CITY OF ALBION DOWNTOWN DEVELOPMENT AUTHORITY

REGULAR MEETING

WEDNESDAY, OCTOBER 11, 2017

MAYOR'S OFFICE

7:30 A.M.

MIKE TYMKEW-CHAIRPERSON

AGENDA

I. Call To Order (Reminder: turn off cell phones)

II. Roll Call of the DDA

III. Approval of Prior Meeting Minutes
– September 13, 2017 Regular Meeting

IV. Correspondence

V. Order of Business

A. Discussion/Approval FY 2018 Budget

B. Approve Peabody Project as a DDA Project & Authorize City Manager to sign the related documents

C. Discussion-Future Land Use & Zoning Plan

D. Excuse Absent Board Members

VI. Citizen Comments (Persons addressing the DDA shall limit their comments to no more than 5 minutes. Proper decorum is required.)

VII. Adjournment

City Of Albion
Albion Downtown Development Authority
Regular Meeting Minutes – September 13, 2017

I. CALL TO ORDER

Chairperson Mike Tymkew called the meeting to order at 7:30 a.m.

II. ROLL CALL

A	Garrett Brown		X	Don Masternak
X	Joe Domingo		X	Mike Tymkew
X	Alfredia Dysart-Drake		X	Nidia Wolf
X	Scott Evans		X	Jennifer Yawson
A	Marcola Lawler			
X	Linda LaNoue			

Administration: Sheryl L. Mitchell, City Manager and Jill Domingo, City Clerk.

III. Approval of Prior Meeting Minutes

A. July 12, 2017 Regular Meeting Minutes

Motion by A Dysart-Drake, supported by S Evans to approve prior regular meeting minutes as presented.

(MOTION carried, voice vote)

IV. Correspondence-None

V. Order of Business

A. Ismon House Letter of Understanding

Chair M Tymkew stated the Letter of Understanding is for the use of the building.

Motion by N Wolf, supported by L LaNoue to approve the Ismon House Letter of Understanding as presented.

(MOTION carried, voice vote)

B. Ismon House 5 Year Development & Maintenance Agreement

Chair Tymkew asked if the release of liability claim language (#9) added to the 5 Year Development & Maintenance Agreement will also be added to the Ismon House Rental contract.

City Manager Mitchell stated the Ismon House Board met last evening and will add the release of liability language into the Ismon House Rental Agreement.

Motion by L LaNoue, supported by N Wolf to approve the Ismon House 5 Year Development & Maintenance Agreement as presented.

(MOTION carried, voice vote)

C. Miscellaneous Items

- Outdoor Café Resolution

  City Manager Mitchell stated this was an informational item. The Ordinance has been passed by the Albion City Council and will take effect October 5, 2017. The Albion Food Hub had a pop up restaurant at the Erie Street location and through the application process it was realized, the current ordinance allowed for sidewalk cafes only on Superior Street. This ordinance will allow for sidewalk cafes in Zones B-1, B-2, B-3 and B-4.

  Board Member Domingo asked why Superior Street was excluded in this ordinance and also if this would be compliant with the federal historical district that would fall into the above stated zones. He stated he would not like to lose the City's historical status.

  City Manager Mitchell stated Superior Street was already covered by the original ordinance and the intention was for the amendment was for the B-2 downtown district. She will check with the City Attorney for what the intention was of adding the additional districts.

D. Excuse Absent Board Members

Motion by S Evans supported by N Wolf to excuse Board Members G Brown and M Lawler.

(MOTION carried, voice vote)

VI. Citizens Comments (Persons addressing the DDA shall limit their comments to no more than 5 minutes. Proper decorum is required.)

No citizen comments were received.

Board Comments were as follows:

- An email was received from the auto events calendar which has been passed on to Al Smith. The information for events are being scheduled much earlier than in previous years. The total for the car show was $1300.00
- Would like to add budget discussion/approval to the October agenda.
- The Peabody grant is a pass through grant and will be reflected in the DDA budget
- Has it been determined what type of business will occupy the Peabody project?
- The owners would like to see a bakery as it was some years ago
- Does the DDA candidate to fill the open seat need to be a downtown business owner?
- At one time, Mr. Tazzi the chiropractor was interested in sitting on the DDA Board

- MDOT plans to complete Phase I of the Superior Street reconstruction project the first of October and Phase II in November.
- MDOT meeting today at 9:00 a.m. for an update on the Reconstruction Project.
- MDOT will open pedestrian pathways this weekend for accessibility from Stoffer Plaza to downtown restaurants and businesses.
- The City has received a demolition permit for the old Ponderosa building
- Festival Events:
    - Thursday-September 14, 2017 Free Dueling Pianos Concert at the Bohm Theatre from 7-9 p.m.
    - Friday-September 15, 2017 5K Run; Car Show & Alumni Dinner
    - Customer is taking the train from Chicago to Albion to spend the day at the Festival. The word is spreading of this event.

Comments were received from Board Members Wolf, Tymkew, Yawson, Evans, Masternak and Domingo and City Manager Mitchell.

VII. ADJOURNMENT

Motion by D Masternak, supported by J Yawson to adjourn the meeting of the DDA.

(MOTION CARRIED, voice vote).

Meeting adjourned the meeting at 8:00 a.m.

Recorded by Jill Domingo

BUDGET REPORT FOR CITY OF ALBION
Fund: 248 DDA FUND

Calculations as of 12/31/2017

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 AMENDED BUDGET	2017 ACTIVITY THRU 12/31/17	2017 PROJECTED ACTIVITY	2018 REQUESTED BUDGET
Dept 000-GENERAL						
ESTIMATED REVENUES						
UNK_REV						
248-000-402.00	CURRENT PROPERTY TAXES	8,863	0	0	0	0
248-000-402.10	CURRENT PROP TAXES - STATE REIMBUI	11,684	10,500	0	14,500	15,500
248-000-665.00	INTEREST	152	150	209	300	300
TOTAL UNK_REV		20,699	10,650	209	14,800	15,800
TOTAL ESTIMATED REVENUES		20,699	10,650	209	14,800	15,800
NET OF REVENUES/APPROPRIATIONS - 000-GENERAL		20,699	10,650	209	14,800	15,800
Dept 693-PEABODY BUILDING PROJECT						
ESTIMATED REVENUES						
UNK_REV						
248-693-502.00	FEDERAL GRANTS	0	0	0	10	10
248-693-540.00	STATE GRANTS	0	0	0	10	10
248-693-590.00	LOCAL GRANTS	0	0	0	10	10
TOTAL AMOUNTS FOR PEABODY PROJECT ARE UNKNOWN						
TOTAL UNK_REV		0	0	0	30	30
TOTAL ESTIMATED REVENUES		0	0	0	30	30
APPROPRIATIONS						
UNK_EXP						
248-693-801.00	PROFESSIONAL SERVICES	0	0	0	10	10
248-693-802.00	CONTRACTUAL SERVICES	0	0	0	10	10
248-693-955.00	MISCELLANEOUS	0	0	0	10	10
TOTAL AMOUNTS FOR PEABODY PROJECT ARE UNKNOWN						
TOTAL UNK_EXP		0	0	0	30	30
TOTAL APPROPRIATIONS		0	0	0	30	30
NET OF REVENUES/APPROPRIATIONS - 693-PEABODY BUILDING		0	0	0	0	0
Dept 735-DDA						
APPROPRIATIONS						
UNK_EXP						
248-735-744.00	POSTAGE	0	50	0	50	100
248-735-776.00	MATERIALS AND SUPPLIES	0	200	0	200	200
248-735-802.00	CONTRACTUAL SERVICES	0	0	35	100	125
248-735-840.00	ADMINISTRATION FEES	2,200	2,270	1,703	2,270	2,361
248-735-880.00	COMMUNITY PROMOTIONS	1,635	2,700	1,401	2,700	2,500
248-735-950.00	INSURANCE AND BONDS	1,253	1,350	953	1,300	1,350
248-735-955.00	MISCELLANEOUS	51	0	51	51	51
TOTAL UNK_EXP		5,139	6,570	4,143	6,671	6,687
TOTAL APPROPRIATIONS		5,139	6,570	4,143	6,671	6,687
NET OF REVENUES/APPROPRIATIONS - 735-DDA		(5,139)	(6,570)	(4,143)	(6,671)	(6,687)
Dept 806-ISMAN HOUSE RENOVATION						
ESTIMATED REVENUES						
UNK_REV						
248-806-540.00	STATE GRANTS	126,182	0	0	0	0
248-806-580.00	CONTRIBUTION FROM LOCAL UNITS	35,135	0	0	0	0
248-806-699.00	TRANSFER IN	50,000	0	0	0	0
TOTAL UNK_REV		211,317	0	0	0	0
TOTAL ESTIMATED REVENUES		211,317	0	0	0	0
APPROPRIATIONS						

