintain consistency in messaging, branding, and visual identity across all marketing and communication channels to enhance recognition and reinforce AEDC's brand image.

Roles and Responsibilities:

1. AEDC's Marketing Partner (LKF Marketing): The LKF Marketing (LKF) team is responsible for developing and implementing AEDC's marketing and communications strategies, creating promotional materials, managing digital and traditional communication channels, conducting community information sessions, and ensuring compliance with these policies.
2. Staff: AEDC staff members may contribute to marketing and communication efforts, but always in coordination with LKF.
3. Volunteers/Partners/Contractors: Any involvement of outside entities (including volunteers, board members, vendors) in AEDC marketing, communications, media activities, or AEDC community activities must be coordinated through LKF.

Approval Process:

All marketing and communication materials, including but not limited to brochures, websites, social media posts, press releases, and advertisements, must be reviewed and approved by the LKF team before dissemination. Approval ensures compliance with this policy, accuracy of information, and consistency with branding guidelines.

Monitoring and Evaluation:

Regular monitoring and evaluation of marketing and communication activities will be conducted to assess effectiveness, identify areas for improvement, and ensure compliance with this policy. Feedback from stakeholders, including staff, board members, and the community, will be considered in the evaluation process.

Policy Review:

This Public Affairs & Communication Policy will be reviewed annually and updated as necessary to reflect changes in regulations, industry standards, and institutional priorities. Suggestions for revisions may be submitted to the Marketing and Communications team for consideration.

Open Meetings Act

This policy is intended to comply with all requirements of Michigan's Open Meetings Act (OMA), 1976 PA 267, MCL 15.261 et seq. which requires public bodies to hold public meetings if a quorum of the board is present. In addition, any decisions or discussions on matters that could pertain to a decision must also be conducted in a public meeting.



POLICY AND PROCEDURE
AEDC PP 1.12 Governance
City of Albion Communications Policy

SUBJECT: City of Albion Communications Policy	ORIGINATION DATE: 07/01/2024 LAST DATE REVIEWED: 7/01/2024
ACCOUNTABILITY: Chief Executive Officer (CEO), OTHERS INVOLVED: Albion Economic Development Corporation Board of Directors, Contracted Consultant (s)	REQUIRED REVIEWERS: Chief Executive Officer (CEO) & Albion Economic Development Corporation Board of Directors

Purpose & Policy Overview:

This policy outlines Albion Economic Development Corporation's (AEDC) approach to having clear and efficient communication protocol between the AEDC and the City of Albion, Michigan, regarding City strategic discussions. This policy ensures that the economic development leads, including new businesses, expanding businesses, housing, and property uses, are handled promptly and effectively, fostering a collaborative and transparent relationship between the City of Albion and the AEDC.

Policy:

The AEDC is committed to fostering economic growth and development in Albion. To achieve this, the AEDC will follow a structured communication process with the city. This policy outlines the steps and procedures to ensure that all economic development leads are managed efficiently, with the involvement of key stakeholders, to maximize successful outcomes.

Procedure:

- (1) If a lead for economic development (as defined above) comes to the attention of the City of Albion or the AEDC, the lead will be forwarded to the AEDC's CEO/President;
- (2) The AEDC's CEO works with the interested parties to determine requested incentives and resources;
- (3) The AEDC's CEO will set up an internal meeting by inviting the City Manager/Interim City Manager to a meeting to outline and debrief the request;
- (4) The AEDC's CEO will set up a meeting with the City of Albion Staff (as identified by the City Manager/Interim City Manager) to review the proposed project;
- (5) The AEDC's CEO continues to work with the interested parties and provides updates to the City of Albion via requested meetings to include City staff in check-in meetings;
- (6) The AEDC's CEO guides the interested party through Board and City approvals; and
- (7) The AEDC's CEO socializes the project, when it can be made public with the City's community, including City Council.

