



## CITY OF ALBION PLANNING COMMISSION

### REGULAR MEETING

TUESDAY, MARCH 21, 2017

COUNCIL CHAMBERS

7:00 P.M.

## AGENDA

- I. Call To Order (Reminder: turn off cell phones)
- II. Roll Call of the Commission
- III. Approval of Prior Meeting Minutes –
  - A. February 22, 2017
  - B. March 14, 2017 Joint Study Session W/Council
- IV. Correspondence
- V. Public Hearing:
  - A. Albion Community Garden Application
  - B. 2017-2022 Capital Improvement Plan
- VI. Order of Business
  - A. Approve Application for Community Garden located at 1021 Jefferson St. /1019 Jefferson St. 1017 Jefferson St. /1013 Jefferson St. /1011 Jefferson St. /1009 Jefferson St. /Mallory St/Jefferson/1013.5 Jefferson St and 751 W. Broadwell St.
  - B. Discussion/Approve 2017-2022 Capital Improvement Plan
  - C. Review Comprehensive Plan
  - D. Excuse Absent Commissioners
- VII. Public Comments (Persons addressing the Planning Commission shall limit their comments to no more than three (3) minutes. Proper decorum is required.)

### VIII. Adjournment

PLANNING COMMISSION PUBLIC HEARING PROCESS	
1)	The Planning Commission Chair opens the hearing
2)	Chair summarized the process
3)	Staff presents report on applicant's request
4)	Chair reads any correspondence into the record
5)	Public speaking portion of hearing <ul style="list-style-type: none"><li>• Individuals in support</li><li>• Opposition speakers</li><li>• Questions &amp; rebuttal (directed through the Chair)</li><li>• Public speaking portion of hearing closed</li></ul>
6)	Finding of facts
7)	Board begins deliberations
8)	Motion is made
9)	Roll call vote taken

Planning Commission  
February 22, 2017

I. Call To Order

The February 22, 2017 Planning Commission meeting was called to order at 7:00 p.m. by Chairperson Strander and a quorum declared. Chair Strander welcomed new Commissioners Beckie Decker, Sharon Ponds and Lenn Reid.

II. Roll Call of the Commission

PRESENT: G. Brown (arrived at 7:15p.m.), B Decker, S Kipp, T Pitt, S Ponds, L Reid, G Strand, G Strander.

ABSENT: S Brown

Staff Present: S Mitchell, City Manager, J Domingo, City Clerk and J Tracy, Director Building, Planning & Code Enforcement

III. Approval of Prior Meeting Minutes-January 18, 2017

Pitt moved, Strand supported, CARRIED, to approve the January 18, 2017 Planning Commission minutes as presented. (Voice Vote)

IV. Correspondence-None

V. Public Hearing-Community Gardens Applications

Chair Strander opened the Public Hearing at 7:02 p.m.

John Tracy, Director of Building, Planning & Code Enforcement gave the following report on the Community Garden applications:

- ❖ The community garden ordinance allows for the following:
  - ❖ Sheds for storage
  - ❖ Hoop houses
  - ❖ Picnic tables
  - ❖ Requirements for trash receptacles
  - ❖ Allows for on-site water tanks or trailered water
  - ❖ No sale of food products grown
  - ❖ Allows for food or flowers
- ❖ Application has been signed by property owner giving permission
- ❖ Application has been signed by individual and/or representative of the Group or organization that will be responsible for community garden

- ❖ A sketch location of all existing and proposed structure has been provided.
- ❖ The proposed layout of garden plots, fencing, etc. sketch was attached however, **the temporary fence material type and height was not indicated.**
- ❖ The parking was identified for available areas on or near property.
- ❖ A sketch location of all existing and proposed structured was attached, however, the **square footage of shed was not indicated.**
- ❖ The watersource indicated was city water with rates and charges to apply.

City Manager Mitchell indicated the City cannot give away free water but she is willing to work with applicants to provide a flat rate service. A permit will be required for the water hook-up.

Mary Moore, Treasurer Community Gardens, stated several organizations are involved in this project and they would like to use as much space as they can for plants. Zoning ordinance 31-48 says the setback is 5' unless surrounded by vacant lots which in this case the properties are surrounded by vacant lots. She stated they would be willing to provide any additional information the Planning Commission needed. She stated they planned to use temporary 4' snow fencing and plan to have an 8'x10' shed.

John Tracy, Director Building, Code Enforcement & Planning stated that Ordinance #2011-01 states the setback shall be 5'. This would not apply if there are no other properties on the block.

Tim Krause, Executive Director Albion Community Foundation stated he supports the community gardens and also has provided seed money for the project. These gardens are typically located in areas where there is a need for food and need something on them.

The temporary fence material type and height and square footage of storage shed was not indicated for the application for 213 S. Albion and 618 N. Erie Street.

Chair Strander closed the Public Hearing at 7:25 p.m.

## VI. Order of Business

### A. Election of Officers (Chair, Vice Chair)

G Brown moved, T Pitt supported, CARRIED, to Nominate G Strander as Planning Commission Chair. (Voice Vote)

G Brown moved, S Kipp supported, CARRIED, to Nominate T Pitt as Planning Commission Vice Chair. (Voice Vote)

B. Approve Application for Community Garden located at 401 and 403 W. Center Street

Comments were received from Commissioner G Strand who asked if the Planning Commission were interrupting the 5' setback and would have no issue with approving if it would not cause a problem.

Commissioner L Reid stated the community gardens are a great idea and it also helps with mowing of vacant lots.

John Tracy, Director of Building, Planning & Code Enforcement stated some areas of the ordinance will need tweaking as we move along with the community gardens. The ordinance was written in 2011 and some changes will be to be made such as the setback for the garden itself.

City Manager Mitchell asked the Planning Commission to add the following provisions to the community garden application approval:

1. Subject to all current codes unless opinion provided by City Attorney or a change in codes
2. Contingent upon agreement of flat water rate service
3. Add City of Albion as additional insured on property's insurance

S Kipp moved, G Strand supported, to Approve Community Garden application located at 401 and 403 W. Center Street with the following additions:

1. Subject to all current codes unless opinion by City Attorney or change in codes
2. Contingent upon agreement of flat water rate service
3. Add City of Albion as additional insured on property's insurance policy

CARRIED. (Voice Vote)

C. Approve Application for Community Garden located at 213 S. Albion St. and 618 W. Erie Street

G Brown moved, L Reid supported, to Approve Community Garden application located at 213 S. Albion Street and 618 W. Erie Street with the following additions:

1. Subject to all current codes unless opinion by City Attorney or change in codes
2. Contingent upon agreement of flat water rate service
3. Add City of Albion as additional insured on property's insurance policy

CARRIED. (Voice Vote)

Comments were received from Mary Moore who stated she was unsure the City would be able to be added to the insurance policy due to no insurable interest in the property.

City Manager Mitchell stated the water infrastructure should apply as insurable interest in the property.

Chair G Strander asked Mary Moore to check with the insurance company and email him and let him know.

#### D. Update on Redevelopment Ready Community

Danielle Nelson, Special Projects Manager provided the following update on the Redevelopment Ready Community:

##### Quarterly Progress Report:

- Comprehensive Plan Phase I-Complete
  - ❖ To complete this task, need Phase II-Zoning Plan and future land use maps
- Added DDA Downtown Plan to website
- Budgeted for council training
- Next RRC Tasks
  - ❖ **Zoning Plan and future land use maps**-John Tracy, Caitlyn Berard, Amy Depez
  - ❖ **Capital Improvements Plan (CIP)**-Sheryl Mitchell, Stacey Levin, Danielle Nelson, EDC, City Dept. Heads, One Planning Commission Member, one-two City Council Members
  - ❖ **Community Engagement Statement**-Danielle Nelson
  - ❖ **Tracking method/feedback mechanism/community input for developments**-John Tracy, Amy Depez
  - ❖ **Guide to Development**-John Tracy, Amy Depez, Caitlyn Berard, Danielle Nelson

##### Other Plans:

###### Charrette

- ❖ Community design charrette-like an “open house” to display projects/plans and gather community input
- ❖ 2<sup>nd</sup> week of May-Michigan/Albion week
- ❖ Location-Ludington Center, Albion District Library and potentially others
- ❖ Time 4:00-7:00 p.m.
- ❖ Topics:
  - Dalrymple, Union Steel, Harvard site, other Land Bank sites (partner with Land Bank)

- Eaton Street Corridor-streetscaping, new/future businesses, homes, etc.
- Austin Avenue Corridor-streetscaping, new/future businesses, homes, etc.
- Bike Routes
- Downtown Plan
- Comprehensive Plan
- RRC
- Albion College Development/Plans
- Neighborhood Planning Councils
- Neighborhood Beautification
- Community Gardens (partner with Albion Community Gardens Group)
- ARC  
Albion Food Hub
- Economic Development
- Workforce Development/Michigan Works
- Others.....