BUDGET REPORT FOR CITY OF ALBION
Fund: 248 DDA FUND

Calculations as of 12/31/2017

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 AMENDED BUDGET	2017 ACTIVITY THRU 12/31/17	2017 PROJECTED ACTIVITY	2018 REQUESTED BUDGET
Dept 806-ISMAN HOUSE RENOVATION						
APPROPRIATIONS						
UNK_EXP						
248-806-802.00	CONTRACTUAL SERVICES	211,317	0	0	0	0
TOTAL UNK_EXP		211,317	0	0	0	0
TOTAL APPROPRIATIONS		211,317	0	0	0	0
NET OF REVENUES/APPROPRIATIONS - 806-ISMAN HOUSE RENC		0	0	0	0	0
ESTIMATED REVENUES - FUND 248		232,016	10,650	209	14,830	15,830
APPROPRIATIONS - FUND 248		216,456	6,570	4,143	6,701	6,717
NET OF REVENUES/APPROPRIATIONS - FUND 248		15,560	4,080	(3,934)	8,129	9,113
BEGINNING FUND BALANCE		32,160	47,720	47,720	47,720	55,849
ENDING FUND BALANCE		47,720	51,800	43,786	55,849	64,962

GRANT NO. MSC 217010-ESB

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT GRANT AGREEMENT

BETWEEN THE

MICHIGAN STRATEGIC FUND

AND THE

CITY OF ALBION

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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I. GRANT OFFER FOR MICHIGAN CDBG NO. MSC 217010-ESB

The Fund Manager of the Michigan Strategic Fund (the "Grantor"), acting pursuant to Resolution 2013-187 of the Michigan Strategic Fund Board, hereby offers to the City of Albion (the "Grantee"), grant assistance subject to the Grant Agreement.

The maximum amount of grant assistance hereby offered is $800,000.00 (the "Grant"), but in no event shall the amount of the grant assistance for blight removal and rehabilitation improvements exceed more than Forty-six percent (46%) of the total actual cost of blight removal and rehabilitation improvements the project financed with the Grant and Private matching funds. The maxium amount of grant assistance hereby offered for administration is $28,000.00. If the actual cost is less than shown in the Total Authorized Budget (See Section II(A)(1)), the amount of the Grant shall be reduced on a proportional basis. The Grantee shall be responsible for any cost overruns.

The term of work performance shall be twenty-nine months (29) months April 1, 2017 through August 31, 2019 (the "Term"), plus additional time to meet reporting or other procedural requirements. The Grant will only be made available for the Grantee's eligible expenses, which occur during the Term in accordance with the Grant Agreement. The Grant is dependent upon the Grantor's continued receipt of Community Development Block Grant funds and the availability of adequate funds.

If Grantee/private construction will not start by April 1, 2018 (the "Commencement Period"), then the Grantee must seek and receive in writing an extension of the Commencement Period from the Grant Administrator prior to the expiration of the Commencement Period, otherwise this Grant Agreement shall terminate and no longer be in effect. In the event this Grant Agreement is terminated as set forth herein, the Grantee must request that the Grant be reapproved by the MSF Board before it may be reinstated.

This Grant Offer does not commit the Grantor to approve requests for additional funds during or beyond this grant.

The Grantee hereby certifies that there has been no known adverse material change in the business, property, financial or other conditions of Peabody L.L.C., William H. Dobbins, and Karen K. Dobbins since the date of the grant application, unless expressly acknowledged in writing to the Grantor. Should there be an adverse material change in the business, property, financial or other conditions of the Peabody L.L.C., William H. Dobbins, and Karen K. Dobbins occurring on or after the date of this certification, the Grantee shall have an obligation to inform the Grantor immediately in writing of such material change.

The foregoing Grant Offer is hereby accepted and it is agreed that the funds made available will be used only as set forth herein and in the attached Special and General Terms and Conditions. The signatories below warrant that they are empowered to enter into this Agreement.

Dated this _____ day of _____, 2017 Dated this 2nd day of October, 2017

Mark Morante Fund Manager Michigan Strategic Fund	Sheryl L. Mitchell City Manager City of Albion

Counterparts; Facsimile, Electronic and PDF Signatures; Copies – This Agreement may be executed in any number of counterparts, each of which, when executed shall be deemed an original, and all of which together, shall constitute one and the same agreement. This agreement may be delivered by facsimile, or PDF or other electronic format and in such circumstances, may be relied upon to the same extent as though such copy was an original.

IV. ACKNOWLEDGEMENT AND CERTIFICATION BY Peabody L.L.C.

Peabody L.L.C. (the Peabody L.L.C. William H. Dobbins and Karen K. Dobbins) acknowledges receipt of a copy of the Grant Agreement MSC 217010-ESB, together with all attachments. It is understood that the CDBG financed portion of the project will provide funding for blight removal.

It is understood and acknowledged by all parties, including the Peabody L.L.C.,William H. Dobins, and Karen K. Dobbins, that the investment was an essential factor in persuading the Grantor that this project is economically viable, and further, in the absence of this commitment by the Peabody L.L.C., this grant would not have been awarded.

Therefore, the Peabody L.L.C., William H. Dobins, and Karen K. Dobbins agrees to abide by the terms of the Grant Agreement. The Peabody L.L.C. William H. Dobins and Karen K. Dobbins agree that this project is expected to result in:

Total investment of at least $941,572.00 for building rehabilitation activities;

In the event of any adverse material change in the business, property, financial or other conditions of the Peabody L.L.C., William H. Dobbins, and Karen K. Dobbins agree to immediately notify in writing the Grantee and Grantor and to provide Grantee and Grantor with any additional documentation reasonably requested. The Peabody L.L.C., William H. Dobbins, and Karen K. Dobbins further acknowledge that should the private investment for this project not be met, the Grantor may require the repayment of the Grant up to the full amount.