Open Meetings Act

This policy is intended to comply with all requirements of Michigan's Open Meetings Act (OMA), 1976 PA 267, MCL 15.261 et seq. which requires public bodies to hold public meetings if a quorum of the

board is present. In addition, any decisions or discussions on matters that could pertain to a decision must also be conducted in a public meeting.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
TAX INCREMENT FINANCE AUTHORITY OF THE CITY OF ALBION
APPROVING OF SALES AGREEMENT**

The undersigned certifies the undersigned is the duly elected and qualified Secretary of **TAX INCREMENT FINANCE AUTHORITY OF THE CITY OF ALBION**, a Michigan statutory Tax Increment Finance Authority (TIFA) and that the following resolution was duly adopted by the Board of Directors of the TIFA held on _____, 2024:

BE IT RESOLVED THAT the Tax Increment Finance Authority of the City of Albion (TIFA) **AUTHORIZES**:

- 1) Acceptance of the Assignment from the Albion Economic Development Corporation (AEDC) of its interest as Seller under a sales agreement November 4, 2021, as amended (the Agreement) for the sale to Ambergris Ltd. of 903 Burstein Drive, Albion MI 49224, 971 Austin Ave., Albion MI 49224, 941 Austin Ave., Albion MI 49224 (the Property), and
- 2) the Sale of the Property to Ambergris Ltd pursuant to the Agreement, and
- 3) any of the Chair or Secretary of the Board, or the President/CEO of AEDC to execute all sale closing documents.

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

DATED: _____, 2024

_____, Secretary

ASSIGNMENT & ASSUMPTION OF SALES AGREEMENT

ASSIGNOR: Albion Economic Development Corporation, a municipal corporation
P.O. Box 725 Albion, MI 49224

ASSIGNEE: Tax Increment Finance Authority of the City of Albion, a Michigan public corporate
body, whose address is P.O. Box 725, Albion, MI 49224

BUYER: Ambergris Ltd.

EFFECTIVE
DATE: _____, 2024

RECITALS:

- A. Assignor is the named Seller under that certain Sales Agreement dated November 4, 2021, as amended for the sale of 903 Burstein Drive, Albion MI 49224, 971 Austin Ave., Albion MI 49224, 941 Austin Ave., Albion MI 49224 to the above Buyer. Buyer is the assignee of the original Buyer.
- B. Assignor has concluded it desires to assign its interest to Assignee.

AGREEMENT:

The parties agree as follows:

- 1. ASSIGNMENT & ASSUMPTION: Assignor assigns to the Assignee all of the Assignor's rights under the Sales Agreement, as amended. Assignee assumes all of the Assignor's obligations under the Sales Agreement.
- 2. EFFECT OF AMENDMENT: Except as otherwise set forth in this document, the Sales Agreement as amended remains in full force and effect. The Assignee is substituted in the Assignor's place and stead as the Seller and Assignor is released from all obligations under the Sales Agreement.
- 3. Buyer Ambergris Ltd. consents to such assignment.

DATED: _____, 2024

ASSIGNOR:
Albion Economic Development Corporation

By: _____

Its: _____

DATED: _____, 2024

ASSIGNEE:
Tax Increment Finance Authority of the City
of Albion

By: _____

Its: _____

DATED: _____, 2024

BUYER:
Ambergris Ltd.

By: _____

Drafted by: Nelson Karre
Vandervoort, Christ & Fisher, P.C.
The Battle Creek Tower, Suite 450
70 West Michigan Avenue
Battle Creek, MI 49017 (269) 965-7000

MSDHA - CHILL
THIRD-PARTY ADMINISTRATOR AGREEMENT

THIS AGREEMENT, effective August __, 2024, is made and entered into by and between the **CITY OF ALBION**, a Michigan municipal corporation, located at 112 W. Cass St., Albion, MI 49224 (hereinafter referred to as the “City”), and **ALBION ECONOMIC DEVELOPMENT CORPORATION**, a public agency established pursuant to the Economic Development Corporations Act 338 of 1974, located at 115 N. Superior St., Albion, MI 49224 (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the City is the recipient of a grant from the Michigan Housing and Development Authority (MSHDA) for the Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program (“the CHILL Grant”), which provides funding for administration and programming to provide physical improvements to neighborhoods through home-owner occupied improvement projects for low-to-moderate income homeowners.; and