#### E. Review Comprehensive Plan

City Manager Mitchell stated the current focus has been on the Redevelopment Ready Community Project. The City is applying for an I.C.E. grant which requires a capital improvement plan that is currently being worked on. The grant will provide funding from \$500,000 up to \$2 million dollars with a 10% match.

The project to be submitted will be Irwin Avenue Reconstruction which will provide complete street reconstruction along with water infrastructure. The grant is due April 7, 2017 and will require Planning Commission and Albion City Council approval. She would like to create a work group and asked for volunteers from the Planning Commission. T Pitt, G Strand and G Strander all volunteered to be a part of the work group. There will be a joint meeting of the Planning Commission and Albion City Council at 6:30 on March 14, 2017.

#### F. Excuse Absent Commissioners

T Pitt moved, S Kipp supported, CARRIED, to excuse Commissioner S Brown. (Voice Vote)

#### VII. Citizen Comments

John Geyer, 1010 S. Eaton St spoke on behalf of local landlords in Albion and stated there is a problem with the rental certification as a part of the RRC plan.

He stated the landlords would like to have some input before the certification is approved.

Chair G Strander stated this is not part of the approval of the Planning Commission but instead would be approved through the Albion City Council.

Additional comments were received from Commissioners G Strand and T Pitt; Danielle Nelson, Special Projects Manager; John Tracy, Director Building, Planning & Code Enforcement.

City Manager Mitchell introduced Caitlyn Berard who is interning with John Tracy on the new GIS project and also working with Danielle Nelson on the Redevelopment Ready Community.

#### VIII. Adjournment

T Pitt moved, G Brown supported, CARRIED, to adjourn the meeting. Meeting adjourned at 8:00 p.m.

Recorded By: Jill Domingo, City Clerk

Joint Study Session  
Planning Commission & Albion City Council  
March 14, 2017  
6:30 p.m.

I. Call To Order

Due to a lack of quorum, the March 14, 2017 Planning Commission meeting proceeded as a joint study session with the Albion City Council.

II. Roll Call of the Commission

PRESENT: G. Brown (arrived at 7:00p.m.), B Decker (arrived at 6:50 pm), S Kipp, T Pitt, L Reid (arrived at 6:50 pm), G Strand, G Strander.

ABSENT: S Brown and S. Ponds

Staff Present: Sheryl Mitchell, City Manager; Lauren Elster, City Attorney Associate; Stacey Levin, Assistant City Manager; Jill Domingo, City Clerk; Jim Lenardson, Director Public Services; Scott Kipp, Chief Public Safety; Harry Longon, Deputy Director Public Services and Danielle Nelson, Special Projects Manager.

III. Public Comments (Persons addressing the Planning Commission shall limit their comments to no more than three (3) minutes. (Proper decorum is required).

No comments were received.

IV. Order of Business:

A. Capital Improvement Plan

Danielle Nelson, Special Projects Manager updated the Council and Planning Commission on the Capital Improvement Plan with the following:

- The Capital Improvement Plan (C.I.P.) is a six (6) year plan designed to evaluate infrastructure projects
- The draft plan is listed by project start date
- The C.I.P. will include a one (1) page summary of each project
- The goals have been spread out over the six (6) year plan
- The goal for the meeting is to create a draft C.I.P. that will go to Planning Commission and Council for approval
- The project scoring and prioritization was completed by the Committee on Thursday, March 9<sup>th</sup> and Sunday, March 11<sup>th</sup>, 2017
- The committee consisted of representatives from the Council, Planning Commission, City Manager and Department Heads

- The scoring process was taken from the MEDC.
- The C.I.P. will be revisited each year to make changes. This is a “working document”.
- The C.I.P. is a project specific method.

- The draft C.I.P. is listed below:

Start Year	Project #	Project Title	Score (out of 160)	Total Cost	Cost to City	Funding Sources Avail.
2017	S-014	Water Main Replacement	145	\$5,316,725.00		Bond Issue State Drinking Water Rev Fund Balance USDA-RD Loan/Grant (ap underway)
2017	S-025	Street Restoration/Replacement	134	\$ 209,000.00		Act 51 Funds Local Millage Fund
2017	S-001	Hot Patcher	80	\$ 80,000.00	45% with USDA-RD Grant	USDA-RD local loan equipment pool fund bala Operating Revenues
2018	S-011	Waste Water Influent Screen	147	\$ 800,000.00	\$ 800,000.00	USDA-RD local loan Issue bond Operating Revenues
2018	S-023	Digester Building & Equipment Rehab	141	\$1,800,000.00	45% with USDA-RD Grant	USDA-RD Bond Operating Revenues
2018	S-026	Irwin Ave. Construction Project	138	\$2,230,000.00	\$223,000.00 with ICE Grant	ICE Grant Category F Local Street Millage
2018	S-003	Replace/Restore N. Albion St. Bridge	137	TBD	TBD	TBD
2018	S-016	Roof Replacement	133	\$ 120,000.00	45% with USDA-RD Grant	USDA-RD Grant/Loan Operating Revenues Issue Bond
2018	S-012	Roof Replacement at Water Treatment Facility	122	\$ 30,000.00	\$ 30,000.00	Water Fund Balance
2018	S-013	Street Dept. Roof Replacement	100	TBD	TBD	TBD

2018	S-005	Vactor Truck Purchase	89	\$ 350,000.00	45% with USDA-RD Grant	USDA-RD local loan equipment pool fund balance Operating Revenues
2018	S-020	City Hall Rehab	89	\$1,900,000.00		TBD
2018	S-008	Repair Seawall along Kalamazoo River	88	TBD	TBD	TBD
2018	S-022	Replace Roof - Cemetery Office	88	\$ 20,000.00		Cemetery Trust Fund Fund Balance
2018	S-002	Front-end Loader	82	\$ 250,000.00	45% with USDA-RD Grant	USDA-RD local loan equipment pool fund balance Operating Revenues
2018	S-010	Street Sweeper	69	\$ 275,000.00	45% with USDA-RD Grant	USDA-RD Local loan Equipment pool fund balance
2018	S-018	Purchase Asphalt Repair Truck	56	\$ 147,000.00	45% with USDA-RD Grant	USDA-RD Grant/Loan Local Loan Equipment Pool Fund Fund Balance Operating Revenues
2018	P-003	K-9 Police Cars	53	\$ 80,000.00	\$ 80,000.00	Operating Revenues
2019	S-027	Secondary Clarifier	135	\$ 800,000.00	45% with USDA-RD Grant	USDA-RD Bonding Operating Revenues
2019	S-029	Gravity Thickener	135	\$ 340,000.00	45% with USDA-RD Grant	USDA-RD State Revolving Fund Operating Revenues Bond Issue
2019	S-024	Filter Building and Equipment Repairs	133	\$ 640,000.00	45% with USDA-RD Grant	USDA-RD operating revenues issue bond
2019	S-009	WWTP Secondary Building Rehab	113	\$1,550,000.00	45% with USDA-RD Grant	USDA-RD Grant/Loan Operating Revenues Fund Balance

2019	S-015	Skating Pavilion - Victory Park	92	TBD	TBD	TBD
2019	S-007	Replace Dump Truck	80	\$ 250,000.00	45% with USDA-RD Grant	USDA-RD Local loan Fund Balance
2019	S-017	Backhoe Replacement	80	\$ 250,000.00	45% with USDA-RD Grant	USDA-RD Grant/Loan Local Loan Equipment Pool Fund Fund Balance Operating Revenues
2019	P-001	Motorola AX8000 Radios	72	\$ 160,000.00	\$ 8,000.00	Assistance to Fire Fighters Operating Revenues
2019	R-001	Albion River Trail Expansion II	65	\$ 340,000.00	Less than \$85,000	DNR Trust Fund (applying) Battle Creek Community (secured) Enbridge (applying) Firekeepers (applying) Major Streets Fund - Act
2020	S-028	Sludge Holding Tanks	135	\$ 160,000.00	45% with USDA-RD Grant	USDA-RD State Revolving Fund Bond Issue Operating Revenues Fund Balance
2020	S-021	Ferric Feed System Replacement	124	\$ 270,000.00	45% with USDA-RD Grant	USDA-RD State Revolving Fund Bond Issue
2020	S-006	Medium Priority Roof Replacement - WWTP	122	\$ 200,000.00	\$ 200,000.00	Bond Issue Fund Balance
2020	P-004	SCBA Pack Replacement	106	\$ 90,000.00	\$ 4,500.00	Assistance to Fire Fighters Operating Revenues
2020	S-004	Rieger Park Skating Shelter	74	TBD	TBD	TBD
2020	S-019	Purchase Used Bucket Truck	38	\$ 40,000.00	TBD	TBD
2021	P-002	Fire Engine	92	\$ 500,000.00	\$ 25,000.00	Grant General Fund Assistance to Fire Fighters Capital Project Fund
2022						