The signatories below warrants that they are empowered to enter into this Agreement.

Dated this 2 day of October 2017

Peabody L.L.C. William H. Dobbins and Karen K. Dobbins

William H. Dobbins
Member

Karen K. Dobbins
Member

Counterparts; Facsimile, Electronic and PDF Signatures; Copies – This Agreement may be executed in any number of counterparts, each of which, when executed shall be deemed an original, and all of which together, shall constitute one and the same agreement. This agreement may be delivered by facsimile, or PDF or other electronic format and in such circumstances, may be relied upon to the same extent as though such copy was an original.

Attachment A

PROJECT BUDGET
MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

1. Applicant: City of Albion	MSC 217010-ESB		2. Project Title: Peabody Building		
3. Project Cost Elements	4. Project Funding Sources		(Identify all other funding sources)		
Activities	CDBG	Private			TOTAL
Building Renovations	$680,555	$810,816			$1,491,371
Demolition	$93,953				$ 93,953
Lead and Abestos	$5,000				$ 5,000
Site improvements	$20,492				$ 20,492
Admin CGA	$28,000				$ 28,000
Private soft costs		$130,756			$ 130,756
TOTAL	$828,000	$ 941,572			$ 1,769,572

II. SPECIAL TERMS AND CONDITIONS

For Michigan CDBG under Title I of
the Housing and Community Development Act of 1974, as amended.
CFDA #: 14.228 Community Development Block Grants / State's Program & Non-Entitlement Grants in Hawaii

GRANT NO.:	MSC 217010-ESB
GRANTEE / ADDRESS:	City of Albion 112 West Cass Street Albion, Michigan 49224
DUNS NUMBER:	DUNS #044902815
GRANT ADMINISTRATOR / ADDRESS:	Grant Administrator 300 North Washington Square Lansing, Michigan 48913 Phone: 517-335-6681
FFATA PROJECT DESC.:	City of Albion Peabody Building
TERM:	April 1, 2017 – August 31, 2019
GRANT FUNDING YEAR:	2015
FEDERAL AWARD:	B-15-DC-26-0001 10/02/15 Department of Housing & Urban Development Assistant Secretary of Community Planning & Development 202-708-1112

A. TOTAL AUTHORIZED BUDGET

1. Sources of funds for the project under this Grant Agreement consist of:

Grantor (State) Cash Contributions	$ 828,000.00
Company (Private) Cash Contributions	$ 941,572.00
TOTAL	$1,769,572.00

B. SCOPE OF WORK

The Scope of Work of the Grantee under this grant shall be to undertake and complete the following activities, as further detailed in the Grantee's Application received August 2, 2017, as amended, subject to the limitations set forth in the Grant Agreement and applicable federal and state laws, rules and regulations:

1. Prior to the commitment of any project funds, incurring any project costs, and Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the complete Environmental Review Record (including the Environmental Assessment), and secure written approval by the Grant Administrator for the Request for Release of Funds and Certification. The Request for Release of Funds and Certification represents local completion of the environmental review procedures and requirements as set forth in 24 CFR Part 58, "Environmental Review Procedures for Title I Community Development Block Grant Program," issued by the U.S. Department of Housing and Urban Development. Project costs include costs to be paid by the Grant and other local, public and private funds.

2. If the Grantee will be engaging the consultant, supplier, or contractor then the Grantee shall comply with the procurement process required by 24 CFR Part 85. Among other things, this regulation applies to all CDBG funded engineering and consultant contracts as well as all CDBG funded construction contracts.

    a. For supplies and service contracts such as engineering and consulting less than or equal to $150,000.00, the Small Purchase Procedures as provided in 24 CFR Part 85 may be used. In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator documentation that price or rate quotations were obtained from an adequate number of qualified sources and a copy of the executed contract.

    b. For supplies and service contracts such as engineering and consulting greater than $150,000.00, Grantee must use competitive negotiation through a Request for Proposal (RFP) or Request for Qualifications (RFQ) process as provided in 24 CFR Part 85. In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the locally published RFP / RFQ, a list of respondents to the RFP / RFQ, Grantee's evaluation and recommendation for the award of the contract(s), and the executed contract(s).

    c. For construction related contracts, Grantee must use the procurement by Sealed Bids Process as provided in 24 CFR Part 85. In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the locally published advertisement for bids and the bid tabulation.

3. If the Grantee will not be engaging any consultant, supplier, or contractor, then the procurement process required by 24 CFR Part 85 shall not apply. The Grantee shall ensure that payment for services, supplies, or materials shall not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials are furnished.

4. If the project uses the Grant for demolition to be followed by on-site construction activities, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all

construction activities financed in whole or in part with the Grant. Such approval must be secured prior to Grantor disbursement of the Grant for relevant construction activities.

5. If the project involves the installation of machinery and equipment and the installation cost is greater than 20% of the total cost of the machinery and equipment, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all installation activities financed in whole or in part with CDBG funds. Such approval must be secured prior to Grantor disbursement of the Grant.

6. If the project uses the Grant for construction activities on private property, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all construction activities financed with any other matching funds on said private property. Such approval must be secured prior to Grantor disbursement of the Grant.

7. If the project involves acquisition, including donations, of real estate, permanent easements and/or right-of-ways, or the relocation of persons, families or farms, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970. Such approval must be secured prior to Grantor disbursement of the Grant.

8. If the project involves the demolition or conversion of an occupied dwelling unit or a vacant occupiable dwelling unit, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with Section 104(d) of the Housing and Community Development Act of 1974. Such approval must be secured prior to Grantor disbursement of the Grant.

9. If the Project involves improving and/or acquiring real property in whole or in part using Grant funds in excess of $150,000.00, the Grantee shall provide for approval by the Grant Administrator a Real Property Management Report (RPMR) prior to Grantor disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

   If the real property acquired and/or improved with the Grant is no longer needed for its original purpose at any time during the project and up to five years from close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the real property acquired or improved in whole or in part with the Grant. Depending on the disposition request, the Grantee may be required to return a portion of the Grant to the Grantor.

10. If the Project involves acquiring personal property in whole or in part using Grant funds in excess of $150,000.00, the Grantee shall provide for approval by the Grant Administrator a Personal Property Management Report (PPMR) prior to disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

If the personal property acquired with the Grant is no longer needed for its original purpose at any time during the project and after project close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the personal property acquired in whole or in part with the Grant. Depending on the current per unit fair market value of the personal property, the Grantee may be required to return a portion of the Grant to the Grantor.

11. Grantee is responsible for ensuring that all contractors working on the project are CDBG eligible and properly licensed, bonded, and insured.

12. The Grantee, all contractors, and all subcontractors shall ensure that any construction or rehabilitation implemented pursuant to the terms and conditions of this Agreement shall meet all applicable state and local building codes.

13. The Grantee, all contractors, and all subcontractors shall secure in a timely manner all necessary certificates and permits from municipal or other public authorities as required in connection with the performance of this Agreement.

14. The Grant must be requested on a reimbursement basis or when there is an immediate cash need for the funds.

15. In the event of any adverse material change in the business, property, financial or other conditions of Peabody L.L.C., William H. Dobbins, and Karen K. Dobbins shall immediately notify in writing the Grantee and Grantor. The Grantor reserves the right at any time to request additional documentation to ensure that the Scope of Work, private investment and grant requirements can be met.