WHEREAS, the City requires the services of a qualified and experienced contractor to serve as Third-Party Administrator of the Grant; and

WHEREAS, the Contractor is qualified and experienced in administering CDBG funds and coordinating homeowner rehabilitation projects, has the capacity and experience to carry out MSHDA’s requirements in regard to program administration of the CHILL Grant, and was selected by the City as the lowest bidder; and

WHEREAS, the services contracted for pursuant to this Agreement are a proper concern of the City and are services that the City could otherwise perform pursuant to law.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

SECTION 1:

Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it hereunder on the effective date of this agreement, and, unless terminated as authorized in this Agreement, shall continue said services through the 31st day of January 2026, time being of the essence.

Notwithstanding any other provision in this Agreement to the contrary, the City may terminate this Agreement at any time, with or without cause, upon delivery of **ten (10)** days’ prior written notice to the Contractor. In the event this Agreement is terminated by the City for reasons other than Contractor’s breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the

compensation stated in Section Four (4) of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor that are in excess of this revised sum shall be returned to the City within thirty (30) days of the effective date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Contractor and its termination by the City, the City, in addition to the Agreement's termination, reserves the right to seek/exercise any other rights and/or remedies available in law or in equity.

SECTION 2:

Program to be Operated by Contractor. The Contractor shall implement administrative program support by completing tasks with the responsibility of delivering on assigned program requirements of MSHDA's CDBG Housing Improving Local Livability (CHILL) Program ("the Program"), including and not limited to completing MSHDA's required environmental review of each project location, in compliance with the Program Guidelines for Homeowner Improvement Project. A copy of the Program Guidelines. Is attached as Exhibit A and incorporated by reference.

SECTION 3:

Duties of Contractor. The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Develop, administer and operate the Program.
- B. Provide the necessary administrative, professional and technical staff for the operation of the Program and be responsible for such staff members.
- C. Utilize record and report forms as prescribed.
- D. Submit reports as hereinafter stated.
- E. Keep a separate set of books for the Program.
- F. Not commingle funds for the Program with any other funds.
- G. Obtain fidelity bonds for persons handling funds of the Program. The Contractor shall provide the City's Clerk with a certificate, or such other evidence as the Clerk may require, of its possession of the required fidelity bonds and shall immediately notify the Clerk of any cancellation or termination of such bonds.
- H. Perform the following specific tasks for the program:
 - 1. Create flyers and marketing to advertise the program;

2. Create homeowner applications and guidelines for applicants;
3. Meet with prospective homeowners and review applications for completeness;
4. Verify homeowners low-moderate income eligibility;
5. Verify that the property is single-family owned;
6. Interview homeowners as to the scope of the project(s);
7. Perform homeowner inspections to ensure that home projects meet MSHDA eligibility rehab requirements;
8. Create a procedure for the selection of projects;
9. Work with homeowners on all aspects of the application and approval process;
10. Schedule environmental reviews of the properties;
11. Work with selected builders to submit required MSHDA paperwork;
12. Submit bids to MSHDA for approval;
13. Create a timeline for the projects and update the City as requested;
14. Ensure builders are licensed and that any contract for services meet MSHDA eligibility criteria;
15. Oversee the project and provide progress reports to MSHDA within deadlines;
16. Prepare all MSHDA closing and reporting document requirements when the project is complete;
17. Perform and/or comply with any and all third-party administrator responsibilities in the attached MSHDA Chapter 13 Guidelines attached hereto as Exhibit B.

SECTION 4:

Compensation. It is expressly understood and agreed that in no event will the total compensation to be paid by the City to the Contractor under this Agreement exceed the sum of FIFTY THOUSAND (\$50,000.00) AND NO/100 DOLLARS. The Contractor shall

receive said compensation in one lump sum, upon execution of this Agreement by all parties and the City's entry into the CHILL Grant Agreement with MSHDA, or as otherwise directed by the City. **Payment by the City to the Contractor is subject to the availability of funds.**

In the event that the funds granted in this Agreement, or any portion thereof are found to be unauthorized by either the laws of the State of Michigan, an opinion issued by the Michigan Attorney General, a Michigan Court Decision, or in any future audit of the City, the Contractor shall reimburse the City for all such funds found to be unauthorized.