Comments/Questions from the Council and Planning Commission were:

- Can Albion Street be added to the restore North Albion Street bridge project
- The Holland Park committee is currently working with Senator Nofs office on the canoe/kayak dock and may be able to receive additional help with funding for N. Albion street repair.
- Would like to see restore North Albion Street bridge as a higher priority.
- Are street projects treated separately and if not, would like to see added to the list
- All street projects have not been identified at this time
- Is there a max number of grant dollars the City can apply for in a year
- The City receives \$290,000 each year for street restorations
- The water main replacement and hot patcher for 2017 are separate USDA grant applications
- We need to pursue items in the year we are applying for the grants
- Has funding been secured for the 2017 and 2018 projects listed
- Projects must be identified before grant funding can be secured
- One of the main components of the C.I.P. is to allow the City to apply for an I.C.E. grant which is \$2.23 million dollars with a 10% city match. This would be used for water/sewer; some curb/gutter and a total street reconstruction of Irwin Avenue
- Many of the wastewater projects were engineering suggestions from the S.A.W. grant
- The grant application for the water tower/water main s currently underway. Funds may not be received until 2018
- The C.I.P. draft was based on the MEDC model and infrastructure did receive higher scores
- The state's new taxing program will increase the amount of funds the City receives with a \$2 million dollar increase over the next six (6) years
- The water infrastructure needs to be completed in specific stages
- Albion College will be repaving the Ferguson parking lot which the City may be able to coordinate with the College to save funds on the cost of the asphalt

The consensus of the Council and Planning Commission is to maintain the current draft and add the following items:

Start Year	Project #	Project Title
2017	River Trail Part I	R-002
2017	Parking Lots	S-030
2018	Amtrak Platform Repair	S-032
2018	Fiber Optic	S-033
2019	Sidewalk Surrounding School	S-034 SR25
2021	Dam Removal/Repair	S-031

**\*\*\*\* 2017 Research needed for:**

Replace/Restore N. Albion St. Bridge S-003  
Roof Replacement S-016; S-012; S-013; S-022

\*\*\*\*Also add additional information on cover sheet.

City Manager Mitchell stated the Public Hearing for the Capital Improvement Plan will be:

Planning Commission -Tuesday, March 21, 2017 at 7:00 p.m. City Hall, 2<sup>nd</sup> Floor Council Chambers

Council -Monday, April 3, 2017 at 7:00 p.m. City Hall, 2<sup>nd</sup> Floor Council Chambers

Comments were received from Council Members Brown, French, Spicer and Reid; Mayor Brown; Commissioners Strander; Kipp; Decker and Strand; City Manager Mitchell; Assistant City Manager Levin; Public Services Director Lenardson and Special Projects Manager Nelson.

- V. Public Comments (Persons addressing the Planning Commission shall limit their comments to no more than three (3) minutes. (Proper decorum is required).

No comments were received.

- VI. Adjournment

No adjournment necessary due to a lack of a quorum to call the meeting.

Recorded By: Jill Domingo, City Clerk

**NOTICE OF PUBLIC HEARING BEFORE THE ALBION PLANNING  
COMMISSION TO REQUEST APPROVAL OF APPLICATION SUBMITTED  
FOR COMMUNITY GARDENS IN RESIDENTIAL DISTRICTS.**

**Tuesday, March 21 2017 at 7:00 P.M.  
City Hall – Council Chambers on Upper Level  
112 W. Cass Street, Albion, Michigan 49224**

Please take notice: The City of Albion Planning Commission will meet as noticed above to review and consider approval of application for Community Gardens as required under City of Albion Zoning Ordinance #2011-01, Sec. 30-500. Definition; Sec. 30-501. General Provisions, Community Gardens.

Applicant: Vision of Life Action Team

Case # 2017-007: Community Garden proposed to be located at:

1021 Jefferson St, Parcel # 13-51-010-574-00

1019 Jefferson St, Parcel # 13-51-010-575-00

1017 Jefferson St, Parcel # 13-51-010-576-00

1013 Jefferson St, Parcel # 13-51-010-579-00

1011 Jefferson St, Parcel # 13-51-010-580-00

1009 Jefferson St, Parcel # 13-51-010-581-00

Property of Record: Calhoun County Land Bank Authority Leased to Vision of Life Action Team

Mallory/Jefferson St, Parcel # 13-51-001-942-00

1013.5 Jefferson St, Parcel # 13-51-010-578-00

751 W. Broadwell St, Parcel # 13-51-001-943-00

Applicant request: approval for proposed Community Garden as submitted.

Property owner of record: Vision of Life Action Team.

To comply with the American Disabilities Act. (ADA), any citizen requiring accommodations to attend this meeting/function, and or obtain this notice in alternative formats, please contact the City Manager's office at (517) 629-5535 at least five (5) business days prior to the meeting/function. Copies of information on the proposed community gardens are available in the City Manager's office Monday-Friday from 8:00 a.m. to 5:00 p.m.... Written comments or suggestions regarding this matter are also welcome and should be directed to the City Clerk's office at City Hall, by no later than 5:00 P.M., on March 21, 2017.

**City of Albion**  
**NOTICE OF PUBLIC HEARING ON THE PROPOSED**  
**2017-2022 CAPITAL IMPROVEMENT PLAN**

City of Albion Planning Commission will conduct a public hearing at their regularly scheduled meeting on March 21, 2017 at 7:00 p.m. at City of Albion, City Hall, 2<sup>nd</sup> Floor Council Chambers, 112 W. Cass Street, Albion, MI 49224 for the proposed 2017-2022 City of Albion Capital Improvement Plan.

Copies of the project proposal are available for inspection by the public during regular business hours (8:00 am to 5:00 pm, Monday through Friday) in the City Clerk's office, 112 West Cass Street, Albion, Michigan and online at [www.cityofalbionmi.gov](http://www.cityofalbionmi.gov).

City of Albion  
Jill Domingo, City Clerk  
517-629-7864



**City of Albion**  
**Planning Department**  
**112 W. Cass Street**  
**Albion, Michigan 49224**  
**Office: (517) 629-7189**

**Planning Commission**

March 21<sup>st</sup>, 2017

**Case#:** 2017-007

**Location and Parcel #:**

Following list of record property owner: Calhoun County Land Bank Authority

1021 Jefferson St, Parcel # 13-51-010-574-00

1019 Jefferson St, Parcel #13-51-010-575-00

1017 Jefferson St, Parcel #13-51-010-576-00

1013 Jefferson St, Parcel #13-51-010-579-00

1011 Jefferson St, Parcel #13-51-010-580-00

1009 Jefferson St, Parcel #13-51-010-581-00

Following list of record property owner: Vision of Life Action Team

Mallory/Jefferson, Parcel #13-51-001-942-00

1013.5 Jefferson St, Parcel #13-51-010-578-00

751 W. Broadwell St, Parcel #13-51-001-943-00

**Zoned:** R-1-C One-Family Residence District

**Property Owner Record:** Calhoun County Land Bank Authority; Vision of Life Action Team

**Responsible Party/Organization:** Vision of Life Action Team

**Contact Person:** Vera Simpson/Mary M. Moore

**Zoning Ordinance; Chapter 30, Sec. 30-501 (Copy attached)**

**Required to be submitted with application.**

- Application shall be signed by property owner giving permission.  
✓ *signed*
- Application shall be signed by individual and/or representative of the group or organization that will be responsible for community garden.  
✓ *signed*
- A sketch location of all existing and proposed structure.  
✓ *Sketch attached*
  - *Refer below to City of Section 30-149 lot area, yard and height requirements*
  - *Sq. ft. of shed not indicated (300 sq. max.)*
- Proposed layout of garden plots, fencing, etc...  
✓ *Proposed layout attached*
  - *Temporary fence material type and height not indicated*
- Identify available parking areas on or near property.  
✓ *Parking identified*

- Identify source of water that will be used for irrigation.
  - ✓ *Water Source indicated (City water). Note: See Chapter 86, Division 4. – Rates and charges*

City of Albion Zoning Ordinance

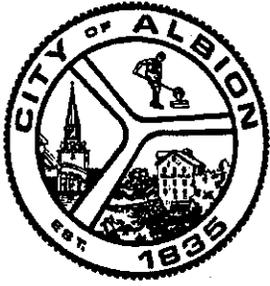
Section 30-149 lot area, yard and height requirements.