16. The Grantee will notify the Grantor of any changes or modifications made to the Obsolete Property Rehabilitation Act Exemption granted for the real property, excluding land, located in Obsolete Property Rehabilitation District for thePeabody Project.

17. The Grantee shall expend up $800,000.00 of the Grant to remove blight. This structure is blighted as defined by Michigan Law, MCL 125.2652. The project activities are further described in Attachment B.

18. The Grantee shall expend up to $28,000.00 for administration.

19. The national objective compliance for the acquisition of real property must be based on the use of the property after the acquisition takes place. The initial determination is based on the planned use of the property, but the final determination is based on the actual use.

20. When property is acquired for the purpose of clearance to remove specific conditions of blight or physical decay, the clearance is considered to be the actual use of the property. Any subsequent use made of the property following clearance must comply with Section II(B)(9).

21. The Grantor may, in its sole discretion, after discussion with representatives of the Grantee, modify or reduce the total amount of grant assistance offered under this

Agreement or terminate this Agreement and demand full repayment of disbursed grant proceeds if the Grantee violates, fails, or refuses to comply with any term, condition, or provision of this Agreement.

22. The Grantee shall provide Program Progress Reports beginning January/July 15, 2018 and every six (6) months thereafter.

23. The Grantee shall provide a final Payment Request within 60 days of the expiration of the Term. Payment Requests received after this time will not be processed.

24. The Grantee shall provide a final Program Progress Report and all other required close out documents specified by the MSF within 120 days of the expiration of the Term.

25. The Grantee shall provide documentation that at least one public hearing was held after grant award and prior to formal grant closeout. Such documentation shall be provided prior to formal grant closeout.

26. During each of the Grantee's fiscal years in which a disbursement of the Grant is made under this Agreement, the Grantee shall file an Audit Report. This Audit Report must be prepared by an independent auditor, and be in compliance with the requirements of 2 CFR Part 200, or as required by the Grant Administrator. This Audit Report shall be filed with the Grant Administrator within 30 days after completion of the audit, but not later than nine months after the close of the Grantee's fiscal year.

27. Whenever possible, auditees shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in 2 CFR Part 200, as applicable.

28. A risk assessment has been completed for this project. Based on the assessment, it has been determined that no additional grant terms are required.

III. GENERAL TERMS AND CONDITIONS

1. Applicability to Sub Recipients and Contractors: Where performance of the grant project is carried out by any sub recipient or contractor of the Grantee, the provisions of the Grant Agreement shall be made binding on such sub recipient or contractor by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and sub recipient or contractor. Where the term "Grantee" appears in this Grant Agreement it shall be read to include any sub recipient or contractor of the Grantee.

   The ultimate legal responsibility for insuring compliance with requirements of the Grant Agreement is that of the Grantee designated in the Grant Offer.

2. Compliance by the Grantee: The Grantee shall comply with all applicable provisions of the following:
   a. "Statement of Assurances" as included in the Application.
   b. Compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended.
   c. Compliance with Title I of the Housing and Community Development Act of 1974, as amended (Fair Housing).

3. Maintenance of Records: The Grantee shall maintain records which will allow assessment of the extent of Grantee performance of the Scope of Work and which allow for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over, and accountability for, all funds received. Accounting records must be supported by source documentation such as time sheets and invoices.

4. Retention of Records: The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records until notified by the MSF.

5. Publicity: At the request and expense of the Grantor, the Grantee will cooperate with the Grantor to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

6. Applicability of Federal Regulations: In the event that federal laws, statutes, rules or regulations related to HUD or CDBG funding require a change to this Grant Agreement, this Grant Agreement shall be immediately interpreted, modified, applied and enforced consistent with those changes as though they were in the original Grant Agreement. Those changes shall be incorporated into this Grant Agreement in writing as soon as possible without unreasonable delay by any party.

7. Amendments. The Grantee must obtain prior written approval of the Grant Administrator for grant amendments as follows:

   a. changes of substance in the Scope of Work including new activities or alterations of existing approved activities;

b. extensions to the term of work performance for completion of project activities;

c. for Grants of less than $100,000.00, cumulative changes among approved CDBG funded budget items which exceed $5,000.00 or five (5) percent of the Grant, whichever is the lesser amount; and

d. for Grants of $100,000 or more, cumulative changes among approved CDBG funded budget items which exceed $10,000.00 or five (5) percent of the Grant, whichever is the lesser amount.

The amendment request must be submitted by an authorized local official of the Grantee.

8. Suspension of Grant: When the Grantee has failed to comply with the grant award stipulations, standards, or conditions, or in the event of an adverse material change as to the Peabody L.LC. William H. Dobbins and Karen K. Dobbins as provided in Section II(B)(15), the Grantor may, on reasonable notice to the Grantee, suspend the grant and withhold further payments, or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with these Terms and Conditions. The Grantor will allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet the provisions of 2 CFR Part 200.

9. Termination for Cause: The Grantor may terminate this grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant or in the event of an adverse material change as to the Peabody L.L.C. William H. Dobbins and Karen K. Dobbins as provided in Section II(B)(15). The Grantor will promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients, or recoveries by the Grantor, will be in accordance with the legal rights and liabilities of the parties.

10. Termination for Convenience: The Grantor or the Grantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of the Grant. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligation for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantor will allow full credit to the Grantee for the Grantor's share of the noncancelable obligations that were properly incurred by the Grantee prior to termination.

11. The MSF, the State of Michigan, its board and its employees shall not in any manner be liable for any loss or damage connected to or resulting from activities conducted under this Agreement; nor for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

12. The Grantee and political subdivisions, agencies, and instrumentalities thereof, when engaged in letting contracts or procuring products or services which involved funds obtained from the Grantor shall ensure that bid specifications, project agreements, other controlling documents, and any other local requirements do not:

    a. require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations on the same or related projects;

    b. discriminate against bidders, offerors, contractors or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations on the same or related construction projects; or

    c. require any bidder, offeror, contractor, or subcontractor to enter into, adhere to or enforce any agreement that requires its employees as a condition of employment to:

        i. become members of or become affiliated with a labor organization; or

        ii. pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration or grievance adjustment.

13. The MSF, the State of Michigan, its board and its employees shall not in any manner be liable for any loss or damage connected to or resulting from activities conducted under this Agreement; nor for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

14. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

The Peabody building, a commercial Italianate, three-story, flat-roofed, painted brick building, was built in 1852 and is located in historic downtown Albion at the intersection of Superior Street and Erie Street (400 S. Superior Street). It is one of the oldest buildings in downtown Albion. The redevelopment will feature 3,000 sq. ft. of white box commercial space on the first floor. The space will allow for 1 or 2 commercial clients. The second and third floors will have two - 2 bedroom/2 bathroom apartments on each floor for a total of 4 apartments. An elevator will be added as part of the redevelopment. Historical tax credits have been requested for the project. Total gut rehabilitation will occur that includes windows, floors, walls, electrical, mechanical and heating systems. Also, complete historical facade creation and the demolition of the back add on 2 story. The site improvements include parking lot.