SECTION 5:

Return or Use of Excess Funds. Any unused and unobligated funds provided under this Agreement in the Contractor's possession when this Agreement terminates shall be returned to the City or used in accordance with instructions provided by the City.

SECTION 6:

Fees, Charges or Contributions. Under no circumstances shall fees or charges of any nature be solicited or required by the Contractor for services provided by the Contractor under this Agreement, without the prior written approval of the City.

SECTION 7:

Accounting Procedures. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices (GAAP) in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

SECTION 8:

Title and/or Ownership of Equipment Purchased with Agreement Funds. Any and all equipment purchased solely by funds authorized by this Agreement, the cost of any single item of which exceeds FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), shall be and remain the property of the City. Such property shall be delivered to the City or otherwise used or disposed of, as the City directs, within thirty (30) days after the termination of this Agreement.

SECTION 9:

Expenditure and Receipt Reports. The Contractor shall prepare and submit expenditure and receipt reports as requested by the City. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the City.

SECTION 10:

Bi-Annual and Evaluation Reports. The Contractor shall prepare and submit to the City the following reports:

- A. Bi-annual reports, including programmatic and financial data, on the activities of the Contractor and the services provided pursuant to this Agreement, shall be submitted on or before January 15, 2025, and July 15, 2025. **The bi-annual reports shall be specifically on the performance of the services and include a detailed description on how the funds paid under this Agreement have been spent.** The City and the Contractor shall not enter into any contracts with each other after the termination of this Agreement until the City has received and approved the Contractor's second bi-annual report.
- B. Further evaluation reports when and as requested by the City.

The City shall determine what information shall be contained in each of the aforementioned reports. If any report is not completed to the satisfaction of the City, the City shall return the same to the Contractor, setting forth the additional information desired. The Contractor shall resubmit the report with the appropriate changes no later than two (2) business days after its return by the City. The Contractor shall submit any other reports to the City when and as requested by the City, provided at least five (5) business days' prior written notice is given to the Contractor.

SECTION 11:

Report Forms. In the event the City furnishes forms for any of the reports required under this Agreement, such forms shall be used by the Contractor.

SECTION 12:

Access to Books, Documents, Papers and Records. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor shall be open to inspection during regular working hours by the City through the City Finance Director or his designee, and/or such persons the City has contracted with for auditing services. Refusal to allow the City or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the City Finance Director or his designee and person(s) the City has contracted with to provide auditing services shall be entitled to prepare quarterly and/or annual audits of all books and records pertaining to the program. The City's rights to access to Contractor's books, documents, papers and records set forth in Section twelve (12) shall survive termination of this Agreement and may be exercised during the maintenance period set forth in the Section thirteen (13) of this Agreement.

SECTION 13:

Maintenance of Records. The Contractor shall keep and maintain records covering persons served, the services rendered, and expenditures made pursuant to this Agreement for three (3) years after termination of this Agreement or until a final audit has been performed, whichever occurs later. In the event an audit has not been performed within said three (3) year period, the Contractor shall notify the City in writing and request such an audit or permission to dispose of the records. If an audit or litigation concerning this Agreement commences prior to the end of the retention period, the Contractor shall retain the records until the audit and/or litigation has been completed and a final determination has been made thereon (e.g. in case of litigation when a final judgment has been rendered and all appeals thereof exhausted).

SECTION 14:

Nondiscrimination. The Contractor shall not discriminate against any qualified employee or qualified applicant for employment on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight and shall require an identical provision in any subcontracts. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the City may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

SECTION 15:

Compliance with the Law. The Contractor shall administer the Program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, codes, rules and regulations, including all statutes, rules, regulations and guidelines associated with the administration of the Program on behalf of City for use of funds under the CDBG program, as implemented pursuant to regulations contained in 24 CFR Part 570 and as administered

by MSHDA. The Contractor shall also adhere to any applicable prevailing wage requirements, including but not limited to Davis-Bacon Projects

SECTION 16:

Compliance with MSHDA CHILL Grant Agreement. It is expressly understood and agreed by the Contractor that this Agreement is subject to the terms and conditions of the CHILL Grant Agreement entered into between the City and MSDHA. The Contractor shall comply with all applicable terms and conditions of the CHILL Grant Agreement. The provisions of this Agreement shall take precedence over the CHILL Grant Agreement unless a conflict exists between this Agreement and the provisions of the CHILL Grant Agreement, in which case the provisions of the CHILL Grant Agreement shall prevail. A conflict, however, shall not be deemed to exist where this Agreement: (1) contains additional provisions not set forth in the CHILL Grant Agreement; (2) restates provisions of the CHILL Grant Agreement to afford the City the same or substantially the same rights and privileges as MSHDA; or (3) requires the Contractor to perform duties and/or services in less time than that afforded the City in the CHILL Grant Agreement. A copy of the CHILL Grant Agreement covering the term of this contract is attached as Exhibit C and incorporated by reference.

SECTION 17:

Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the City. The Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the City such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

SECTION 18:

Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the City, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement. The Contractor's responsibilities to the City and its officers, employees and agents as set forth in this section shall not be limited to or mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Agreement.

SECTION 19:

Liability Insurance. The Contractor shall purchase and maintain the following types of insurance coverages with limits that are not less than those set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan that are acceptable to the City and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Workers' Compensation Insurance. Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and aggregate. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.
- C. Motor Vehicle Liability. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
- D. Additional Insured. The Commercial General Liability Insurance as described above shall include the following as "Additional Insured"; the City, and all of the City's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. It is understood and agreed that said insurance shall be considered to be primary coverage to the Additional Insureds, and any other insurance the Additional Insureds may have shall be considered to be secondary and/or excess.
- E. Deductibles and SIRSs. The Contractor shall be responsible for paying any deductibles and self-insured retentions (SIRs) in its insurance coverages.
- F. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the City as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Albion City Clerk, City Hall, 112 W. Cass St., Albion, MI 49224" In the event the Contractor's insurer refuses to provide such an

endorsement the Contractor shall notify the City Clerk's Office in writing and shall be responsible for providing the required notice of cancellation, non-renewal, reduction and/or material change. Failure to provide the required notices shall be a material breach of this Agreement.

- G. Proof of Insurance. The Contractor shall provide to the City at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

SECTION 20:

Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

It is expressly understood and agreed that in the event any actions in law or in equity arising out of or regarding this Agreement are brought by either party against the other party, such actions shall be in the Michigan Courts for the County of Calhoun. In the event that any action arising out of or regarding this Agreement is brought in or moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

SECTION 21:

Waivers. No failure or delay on the part of either the City or Contractor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

SECTION 22:

No Oral Modification of the Agreement. Modifications, amendments or waivers of any provision of this Agreement shall be made only by a written amendment to this Agreement that is mutually agreed upon and signed by the authorized representatives of the City and Contractor.

SECTION 23:

Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

SECTION 24:

Termination for Failure to Comply with Agreement. In the event that the Contractor fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the City, the City reserves the right to diminish, terminate or recover part or all the compensation set forth in Section four (4) of this Agreement.

SECTION 25:

Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

SECTION 26:

Complete Agreement. This Agreement, the Exhibits A, B, and C, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

SECTION 27:

Severability. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

SECTION 28:

Non-Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

SECTION 29:

Survival Clause. All rights, duties and responsibilities of the City and the Contractor under this Agreement that either expressly or by their nature, shall extend beyond and survive the end of the term or termination of this Agreement.

SECTION 30:

Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT IN THE SPACES AND ON THE DATES SET FORTH BELOW. THIS AGREEMENT SHALL BE EFFECTIVE ON THE DATE OF THE LAST PARTY SIGNING BELOW.

CITY OF ALBION

By: _____
Victoria Snyder
Mayor

_____ Date

By: _____
Jill Domingo
City Clerk

_____ Date

ALBION ECONOMIC DEVELOPMENT CORPORATION

By: _____
Jerome Harvey
Board Chair

_____ Date

APPROVED AS TO FORM ONLY:

Cullen Harkness (P71612)
Albion City Attorney

_____ Date