R-1-C

Minimum required setback:

Front, feet	25
One side, feet	6
Both sides, feet	16
Rear, feet	25

\*City of Albion Zoning Ordinance, Page 48 of 1874



**City of Albion**  
**Planning Department**  
112 W. Cass Street  
Albion, Michigan 49224  
Office: (517) 629-7189

**NOTICE OF PUBLIC HEARING BEFORE THE ALBION PLANNING  
COMMISSION TO REQUEST APPROVAL OF APPLICATION SUBMITTED  
FOR COMMUNITY GARDENS IN RESIDENTIAL DISTRICTS.**

**Tuesday, March 21<sup>st</sup>, 2017 at 7:00 P.M.**  
**City Hall – Council Chambers on Upper Level**  
**112 W. Cass Street, Albion, Michigan 49224**

Please take notice: The City of Albion Planning Commission will meet as noticed above to review and consider approval of application for Community Gardens as required under City of Albion Zoning Ordinance #2011-01, Sec. 30-500. Definition; Sec. 30-501. General Provisions, Community Gardens.

Applicant: Vision of Life Action Team

Case # 2017-007: Community Garden proposed to be located at:

Following list of record property owner: Calhoun County Land Bank Authority

1021 Jefferson St, Parcel # 13-51-010-574-00

1019 Jefferson St, Parcel #13-51-010-575-00

1017 Jefferson St, Parcel #13-51-010-576-00

1013 Jefferson St, Parcel #13-51-010-579-00

1011 Jefferson St, Parcel #13-51-010-580-00

1009 Jefferson St, Parcel #13-51-010-581-00

Following list of record property owner: Vision of Life Action Team

Mallory/Jefferson, Parcel #13-51-001-942-00

1013.5 Jefferson St, Parcel #13-51-010-578-00

751 W. Broadwell St, Parcel #13-51-001-943-00

Applicant request: approval for proposed Community Garden as submitted.

Property owner of record: Calhoun County Land Bank Authority; Vision of Life Action Team.

All Concerned citizens are encourage to be present at this meeting to express their opinions on this matter, as public input is an important element in the Board's deliberations.

To comply with the American Disabilities Act. (ADA), any citizen requiring accommodations to attend this meeting/function, and or obtain this notice in alternative formats, please contact the City Manager's office at (517) 629-5535 at least five (5) business days prior to the meeting/function. Copies of information on the proposed community gardens are available in the City Manager's office Monday-Friday from 8:00 a.m. to 5:00 p.m.... Written comments or suggestions regarding this matter are also welcome and should be directed to the City Clerk's office at City Hall, by no later than 5:00 P.M., on March 21<sup>st</sup>, 2017.

John Tracy  
Director of Planning, Building, Code Enforcement





City of Albion  
112 W. Cass Street  
Albion, Michigan 49224  
(517) 629-5535

## APPLICATION FOR COMMUNITY GARDEN

Application # \_\_\_\_\_

### Section A

Name of Property Owner(s): Calhoun County Land Bank Authority  
Property Address: See Attachment  
Parcel Number: See Attachment Zoned: R1C  
Owner's Address (if different): 315 W. Green Street, Marshall, MI 49068  
Owner's Telephone Number: 269-781-0859

### Section B

Responsible Party / Organization: Vision of Life Action Team  
Address: 801 West Broadwell Street, Albion, MI 49224  
Contact Person: Vera Simpson / Mary M. Moore  
Telephone Number: 517-629-9455  
E-Mail Address: \_\_\_\_\_

### Section C

1. Include a sketch plan showing the property location and size with dimensions.
2. Show location of all existing and proposed structures.
3. Show proposed layout of garden plots, fencing, etc.
4. Identify available parking areas on or near property.
5. Identify source of water that will be used for irrigation.

### Responsible Party

I hereby request approval for use of the above identified property for a Community Garden. I agree to comply with all of the requirements of the City of Albion's Community Garden Ordinance.

Print Name: Vera B. Simpson

Signature: Vera B. Simpson

Date: \_\_\_\_\_

**Property Owner**

I hereby grant approval for the above Responsible Party to use my property for a Community Garden in compliance with all the requirements of the City of Albion's Community Garden Ordinance (Ordinance #2011-01). I understand that when the Responsible Party no longer wishes to operate the Community Garden that they are to bring the property back into compliance with the City's noxious weed, grass and brush ordinance. I also understand that if the Responsible Party (after written notification to the Responsible Party and the Property Owner) fails to correct the deficiency then the City Manager shall take action to correct the deficiency and all costs associated with this action shall be charged against the property by the Council as though an ad valorem tax.

Print Name: Krista Trout Edwards, Executive Director

Signature: *Krista Trout Edwards*

Date: 1/30/17

**OFFICE USE ONLY**

Application received by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved     Denied

Albion Planning Commission: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

Approved     Denied

Albion City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment to Vision of Life Action Team Application for Community Garden

Leased

- 1021 Jefferson Street/#13-51-010-574-00 ✓
- 1019 Jefferson Street/#13-51-010-575-00 ✓
- 1017 Jefferson Street/#13-51-010-576-00 ✓
- 1013 Jefferson Street/#13-51-010-579-00 ✓
- 1011 Jefferson Street/#13-51-010-580-00 ✓
- 1009 Jefferson Street/#13-51-010-581-00 ✓

Owned

- Mallory/Jefferson/#13-51-001-942-00 ✓
- 1013.5 Jefferson St/#13-51-010-578-00 ✓
- 751 W. Broadwell St/#13-51-001-943-00 ✓

## **Supplement to Application for Community Garden**

### **Water**

With regard to the source of water that we plan to use for irrigation of our proposed Community Garden, we have been in contact with the Albion Water Department and have been advised that since there were houses formerly located on these parcels there are water line to the lots. We would like to request the installation of 2 frost free hydrants that can be locked just like the one located on the Northwest corner of Michigan Avenue and Monroe Street. This lot, according to the City records, is also owned by the Calhoun County Land Bank Authority. If necessary, Albion Community Gardens, Inc. will pay for the installation of these hydrant. Mr. John Tracy advised us at one of our meetings that this request must go to the Planning Commission. If we must make this request to another branch of the City government it would be greatly appreciated if you could so advise.

If we are not able to secure such hydrants, we will have to purchase water storage tanks that meet the size requirements contained in the zoning ordinance and store water at the site.

### **Parking**

There is ample on street parking on the west side of Jefferson.

## LAND LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this 30<sup>th</sup> day of January, 2017, and to become effective on March 1, 2017, by and between **Calhoun County Land Bank Authority**, 315 West Green Street, Marshall, MI 49068 (hereinafter called "Lessor"), **Vision of Life Action Team**, a Michigan Not For Profit Corporation, 801 West Broadwell Street, Albion, MI 49224 (hereinafter called "Lessee").

Whereas, Vision of Life Action Team, as Lessee, desires to lease the property described herein for the creation of an urban garden;

Whereas, Lessee's lease of the project will support neighborhood stabilization and community outreach, and urban gardening is a means to achieve these objectives;

Whereas, Lessee's project is anticipated to reutilize vacant residential parcels and enhance neighborhood relations as well as access to affordable produce within City of Albion;

Whereas, Lessee is a not for profit organization that intends to operate and maintain the property for the benefit of City of Albion and Calhoun County residents

NOW THEREFORE, Lessor and Lessee contract and agree as follows:

1. Lessor hereby leases to Lessee the following land located in the City of Albion, County of Calhoun (collectively "the Property"):

**Parcel #1:** Identified as: **#51-010-574-00** and commonly known as 1021 Jefferson Street  
Described as: ALBION CITY, SCHUMACHER ADDITION LOT 74. (1021 JEFFERSON ST.)

**Parcel #2:** Identified as: **#51-010-575-00** and commonly known as 1019 Jefferson Street  
Described as: ALBION CITY, SCHUMACHER ADDITION LOT 75.

**Parcel #3:** Identified as: **#51-010-576-00** and commonly known as 1017 Jefferson Street  
Described as: ALBION CITY, SCHUMACHER ADDITION LOT 76. (1017 JEFFERSON ST.)

**Parcel #4:** Identified as: **#51-010-579-00** and commonly known as 1013 Jefferson Street  
Described as: ALBION CITY, SCHUMACHER ADDITION LOT 79. (1013 JEFFERSON ST)

**Parcel #5:** Identified as: **#51-010-580-00** and commonly known as 1011 Jefferson Street  
Described as: ALBION CITY, SCHUMACHER ADDITION LOT 80.

**Parcel #6:** Identified as: **#51-010-581-00** and commonly known as 1009 Jefferson Street  
Described as: ALBION CITY, SCHUMACHER ADDITION LOT 81. (1009 JEFFERSON)

2. The term of this lease shall be for a term of three years, commencing on March 1, 2017, and expiring at midnight on March 1, 2020, unless extended as provided for herein.