Project Name:	Peabody Project
Grant Name / Source:	MEDC - MICH. STRATEGIC FUND / CDBG
Total Project Cost:	$1,769,572
Estimated Project Start Date:	1-Apr-17
Estimated Project Completion Date:	31-Aug-17
Is the City the Grant Awardee?:	YES or NO
Track Grant using:	Grant Code_____ / Dept # 248-693 / Not Tracked_____

	Current Yr. 2017	Next Yr. _____	Totals
REVENUE SOURCES:			
Federal Grant Dollars			-
State Grant Dollars	828,000.00		828,000.00
Local Grant Dollars			-
Donations / Contributions (non-grant)	941,572.00		941,572.00
Local Match(s) from City Dept's / Funds:			-
1) Dept/Fund_____			-
2) Dept/Fund_____			-
3) Dept/Fund_____			-
4) Dept/Fund_____			-
Total Revenue Sources (Should equal total project cost)	1,769,572.00	-	1,769,572.00
APPROPRIATIONS / EXPENSES:			
Architect / Engineering			-
Contractor / Conntractual - DEMOLITION	93,953.00		93,953.00
Other Appropriations:			-
1) Other Administration (Revitalize)	28,000.00		28,000.00
2) Other Site Improvements_____	20,492.00		20,492.00
3) Other Bldg Renovations	680,555.00		680,555.00
4) Other Lead & Abestos_____	5,000.00		5,000.00
Total Appropriations / Expenses (Should equal total project cost)	828,000.00	-	828,000.00
Net of Revenues over Expenses*	941,572.00	-	941,572.00

* *Balance is paid by private org - Peabody LLC*

Please Complete the Shaded Areas Above That Apply To This Grant.

FUTURE LAND USE AND ZONING PLAN (DRAFT)

City of Albion

Adopted by Albion Planning Commission: Adopted by Albion City Council:

INTRODUCTION

In 2016, the City of Albion, the Albion Planning Commission, and the Albion City Council rewrote the City's Comprehensive Plan under the guidance of consultant, Rosalyn Jones. The Comprehensive Plan was divided into two phases, the first being the goals and objectives of the city and the second being this plan, the Future Land Use and Zoning Plan. The first phase was finished in December of 2016 and the second phase was started in June of 2017. Throughout 2016, the City of Albion worked extensively to gather as much public input as possible on the goals and objectives of the comprehensive plans as well as future land use.

The intent of a Future Land Use and Zoning Plan is to give a graphic representation of how land *should* be used to best serve the public good in the coming years. Land use categories tend to be more general than zoning classifications. For example, all of the zoning classifications for residential properties (Albion has 5 separate zoning classifications for residential properties) would all fit under the future land use category of "residential."

The Michigan Zoning Enabling Act and the Michigan Planning Enabling Act

Albion is required by the State of Michigan to have Comprehensive Plan that is updated every 5 years. The Michigan Zoning Enabling Act requires in Sec. 203 (1) that zoning be based on a plan. The Michigan Planning Enabling Act outlines the purposes for which a comprehensive or master plan must be developed. The Comprehensive Plan must include a Future Land Use and Zoning Plan. Section 33 (2)(b) states, "For a local unit of government that has adopted a zoning ordinance, a zoning plan for various zoning districts controlling the height, area, bulk, location, and use of buildings and premises. The zoning plan shall include an explanation of how the land use categories on the future land use map relate to the districts on the zoning map."

Public Input

The City of Albion was responsible for gathering public input on the future land use plan and redevelopment sites for this document. This document reflects the desires of the nearly 150 residents that participated in the Community Visioning Celebration held on June 28th 2017. The City's public engagement efforts are directed by its Public Participation Statement which was adopted by the Planning Commission on August 15, 2017.

Zoning Ordinance Update

The City of Albion is in a unique position to rewrite its current zoning ordinance with technical assistance funding from the Michigan Economic Development Corporation. The "wish list" or outcomes for the zoning ordinance rewrite are described in more detail in the Zoning Plan section of this document on page (insert page number). The zoning rewrite will be done by a professional firm and will determine the specifics of the new zoning classifications. The City of Albion does not currently have the staffing capacity to do this coding work in-house. The City will issue an RFP in the fall of 2017 and from there, select a firm to rewrite the City's zoning ordinance based on what is outlined in this plan.

Updating the Future Land Use and Zoning Plan

This document shall be reviewed annually with the Comprehensive Plan by Planning Commission to track progress and make any necessary edits to the document. Given that the zoning ordinance will be rewritten within the next year, the Future Land Use and Zoning Plan should be revisited in 2018 and updated to reflect the new zoning classifications and zoning map. Revisiting this document in 2018 will be critical to shaping Albion's future land use with a zoning code that is much easier to use and understand for both professionals and laymen than the current code.

Existing Land Use Categories

Current Zoning Classifications

R-1 Single Family Residence District

This district is composed of low- to medium-density residential areas plus certain open areas where similar residential development should be encouraged. The regulations are intended to stabilize, protect and encourage the residential character of the district and prohibit all activities of a commercial nature. The R-1 district zoning is further subdivided into R-1A zones, R-1B zones, and R-1C zones. Such zones are based upon lot sizes, minimum square footage of dwelling structure, maximum height and minimum setbacks from parcel lines.

R-2 One- and Two-Family Residence District

This district is composed of certain medium-density areas representing a compatible co-mingling of one- and two-family dwellings, plus certain open areas where similar residential development appears likely to occur. The regulations are intended to stabilize and protect the essential characteristics of the district and to prohibit all activities of a commercial nature. The R-2 district zoning is further subdivided into R-2A and R-2B zones. Such zones are based upon lot sizes, minimum square footage of dwelling structure, maximum height and minimum setbacks from parcel lines.

R-3 Multiple-Family Residence and Office District

This district is composed of certain high density residential areas and within which are certain neighborhoods where rehabilitation for similar development should be encouraged. The regulations are designed to protect the essential characteristics of the district and encourage, insofar as compatible with the intensity of land use, a good environment for family life, composed predominantly of an adult population and to prohibit all activities of a commercial nature except certain enumerated and controlled "Home Occupations." The R-3 district zoning is further subdivided into R-3A, R-3B and R-3C zones. Such zones are based on lot sizes, minimum square footage of dwelling structure, maximum height and minimum setbacks from parcel lines.

R-4 Mobile Homes Residence District

The mobile home park district is intended to encourage the appropriate location and suitable development of mobile home parks. In keeping with the occupancy characteristics of contemporary mobile homes, this Division establishes density standards and permitted uses that reflect the basic needs of potential residents.

O-1 Transitional Office District

The O-1 Transitional Office District is established in order to buffer commercial and industrial zones from less intensive residential areas by allowing limited professional office and institutional uses in existing structures, when located on or near major streets.

B-1 Neighborhood Business District

This district is composed of certain land and structures used primarily to provide the retailing of commodities classed by merchants "convenience goods," such as groceries and drugs, and the

furnishing of certain personal services, such as beauty shops, barber shops, and "pick-up" stations for laundry or dry cleaning, thus satisfying the daily and weekly household or personal needs of abutting residential neighborhoods. This district is small, usually located at the intersection of two (2) streets or highways, and almost always entirely surrounded by residential districts.