3. During the term, Lessee shall pay to Lessor, as rental, the sum of One Dollar (\$1.00) per parcel, per year, in advance, on or before March 1<sup>st</sup> of each year. Payments will be due on or before the following dates March 1, 2017 (initial payment), March 1, 2018, and March 1, 2019 respectively.

4. The Property may be used for community urban garden purposes only subject to the regulations of the City of Albion and the usage rules established by Lessee. Lessee shall provide documentation of the City of Albion's approval of the *Community Garden Application* submitted by Lessee. If not already submitted, Lessee also shall provide evidence of its not-for-profit status with the Internal Revenue Service. From time to time, Lessee shall, upon request of Lessor, provide Lessor with examples of its outreach materials, plans, and related materials evidencing the public and beneficial purpose for which it is using the Property.

5. The Lessor shall pay all real estate taxes, if any, assessed against the Property. Lessee shall pay all taxes assessed against all personal property located on the Property and shall also pay all privilege, excise and other taxes duly assessed. Lessee shall pay said taxes when due as to prevent the assessment of any late fees or penalties.

6. Lessee shall pay for all water, electricity, and other utilities used on the Property. Lessee shall pay any costs associated with connecting any such utilities that may be used by Lessee.

7. Lessee shall be responsible for all maintenance of any improvements on the Property. With the prior written consent of Lessor, Lessee shall have the right to construct improvements on the Property, subject to applicable regulations of the City of Albion. At the end of the lease, any such improvements shall become the property of the Lessor.

8. Lessee will keep the Property in a clean and wholesome condition and will comply at all times with all lawful City of Albion municipal health, zoning, and police regulations.

9. Lessee shall maintain a general liability policy covering the Property in effect during the term of the lease and list Lessor as a named insured. Lessee shall provide a copy of the policy to Lessor at the beginning of each lease term. Lessee shall maintain any insurance necessary to cover any loss in regard to any personal property that is or may be located on the Property. Lessor shall have no responsibility during the term of the lease for any damage or loss to the Property or any improvements on the Property, all of which shall be the sole responsibility of the Lessee.

10. Lessor and Lessee acknowledge that one or more residential structures were previously located on the Property and that it/they were demolished. Lessor and Lessee acknowledge that Lessee has had the opportunity to inspect the Property and that the Property is being leased to Lessee in its "as is" condition. Lessor and Lessee agree and understand that Property shall be used only for the purposes set forth herein. Lessor shall have no liability for any environmental condition of any type that may exist relative to the Property on the commencement date of this Lease and, if Lessee shall discover any such environmental condition, its sole remedy shall be to terminate this lease. Lessee hereby agrees that it will not allow, and will not allow any sub-lessee, to use, store, or dispose of any hazardous substances, as defined by local state, or federal law, on the Property during the term of the lease. Lessee further agrees to hold Lessor harmless for any cost or expense incurred by Lessor, including reasonable attorney fees, in regard to any environmental condition that may be created on Property during the term of the lease as a result of a breach by Lessee of this provision. Lessee shall not be responsible for any environmental conditions caused at any time during the term of the lease by any third party.

11. Lessee may, at Lessee's sole cost, install any fences, utilities, non-permanent structures or landscaping, gardening materials, walkways or hardscapes on Property that comply with City of Albion ordinances for such improvements. Lessee acknowledges and agrees that any such improvements shall become part of the real estate upon expiration of this agreement and shall remain with the Property at the

termination of the lease. Lessee may also, at its own expense, remove trees approved in writing by the CCLBA, as well as brush and other debris as needed to prepare the parcels for planting and to maintain the sites.

12. If the Lessee shall default in the payment of the rent, or any part thereof or any other sums due under the terms hereof, when due as herein provided, or in any of the other covenants, agreements, conditions, or undertakings herein contained, and such default shall continue for thirty days after notice thereof in writing to Lessee, or if (a) any proceeding under the bankruptcy act of the United States is begun by or against the Lessee, an order of adjunction, or approving the petition, be entered in such proceedings, or (b) a receiver or trustee is appointed for substantially all of the Lessee's business or assets, or (c) if Lessee shall make an assignment for the benefit of creditors, or (d) if Lessee shall vacate or abandon the Property, then, and in any such event, it shall be lawful for the Lessor, at its election, to declare the term hereof ended and to re-enter the Property, and to repossess and enjoy the said premises and any buildings and improvements situated thereon without such a re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this agreement. If any default shall be made in any covenant, agreement, condition, or undertaking, which cannot with due diligence be cured within a period of 30 days, and if notice thereof, in writing shall have been given to the Lessee, and if the Lessee, prior to the expiration of 30 days from and after the giving of such notice, shall commence to satisfy the cause of such default and shall proceed diligently and with reasonable dispatch to take all steps and do all work required to cure such default, then the Lessor shall not have the right to declare said term ended by reason such default; provided, however, that the curing of any default in such manner shall not be constructed to limit or restrict the right of Lessor to declare the said term ended and enforce all of its rights and remedies hereunder for any other default not so cured.

The foregoing provision for the termination of this lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Lessor for breach of any of said covenants, or for the recovery of said rent for the full term, and in the event of the termination or default in any of the terms of this lease as foresaid.

13. During the term of this lease or any extension thereof, Lessee may, with the written approval of Lessor which shall not be unreasonably withheld, assign this lease to a duly formed non-profit corporation which shall thereupon be responsible for the terms and conditions contained herein.

14. Any modifications to this agreement must be made in writing and agreed to by all parties.

15. Lessor grants Lessee an exclusive option to purchase the Property on the terms and conditions described at Exhibit A attached hereto.

WITNESS the signatures of the parties, this the 30<sup>th</sup> day of January, 2017.

LESSOR:

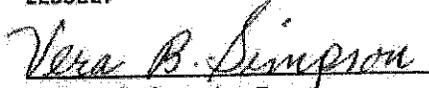


Calhoun County Land Bank Authority

By: Krista Trout-Edwards

Its: Executive Director

LESSEE:



Vision of Life Action Team

By: Vera B. Simpson

Its: President

## Exhibit A

### OPTION TO PURCHASE

For purposes of this Option to Purchase, Lessor is referred to herein as "Owner" and Lessee is referred to herein as "Buyer".

1. **Term of Option.** Buyer shall have the option to purchase the Property, which may be exercisable from the commencement date of the Lease and until Lease termination, subject only to limitations on its exercise as specified in this Agreement. So long as Buyer shall not have been at any time in substantial breach of the Lease between the Parties, Buyer may exercise the option by giving Owner written notice of its election to exercise it.

2. **Complete Exercise.** Buyer may not purchase less than all of the Property pursuant to this Agreement.

3. **Purchase Price.** If the option is exercised, the purchase price for the Property will be **One Hundred dollars and 00/100 (\$100.00) per parcel plus recording fees. Should the Buyer elect to get title insurance, the purchase price will also include title insurance and closing costs, in addition to the purchase price and the recording fees previously mentioned. Closing costs shall include title insurance and any required fees from the title agency.** The purchase price for the Property will be paid in full at closing in immediately available funds. The purchase price for the option (distinct from the purchase price for the Property) is \$1.00. The purchase price for the option shall be paid in full at the time this Agreement is fully executed. The purchase price for the option is nonrefundable if the option is not exercised. If the option is exercised, the purchase price for the option will be credited toward the purchase price of the Property.

4. **Title.** Any conveyance given pursuant to this Agreement shall be by quit claim deed unless a warranty deed and title insurance is requested in writing. However, if requested in writing by Buyer, Owner will furnish Buyer with good and marketable title to the Property, at Buyer's expense, when the option is exercised by the Buyer. Any deed shall be subject to easements and building and use restrictions of record; and further subject to liens or encumbrances arising after March 1, 2017, that being the date Buyer took possession of the Property pursuant to the Lease, unless such lien or encumbrance shall have arisen through an act or omission of Owner ("Permitted Exceptions").