B-2 Central Business District

The B-2 Central Business District is intended to provide for a variety of retail and office services which serve the needs of a consumer trade area. This district is characterized by intense pedestrian activity and a unified architectural scale. Existing apartment units and/or multiple-family residences are allowed on upper story floors, but are not allowed on the first floor or basement. Conversion of existing space on the second or third floors for the new residential use shall be subject to special use approval.

B-3 Highway Service Business District

This district is intended to provide for retail business and services in areas which abut federal and state highways, and major arterial streets designated as such on the "street plan" of the City of Albion of current adoption.

B-4 Central Fringe Business District

The B-4 Central Fringe Business District is designed to provide sites for more diversified business types which would often be incompatible with the pedestrian movement in the Central Business District. The intent is to provide services which are more dependent upon direct automobile access to establishments within this district, which are in close proximity to the pedestrian scale services of the Central Business District. Residential uses are permitted provided: The unit is a single family or two-family dwelling and used exclusively for that purpose, or the unit is secondary to a principle permitted use in the district and that permitted use is located on the main floor of the building.

M-1 Light Industrial District

This district is composed of certain land so situated as to be suitable for light industrial development, but where the modes of operations of the industry may directly affect nearby nonindustrial development. The regulations are so designed as to permit the normal operations of almost all light industries, subject only to those needed for their mutual protection and the equitable preservation of nearby nonindustrial uses of land.

M-1 (P) Light Industrial Park District

Light industrial parks shall conform to all the requirements of the light industrial district. The difference between M-1 and M-1-P primarily is that a great distance is required for setbacks in the M-1-P district.

M-2 Heavy Industrial District

This district is composed of certain land so situated as to be suitable for industrial development, but where the modes of operation of the industry may directly affect nearby nonindustrial development. The regulations are so designed as to permit the normal operations of almost all industries, subject only to those needed for their mutual protection and the equitable preservation of nearby nonindustrial uses of land.

M-2 (P) Heavy Industrial Park District

Heavy industrial parks shall permit all uses allowed in light industrial districts, light industrial parks and heavy industrial districts. Difference between M-2 and M-2-P primarily is that a great distance is required for setbacks in the M-2-P district.

CD Campus Development District

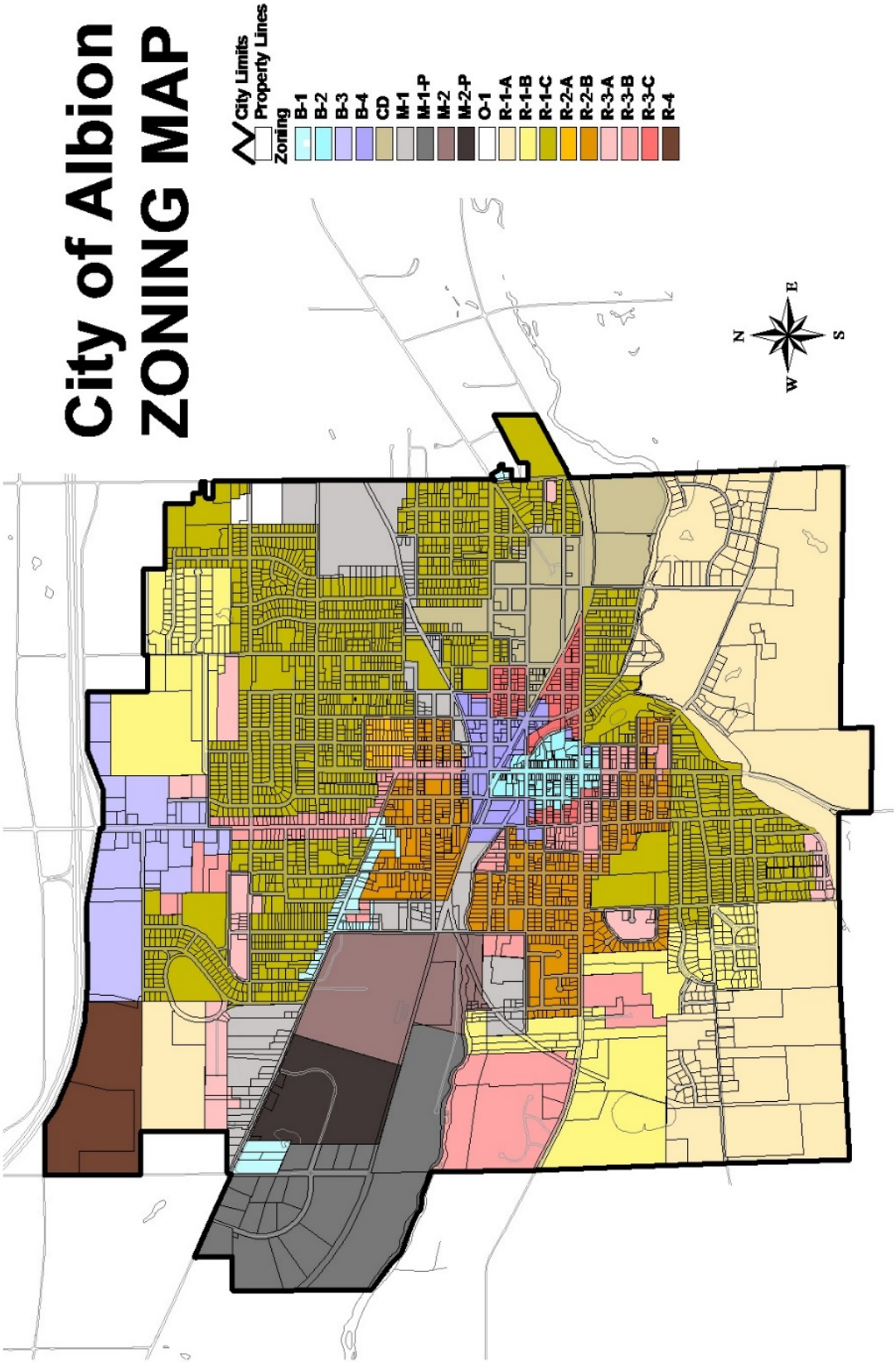
Campus development district is comprised of academic buildings, administrative buildings, student housing and athletic facilities. The Campus Development District encompasses a specific territory owned by Albion College and excludes other properties within the territory owned by others.

Zoning Plan

As mentioned in the introduction, the zoning ordinance will be rewritten and updated within the next year. The City will leverage funding from the MEDC to cover the cost of this project. Through workshops and recommendations from the City's previous consultant for the first phase of the Comprehensive Plan, a number of changes to the zoning have been identified. It has been recommended that Albion not pursue form-based code at this time. A few of the high priority areas include: parking management, "missing middle" housing designs, collapsing zoning classifications, and evaluating the possibility of an RFQ (Request for Quote) instead of an RFP (Request for Proposal) process. Other, more specific changes that need to be made to the zoning ordinance that have been identified so far include but are not limited to:

- **Format**
    - Generally cleaning up the language of the zoning ordinance
    - Adding graphics and diagrams
    - Using tables instead of lists to show uses allowed in each zoning district
    - Create a separate chapter for nonconformities and clean up the language describing nonconformities
- **Zoning Classifications**
    - Collapsing zoning districts into fewer categories
    - Create GIS zoning map to reflect new zoning classifications
    - Combine the specific use standards that are repeated in each zoning district (this will be made easier by collapsing the number of zoning districts)
- **Parking**
    - Allow for shared parking among businesses and include parking maximums instead of minimums for businesses
    - Bike parking standards
- **Commercial**
    - Allow for mixed use developments
    - Outdoor seating standards
- **Residential**
    - Increase residential opportunities by allowing for denser housing developments and "Missing Middle" housing and other "nontraditional" housing types
- Update language for Planned Unit Development Districts
- Landscaping and native plant regulations
- Determine if RFP and/or RFQ process is more suitable to the City's needs
- Removing and clarifying sign regulations to match the sign ordinance

Current Zoning Map



Zoning and the Future Land Use Plan

The Future Land Use Map is not a Zoning Map in its purpose or in a legal sense. A land use map is more general in nature but specifies which types of zoning will be allowed in each area. A zoning map is a visual representation of the boundaries for which zoning regulations have been adopted by the City of Albion. The Future Land Use Plan and Map is intended to guide the decisions of the Planning Commission and direct developments into the appropriate areas.