If title is requested then Owner shall provide Buyer, at Buyer's expense, with a title commitment for an owner's policy of title insurance within twenty (20) days after Buyer exercises the option. The title commitment shall show good and marketable title to be in Owner's name and shall be in the amount of the purchase price for the Property and subject to the Permitted Exceptions. Buyer shall have ten (10) days after receipt of the title commitment to notify Owner in writing of Buyer's disapproval of any exceptions shown on the title commitment not including the Permitted Exceptions ("Disapproved Exceptions"). Owner will have thirty (30) days from the date of receipt of any notice of disapproval to cause the Disapproved Exceptions to be removed from the title commitment or cause the title insurer to commit to insure against loss or damage that may be occasioned by the Disapproved Exceptions, during which time the closing will be delayed as necessary. If Owner is unwilling or unable to modify, remove or obtain a commitment for title insurance over the Disapproved Exceptions within such period, Buyer will notify Owner within five (5) days from the expiration of such thirty (30) day period whether Buyer will either: (i) proceed to closing and take title to the Property subject to the Disapproved Exceptions, in which case the Disapproved Exceptions will be deemed to have been waived by Buyer, or (ii) terminate its exercise of its option to purchase the Property. The closing will be delayed as necessary to permit the completion of all time periods provided for under this paragraph. Upon conveyance of title to Buyer on the closing, Owner shall purchase a policy of title insurance to be issued pursuant to the title commitment, insuring Buyer's fee simple absolute title in the Property in the amount of the Purchase Price, which policy of title insurance shall not contain any exceptions other than those shown on the title commitment and not objected to by Buyer as Disapproved Exceptions.

If a title commitment is not obtainable through a traditional title agency, Buyer may also request, in writing, that Seller commence a quiet title action with regard to the Property and obtain an order confirming title with Seller. Buyer will bear all fees and costs associated with such a proceeding; costs shall include court filing fees, Lessor's attorney fees for processing the quiet title action, and any other miscellaneous fees and expenses related to completing the quiet title action.

5. **Due Diligence.** After exercising the option, Buyer shall have thirty (30) days to conduct due diligence at its sole cost and expense. This includes, but is not limited to, surveys, building inspections and a phase I environmental site assessment. Because Buyer shall have been in possession of the Property prior to the closing, Buyer shall not perform any additional environmental testing on the Property prior to closing without Owner's prior written consent. If Buyer finds anything unacceptable during the thirty (30) day due diligence period, Buyer will either: (i) elect to proceed to closing and take the Property "AS IS" or (ii) terminate its exercise of its option to purchase the Property.

6. **Real estate taxes.** There shall be no proration of real estate taxes at closing as the Property is currently tax exempt. Buyer shall be responsible for all real estate taxes and special assessments after closing.

7. **Closing.** The sale shall be closed within ten (10) business days after all the documents are prepared, but in no event later than forty five (45) days after the notice exercising the Option. Owner shall prepare the warranty deed to be given at the closing to complete the sale. Buyer shall be responsible for paying any fee charged by the title company to conduct the closing as well as the fee to record the warranty deed and to obtain tax clearance for the warranty deed. Buyer shall also be responsible for any fees for conducting its due diligence. The closing shall take place at the offices of the title company providing the title commitment or at the Owner's office. At closing, Owner and Buyer shall deliver to each other such documents or instruments reasonably required to consummate the transaction contemplated herein. Any rent being paid by Buyer pursuant to the Lease shall be prorated to the closing date.

8. **Default.** If Buyer defaults, Owner may pursue any and all legal remedies available at law or in equity, or may cancel the Agreement and keep the Buyer's option payment as liquidated damages. If Owner defaults, Buyer may specifically enforce this Agreement or may pursue any and all legal remedies available at law or in equity.

9. **Termination of Option Period.** If Buyer does not exercise the option before the expiration date of the option period, the option shall expire of its own accord. If Buyer's tenancy is terminated prior to the expiration of the option period, the option will be deemed canceled, as of the date of termination.

10. **Exercise of Option.** Prior to expiration or cancellation of the option, Buyer may exercise this option by giving Owner written notice, signed by Buyer and delivered personally or by certified mail. Notice shall be given at Owner's address set forth above or at any subsequent address that Owner may provide to Buyer in writing. Notices sent by certified mail are deemed received when signed for by the receiving party. Notices personally delivered are deemed received upon personal delivery. Upon exercising the option, Buyer agrees to accept the Property in "as is/where is" condition.

11. **Assignment and Binding Effect.** This Agreement is not assignable without written consent of the Owner. This Agreement shall inure to the benefit of and be binding on the Parties to this Agreement and their heirs, legal representatives, successors, and permitted assigns.

12. **Effective Date.** This Agreement shall be effective on the last date a party to this Agreement signs it.

13. **Right of First Refusal.** The conveyance of the Property by Owner to Buyer will be subject to a right of refusal to Owner, allowing Owner to re-purchase the Property. The term of this right will not exceed 15 years. If during the term of the right of first refusal Buyer receives a bona fide offer from any party to purchase all or any part of the Property, Buyer will send Owner a copy of the offer and notify Owner of its intent to accept it. Owner will then have 30 days from receipt of the offer to notify the Buyer, in writing, that it will exercise its right of first refusal and obtain the Property for One Hundred Dollars (\$100.00) per parcel. If Owner does not

elect to exercise its right of first refusal, Buyer may then sell the Property to a third party, provided that the sale is on the same terms and conditions specified in the offer sent to the Owner. If the transaction with the third party does not close, Owner's right of first refusal will continue. The Owner's purchase of the Property from Buyer will be on the same terms and conditions as between Buyer and Owner pursuant to this Option to Purchase.



STATE OF MICHIGAN - CALHOUN COUNTY  
RECORDED  
07/15/2016 12:20:26 PM  
ANNE B NORLANDER - CLERK/REGISTER

RECEIPT# 1235. STATION 10  
EXEMPT DOCUMENT  
\$10.00



LIBEP 4064

PAGE 791

Quit Claim Deed

The Grantor(s) Calhoun County Land Bank Authority; a Michigan Public Corporation, whose address is: 315 West Green Street, Marshall, MI 49068

QUIT CLAIM(S) to: Vision of Life Action Team, a Michigan Non-Profit Corporation, of 801 Broadwell St W, Albion MI 49224

Land situated in the City of Albion, County of Calhoun, and the State of Michigan  
Described as: ALBION CITY, SEC 34 2-4 BEG NW COR SCHUMACHER ADD, TH S ALG W LINE SD ADD 200'  
TH W PARL S LINE BROADWELL 56.4' TH 200' TO S LINE BROADWELL E ALG SD LINE TO POB.  
Parcel ID: 51-001-943-00  
Commonly known as: 751 Broadwell St W, Albion MI 49224

For the sum of \$ One Hundred dollars and no cents (\$100.00)

Interest in the described property acquired pursuant to the Judgment of the Foreclosure record.

The above-described premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. The grantor grants to the grantee the right to take any remaining division(s) under section 108 of the land division act, Act No. 288 of the public Acts of 1967.

This instrument is exempt pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i) for County and State respectively. Subject to easements and building use restrictions of record.

Dated: July 8, 2016

Krista Trout-Edwards  
Executive Director  
Calhoun County Land Bank Authority

STATE OF MICHIGAN }  
COUNTY OF CALHOUN }

The foregoing instrument was acknowledged before me on July 7, 2016 by Krista Trout-Edwards, acting in her official capacity as the Executive Director of the Calhoun County Land Bank Authority and known to me to be the person who executed the same of her own free will.

Amy Rose Wallace-Robinson, Notary Public  
County of Eaton, State of Michigan  
My Commission expires 2/25/2017  
Acting in Calhoun County

Drafted by: James L. Dyer (P32544)  
Calhoun County Corporate Counsel  
315 W Green Street  
Marshall MI 49068

AMY R. WALLACE-ROBINSON  
NOTARY PUBLIC-STATE OF MICHIGAN  
COUNTY OF EATON  
My Commission Expires Feb. 25, 2017



QUIT CLAIM DEED

THIS INDENTURE, made April 28, 2014, BETWEEN GRANT RENTALS, LLC, a Michigan Limited Liability Company, of the first part, whose address is PO Box 292, Albion, Michigan 49224, and VISION OF LIFE ACTION TEAM, a Michigan Nonprofit Corporation, of the second part, whose address is 718 Austin Avenue, Albion, Michigan 49224, WITNESSETH, that the said party of the first part, does by these presents grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said party of the second part, and to his heirs and assigns, FOREVER, all that certain piece or parcel of land situated in the City of Albion, County of Calhoun, and State of Michigan, and described as follows:

Parcel No. 1

Lot No. 78 of SCHUMACHER ADDITION, according to the Plat thereof recorded in Liber 5 of Plats, on page 30, in the office of the Register of Deeds for Calhoun County, Michigan.  
Tax Roll No. 13-51-010-578-00  
*Commonly known as 1013 Jefferson Street*

Parcel No. 2

A parcel of land situated in Section 34, Town 2 South, Range 4 West, City of Albion, Calhoun County, Michigan, described as: Beginning at the Northeast corner of Lot 17 of Pinecrest Addition to the City of Albion; thence Southerly 538.55 feet; thence Easterly 111.90 feet to the West line of Schumacher Addition; thence Northerly along the West line of Schumacher Addition, 345.3 feet; thence Westerly 56.4 feet; thence Northerly 200 feet, to the South line of Broadwell Street; thence Westerly 56.45 feet more or less, to the place of beginning.