Future Land Use Categories

Albion is currently zoned under 19 different zoning classifications. For a city this size, it was recommended during the comprehensive planning process and by professionals at a Congress for New Urbanism Workshop that the zoning classifications be condensed. Condensing the zoning classifications would help to create for a more user-friendly zoning ordinance. The 5 main future land use categories that the new zoning classifications will fall under after the zoning update are:

Mixed Use District

"Mixed use" refers to a type of development that harmoniously places different types of uses close to one another. For example, a mixed use property in a downtown could have apartments on the upper floors while the ground floor is occupied by retail or commercial space. The blending of residential, commercial, cultural, industrial, and institutional uses should not create conflict but instead create for liveliness and foot traffic at all times of day and is useful for those that live and work in the area.

Albion residents, City staff, and elected and appointed officials have identified a few key areas that could benefit from mixed use zoning classifications. These key areas include: Eaton Street, Austin Avenue/West Michigan Avenue, Superior Street/M-99, and near these major corridors.

Residential District

The Residential District is established and maintained to accommodate and regulate dense residential properties where setbacks and other restrictions will help to promote safety and preserve quality of life for Albion's residents. Residential zoning classifications will specify the proper setbacks, size requirements, and regulations for all residential units. After the zoning rewrite, there will likely be 2 to 3 residential categories instead of the 9 that the City has now. Albion is in need of a diversified and improved housing stock to meet the needs of existing and future residents and improve the quality of life. Improving and simplifying the zoning for residential properties will help to spur development and reinvestment.

Missing Middle Housing

The "missing middle" housing mentioned in this plan refers to a category of housing that accommodates the needs of the "middle" of the housing market that would like to see denser, easier to maintain, urban residential developments. Missingmiddlehousing.com defines the "missing middle" as, "[…] a range of multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for walkable urban living." Missing middle housing can be very appealing to senior populations that want to "age in place," young urban professionals, couples without kids, and families that do not want large homes to

maintain. Albion is an ideal location for this missing middle housing. Concept drawings of missing middle housing can be found at www.missingmiddlehousing.com.

Commercial District

Commercial zoning classifications will specify the proper setbacks, build-to lines, and other regulations where the primary land use is for commercial activity. Specific commercial uses that cannot be included in the Mixed Use District will be outlined in the zoning rewrite such as commercial strip malls.

Manufacturing District

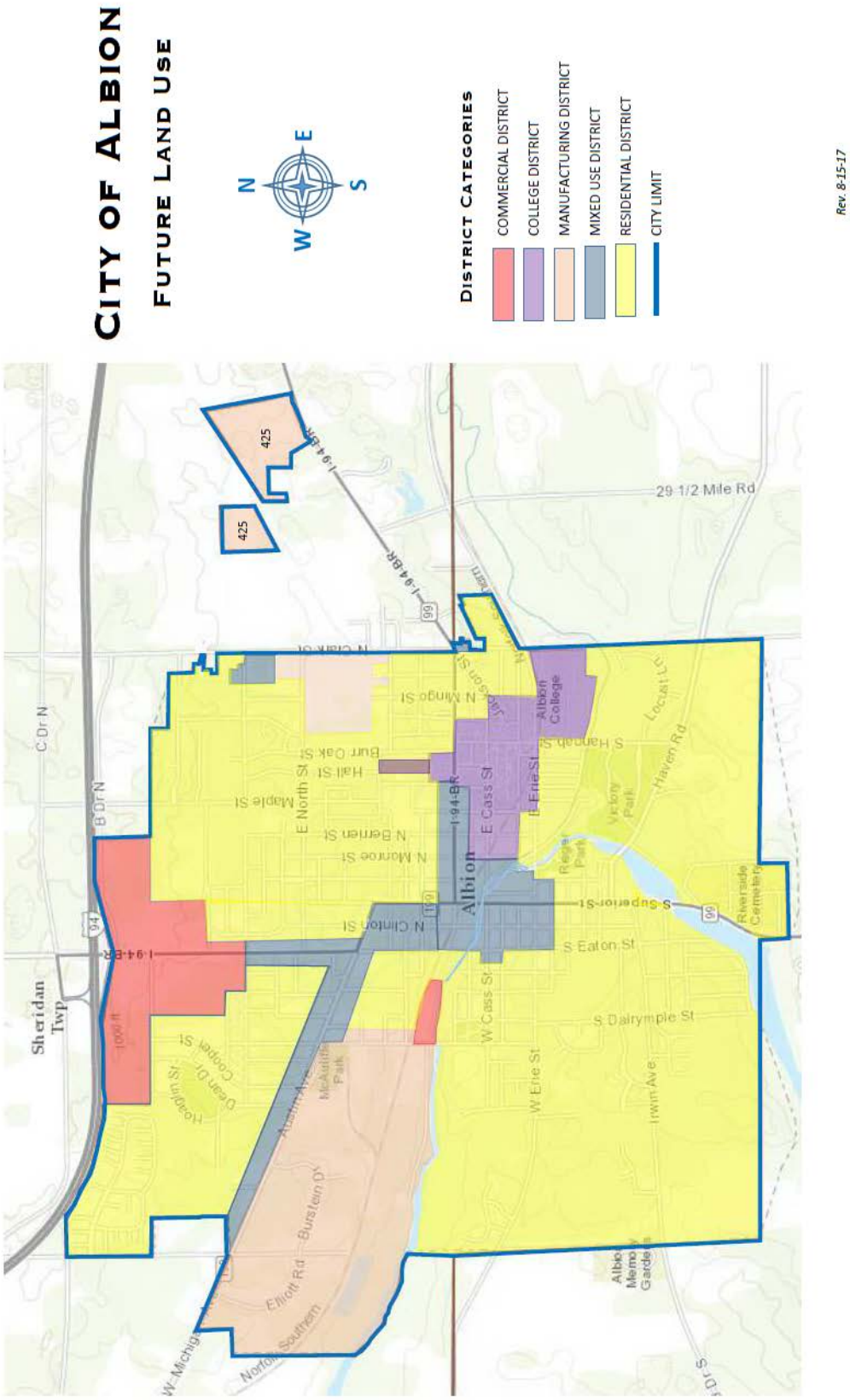
The Manufacturing District is established for industrial and compatible commercial development that may require larger parcels, larger setbacks, and buffers from other uses. This district is in the 425 Property, the Albion Industrial Park, and some of the surrounding areas. The zoning classifications for the zoning district will need to be rewritten and condensed so that they are clear and flexible. Currently in several cases, M-1-P and M-2-P setbacks are too large, severely restricting the size of new industrial development and expansion of existing industry and structures. The existing industrial/manufacturing classifications are very repetitive and text heavy. Given the relatively small amount of heavy industrial facilities in Albion, this zoning classification can be tightened up and if allowed, condensed from four to possibly two zoning categories.