EXCEPTING THEREFROM, Beginning at the Northeast corner of Lot 17 of Pinecrest Addition to the City of Albion, thence South 100 feet, to the South line of Lot 16 of said Addition; thence East 56.45 feet more or less, to the West line of premises described in Liber 730 on page 438, Calhoun County Records; thence North 100 feet, to the South line of Broadwell Street; thence West 56.45 feet more or less, to the place of beginning;

ALSO EXCEPTING, Beginning at the Northeast corner of Lot 15 of Pinecrest Addition to the City of Albion; thence Southerly, to the Southeast corner of Lot 14 of said Addition; thence Easterly 56.45 feet more or less, to the West line of premises described in Liber 730 on page 438, Calhoun County Records; thence Northerly 100 feet; thence Westerly 56.45 feet more or less, to the place of beginning.

Tax Roll No. 13-51-001-942-00  
*Commonly known as an alley between Jefferson and Mallory*





EXEMPT CONVEYANCE: MCLA 207.505(5)(a) and 207.526(6)(a) The value of the consideration for this conveyance is less than \$100.00.

The Grantor grants to the Grantee the right to make all divisions allowed under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or farm operations. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining. TO HAVE AND TO HOLD the said premises to the said party of the second part, and to his heirs and assigns, to the sole and only proper use, benefit and behoove of the said party of the second part, his heirs and assigns, FOREVER. When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written.

Grant Rentals, LLC

*Richard Yorkey*

By: Richard Yorkey, Co-Manager

*Scharlotte Yorkey*

By: Scharlotte Yorkey, Co-Manager

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF CALHOUN )

Acknowledged before me in Calhoun County, Michigan on April 29, 2014, by Richard Yorkey and Scharlotte Yorkey, the Co-Managers of Grant Farm Properties, a Michigan limited liability company, on behalf of the limited liability company.

*Betsy Nelson*

Betsy Nelson, Notary Public  
Calhoun County, Michigan  
Acting in Calhoun County, Michigan  
My commission expires:  
February 3, 2018

Prepared by:  
Mary M. Moore  
MOORE & MARSH  
202 S. Monroe Street  
Albion, MI 49224  
bn

<b>MICHIGAN DEPARTMENT OF CONSUMER &amp; INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES</b>	
Date Received	(FOR BUREAU USE ONLY)
	<b>FILED</b>
	AUG 21 2002
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name	Mittie D. Jones, Resident Agent Vision of Life Action Team
Address	Post Office Box 32
City	Albion
State	MI
Zip Code	49224
Administrator: Mittie D. Jones Bureau of Commercial Services ID: 4447509794 Amt: \$20.00 VISION OF LIFE ACTION TEAM Trans Info: 7262495-1 08/16/02 EFFECTIVE DATE:	

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

779-771

## ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

### ARTICLE I

The name of the corporation is: VISION OF LIFE ACTION TEAM ✓

### ARTICLE II

The purpose or purposes for which the corporation is organized are:  
 This organization is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that also qualify as Section 501(c)(3) exempt organizations. To this end, the organization shall continually assess and help to meet the physical and spiritual needs of all God's people. We are committed to equipping and imparting "A Vision For a Better Life," through means of comprehensive care while providing life necessities and skills. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

### ARTICLE III

1. The corporation is organized upon a Nonstock basis.  
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is N/A. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

None.  
b. The description and value of its personal property assets are: (if none, insert "none")

None.

c. The corporation is to be financed under the following general plan:

The organization is to be financed through grants, charitable giving and fund raising.

d. The corporation is organized on a Directorship basis.  
(Membership or Directorship)

ARTICLE IV

1. The address of the registered office is:

901 West Broadwell Street Albion, Michigan 49224  
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

Post Office Box 32 Albion, Michigan 49224  
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:

Mittie D. Jones

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Vera Simpson	1301 Cooper Street, Albion, MI 49224
Carrie Anderson	311 West Broadwell Street, Albion, MI 49224
Leone Adams	801 W. Broadwell Street, Albion, MI 49224
Elizabeth Carter	521 West Center Street, Albion, MI 49224
Louise Davis	301 Michigan Avenue, Apt. 202, Albion, MI 49224
Elizabeth Hawkins	1508 Dean Drive, Albion, MI 49224
Velma Lewis	1041 Maple Street, #C102, Albion, MI 49224
Luella Patterson	519 West Eric Street, Albion, MI 49224
Dorothy Watson	801 West Broadwell Street, Albion, MI 49224

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

**Addendum to Article III (cont.), item "d"**

The organization shall have no voting members. The management and affairs of the organization shall be at all times under the direction of a Board of Directors, whose operations in governing the organization shall be defined by statute and by the organization's by-laws. No director shall have any right, title, or interest in or to any property of the organization.

**Article VI**

**Limitations on Organization Powers**

At all times the following shall operate as conditions restricting the operations and activities of the organization:

1. No part of the net earnings of the organization shall inure to any member of the organization not qualifying as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, nor to any Director or officer of the organization, nor to any other private persons, excepting solely such reasonable compensation that the organization shall pay for services actually rendered to the organization, or allowed by the organization as a reasonable allowance for authorized expenditures incurred on behalf of the organization.
2. No substantial part of the activities of the organization shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the organization shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office; and
3. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereinafter amended.
4. The organization shall not lend any of its assets to any officer or director of this corporation (unless such loan program is regularly conducted as part of the activities of the organization and the qualification of the individual to participate in same is determined by a panel comprised solely of non-Board members), or guarantee to any person the payment of a loan by an officer or director of this organization.

**Article VII**

**Debt Obligation and Personal Liability**

No member, officer or director of this organization shall be personally liable for the debts or obligations of this organization.

**Article VIII**

**Dissolution**

Upon the time of dissolution of this organization, assets shall be distributed by the Board of Directors, after paying or making provisions for the payment of all debts, obligations, liabilities, costs and expenses of the organization, for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

I, (We), the incorporator(s) sign my (our) name(s) this 8th day of August, 2002.

Vera B. Simpson

Elizabeth Phillips

Dorene L. Adams

Velma Lewis

Carie Andersen

Suzella Patterson

Elizabeth M. Carter

Dorothy J. Watson

Louise Davis

\_\_\_\_\_

Cincinnati, OH 45201

Date: March 22, 2007

VISION OF LIFE ACTION TEAM  
801 W BROADWELL ST  
ALBION, MI 49224

Employer Identification Number:

32-0074307

Document Locator Number:

17053-069-89005-7

Toll Free Number: 877-829-5500

### *Acknowledgement of Your Request*

We received your Form 8734, Support Schedule for Your Advance Ruling, or other information regarding your public support status. When communicating with us, please refer to the employer identification number and document locator number shown above.

Your tax exempt status under section 501(c)(3) of the Internal Revenue Code remains in effect.

### *What Happens Next?*

The information you submitted was entered into our computer system at our processing center in Covington, Kentucky, and has been sent to our Cincinnati office for initial review. We approve some cases based on this review. If this is the case, you will receive a letter stating that you are a publicly supported organization.

If the review indicates that additional information or changes are necessary, your case will be assigned to an Exempt Organization Specialist in Cincinnati who will call or write you. We assign cases in the order we receive them.

If the additional information indicates that you meet one of the public support tests, you will receive a letter stating that you are a publicly supported organization. If the public support tests are not met, we will send you a letter re-classifying you as a private foundation. That letter will tell you why we believe you do not meet the public support tests, and will include a complete explanation of your appeal rights.

### *When Can You Expect To Initially Hear From Us About Your Application?*

Normally, you may expect to hear from us within 120 days. If you do not, you may call our toll free number at 1-877-829-5500 Monday through Friday. Please have your identification numbers available so that we can identify your case. If you would rather write than call, please include a copy of this notice with your correspondence.