College District

The College District is an existing zoning classification that denotes the properties that Albion College owns and allows for more uses within the district (such as student housing) and prohibits some other uses (such as heavy industrial). In the zoning ordinance update, this zoning classification will become an overlay district meaning that the district "lays over" the zoning classifications underneath. For example, a residential property may be owned by Albion College and this will be denoted by the College Overlay District while the residential zoning classification restrictions apply to that property. Some specific uses may be allowed under the College District that would not be allowed in others such as dormitory buildings.

Future Land Use Category	Corresponding Existing Zoning Classifications
Mixed Use District	B-2, B-4
Residential District	R-1 (R1A, R1B, R1C); R-2 (R2A, R2B); R-3 (R3A, R3C, R3B); R-4
Commercial District	B-1, B-3, O-1
Manufacturing District	M-1, M-1-P, M-2, M-2-P
College District	CD

Future Land Use Map



Development in Albion

Residential Development

Albion was ranked 16th best city in the state for first-time homebuyers. Albion has many large, affordable homes. At the same time, Albion has an inadequate housing stock for today's population. More people would like to see residences located closer to walkable urban areas, apartments, townhomes, duplexes, and barrier-free homes. Albion's aging housing stock can be expensive, time-consuming, and difficult to renovate. In the neighborhood between the Albion College campus and downtown, significant renovations are being made to college-owned houses and others are being demolished through the "Harrington Gift" – a donation from Albion College alum that is funding the project. Other areas of the city and county are having homes that are beyond repair demolished by the Calhoun County Land Bank Authority through a grant from the Michigan Homeowners Assistance Nonprofit Housing Corporation and the Michigan State Housing Development Authority.

Nearly every neighborhood in Albion has vacant, blighted, and demolished residential properties that could benefit from new housing developments and renovations to existing structures. Albion's brownfield sites that are located in neighborhoods such as the Dalrymple School property, Union Steel, and the Caldwell School property were all identified by residents as places where they would like to see new housing developments. With the zoning rewrite, the requirements for renovating or building new homes will be much clearer for homeowners and developers.

Utilities

Albion maintains its own wastewater treatment and water treatment facility. A Capital Improvements Plan was adopted on April 3, 2017 and is available on the City's website. Trash hauling services are provided by Granger. The local internet and cable provider is WOW! Cable. Electricity and gas are provided by Consumers Energy. The City is exploring the option of bringing fiber optic cable internet.

Commercial Development

Albion's downtown and Eaton Street Corridor are seeing investment and interest from developers and current business owners. Residents have expressed their demand for retail stores, restaurants, and other commercial developments along Eaton Street, Austin Avenue, and Superior Street. The City of Albion and the Albion Economic Development Corporation are working to better accommodate new commercial developments through streamlining their processes and meeting the requirements of the Redevelopment Ready Communities Program through the Michigan Economic Development Corporation. Through meeting this requirement, Albion's redevelopment ready sites will be marketed nationally through the MEDC so that Albion can see a quick but sustainable economic revitalization. Several new businesses have been opened in Albion's downtown and along the Eaton Street Corridor such as: O'Reilly's Auto Parts, Taco Bell, Label Shopper, Sterling Books and Brew, Brown's Home Furnishings, and others. The AEDC, the City of Albion, the DDA, and the Chamber of Commerce will work to retain these businesses and attract more to create vibrant and successful commercial nodes in Albion.

Mixed Use Development

Mixed use developments have been referred to as "recession proof" by professional planners. These properties tend to be easier to redevelop than most. Mixed use properties are most commonly recognized as buildings with both apartments and retail/commercial spaces inside them. They create for a sense of life and vibrancy by generating foot traffic at all times of day.

Albion is now accommodating more mixed use developments. The first building to be renovated is the "Dickerson Building" which is home to Sterling Books and Brew, the Barbell Club, and second-floor apartments. The "Peabody Project" secured a Community Development Block Grant (CBDG) from the MEDC in month 2017. This will also be a mixed use development in the Downtown Development District that will have apartments on the upper floors and commercial space on the ground floor.

Through the public input that was gathered, mixed use developments should be pursued along Eaton Street, Austin Avenue, and of course the downtown. This will help to strengthen, revitalize, and beautify these areas of Albion.

Industrial Development

Albion's Industrial Park which is maintained by the Albion Economic Development Corporation (AEDC), the City's lead economic development organization, is home to 30 businesses that range from plastic injection molding to bee keeping supplies. The AEDC works to retain and grow existing businesses, support new businesses and entrepreneurs, and attract new companies to the greater Albion area. The zoning update with clear and simplified language regarding manufacturing and industrial properties will be attractive to new businesses and hopefully incentivize existing businesses to improve and expand.

Recreational Development

The City's recreational development is guided by the Parks and Recreation Master Plan. The 2016 – 2020 Recreation Master Plan was adopted in the fall of 2015. It focuses on: maintenance and improvement of the current parks and recreation system; ensuring that there are sufficient recreational opportunities within walking distance of low-income neighborhoods; enhancing recreational opportunities associated with the Kalamazoo River and the parks along the rive and associated with the Albion Rive Trail; addressing access to and safety within the park system; and ensuring that all applicable policies and environments promote physical activity.

The intersection of three major state-wide and national trails – the Great Lake-to-Lake Trail, the Iron Belle Trail, and the North Country National Scenic Trail – is located in Albion's Victory Park. Construction on a DNR-funded project to expand Albion's River Trail and make upgrades to Victory Park began in summer 2017 to capitalize on this unique aspect of the City. The City will continue to leverage funding to become a "trail town" which will further promote physical activity and spark tourism.

Transportation

The 2017-2021 Comprehensive Plan defines the City's goal for transportation as improving Albion's transportation network to accommodate and promote various modes, including walking, biking, automobiles, passenger rail, and public transportation. Transportation within and outside of Albion is a challenge for those without personal vehicles, differently-abled persons, and those under the legal

driving age. Calhoun County is pursuing a study to implement a county-wide transportation system. In order to be a part of this system, Albion needs to find a solution for the short term that could connect within Albion to the potential future county-wide system.

Major Corridors

Albion has important gateways that lead into the community – the Downtown Commercial District, Michigan Avenue, Austin Avenue, M-99, and the I-94 Business Corridor/Eaton Street. Enhancing these gateways will require collaboration among the City's elected and appointed officials and community partners. Stabilizing these corridors by removing blight, rehabilitating existing buildings, redesigning/improving the streetscape, adding wayfinding signage, and adding attractive landscaping will help to improve access for walking and biking, draw business towards commercial nodes, and attract new residents and businesses.

Alternative Energy Sources

Albion hopes to foster the growth of new businesses by providing renewable and affordable energy sources. Through working with Consumers Energy and private developers, Albion could redevelop large brownfield sites with alternative energy sources such as solar or wind fields.