MALLORY ST

JEFFERSON ST

51-010-943-00

51-010-574-00

51-010-575-00

51-010-576-00

51-010-578-00

51-010-579-00

51-010-580-00

51-010-942-00

51-010-581-00







**A RESOLUTION RECOMMENDING APPROVAL OF THE  
CITY OF ALBION  
CAPITAL IMPROVEMENT PLAN 2017-2022  
TO THE  
ALBION CITY COUNCIL**

WHEREAS, the Michigan Planning Enabling Act, MCL 125.3801 *et. Seq.* (“MPEA”) authorizes the Planning Commission to prepare a Capital Improvement Plan to show public structures and improvements in the general order of their priority, that in the Planning Commission’s judgment will be needed or desirable and can be undertaken within the ensuing 6-year period; and

WHEREAS, the City of Albion issued Notice of Public Comment on the Recommendation of the Six Year (2017-2022) Capital Improvement Plan; and

NOW, THEREFORE BE IT RESOLVED that the City of Albion Planning Commission hereby:

- 1. *Adopts the 2017 - 2022 Capital Improvement Plan.*** The City of Albion Planning Commission hereby approves and adopts the proposed Capital Improvement Plan, including all of the text, figures, charts, graphs, and other descriptive materials contained therein.
- 2. *Distribution to the City Council.*** The Planning Commission hereby approves distribution of the proposed new Capital Improvement Plan to the City Council. The Planning Commission respectfully recommends to the City Council that the City Council give final approval to the proposed new Capital Improvement Plan.
- 3. *Finding of Fact.*** The Planning Commission has made the foregoing determination based on a review of the existing Capital Improvement Plan provisions, input from public, as well as, elected and appointed officials, through community surveys, forums, and at the public hearing. The Planning Commission also finds that the new Capital Improvement Plan will accurately reflect and implement the City’s vision, goals and objectives.
- 4. *Effective Date.*** The new Capital Improvement Plan – Phase 1 will become effective on the date it is approved by the City Council.

Motion by Planning Commission Member \_\_\_\_\_ and supported by Planning Commission Member \_\_\_\_\_ to approve the foregoing resolution.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the above resolution was adopted on March 21, 2017, at a regular meeting of the Albion Planning Commission, and this is a true copy of that resolution.

---

Jill Domingo, Clerk

March 21, 2017



*The City of*

**ALBION**

# Capital Improvements Plan

## FY 2017-2022

Adopted by Albion City Council:  
[DATE]

Recommended by Albion Planning  
Commission  
[DATE]

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ADD TABLE OF CONTENTS HERE

## SUMMARY

A Capital Improvements Plan (CIP) is a multi-year planning instrument used to identify needs and financing sources for public infrastructure improvements. The purpose of a CIP is to facilitate the orderly planning of infrastructure improvements; to maintain, preserve, and protect the community of Albion's existing infrastructure system; and to provide for the acquisition or scheduled replacement of equipment to ensure the efficient delivery of services to the community. The CIP is also utilized to ensure that capital improvements are fiscally sound and consistent with the goals and policies of the governing body and the residents of the community.

A comprehensive Capital Improvements Plan is an essential tool for the planning and development of the social, physical, and economic wellbeing of the community. This process is a necessary step in an organized effort to strengthen the quality of public facilities and services; provide a framework for the realization of community goals and objectives; and provide a sound basis on which to build a healthy and vibrant community.

The CIP informs Albion residents and stakeholders on how the municipality plans to address significant capital needs over the next six years. The CIP outlines the community's needs including details on the timing, sequence, and location of capital projects. The CIP can also influence growth because infrastructure can impact development patterns.

Some of the many benefits that the CIP provides for the residents and stakeholders include:

- ◇ Optimize the uses of revenue
- ◇ Focus attention on community goals, needs, and capabilities
- ◇ Guide future growth and development
- ◇ Encourage efficient government
- ◇ Improve intergovernmental and regional cooperation
- ◇ Help maintain a sound and stable financial program
- ◇ Enhance opportunities for the participation in federal and/or state grant programs
- ◇ Assisting in stabilization of tax levies over a period of years

The projects identified in the CIP represent the community's plan to serve residents and anticipate the needs of a dynamic community. Projects are guided by various development plans and policies established by the Albion Planning Commission, City Council, and administration .

Plans and policies include: Comprehensive Plan, Recreation Master Plan, Economic Development Plan, Downtown Development Plan, Goals and Objectives of Council, administrative policies, Non-Motorized Transportation Plan

## Mission statement

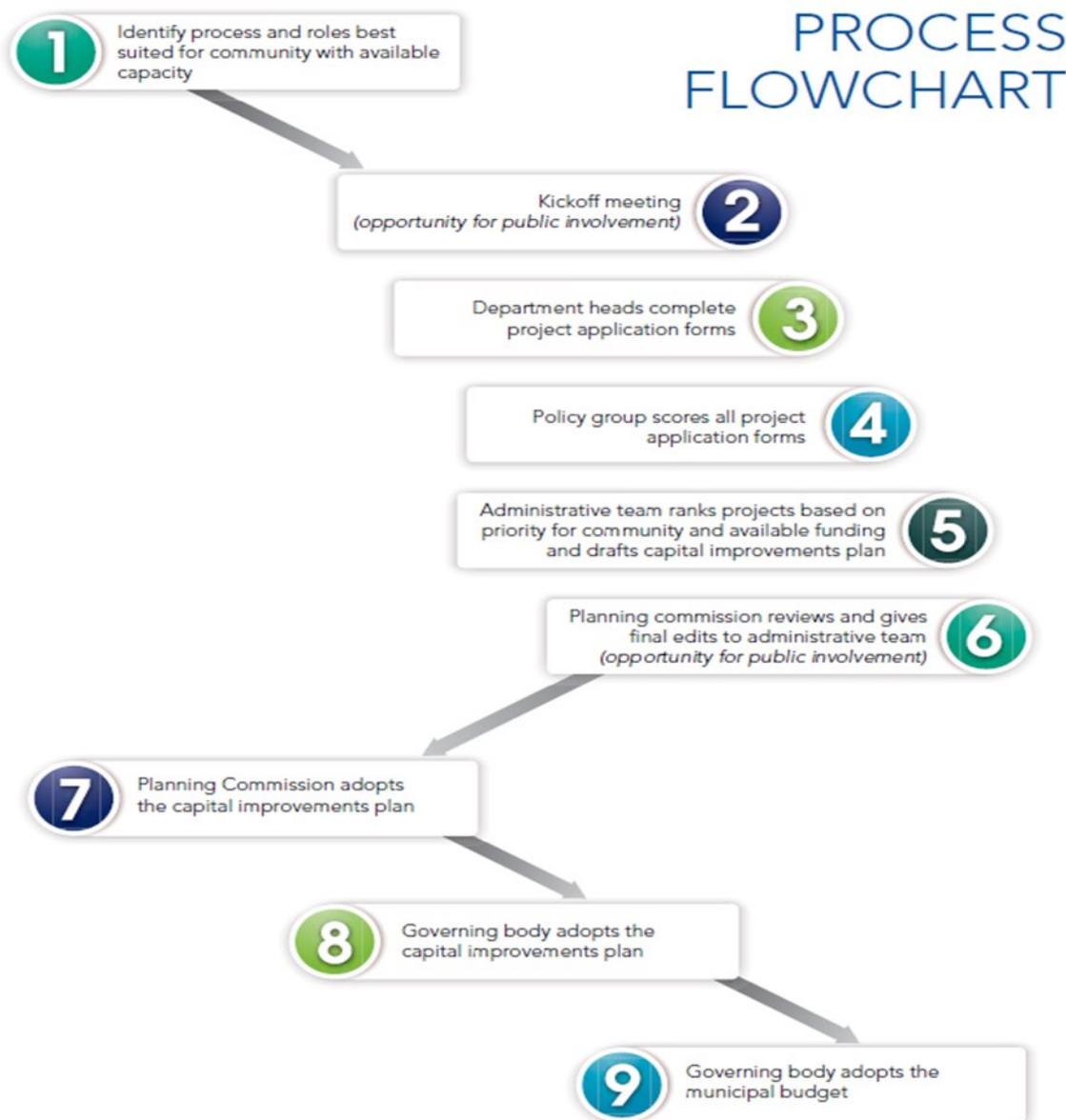
Preparation of the CIP is done under the authority of the Michigan Planning Enabling Act (PA 33 of 2008). The goal of the CIP should be to implement the Comprehensive Plan and to assist in the community's financial planning.

The act states, "The Capital improvements program shall show those public structures and improvements in the general order of their priority, that in the (planning) commission's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period."

The CIP is dynamic. Each year all projects included within the CIP are reviewed, a call for new projects is made, and adjustments are made to existing projects arising from changes in the amount of funding required, conditions, or time line. A new year of programming is also added each year to replace the year funded in the annual operating budget.

The CIP program should continue to develop over time by adding features to gradually improve quality and sophistication. Greater attention shall be devoted to provide more detailed information about individual project requests, program planning, fiscal analysis, fiscal policies, and developing debt strategy.

The following flowchart provides a general outline of the process that the City of Albion is following:



# CIP and the Budget Process

The CIP plays a significant role in the implementation of a Comprehensive Plan by providing the link between planning and budgeting for capital projects. The CIP process precedes the budget process and is used to develop the capital project portion of the annual budget. Approval of the CIP by the Planning Commission does not mean that they grant final approval of all projects contained within the plan. Rather by approving the CIP, the planning commission acknowledges that these projects represent a reasonable interpretation of the upcoming needs for the community and that projects contained in the first year of the plan are suitable for inclusion in the upcoming budget.

Priority rankings do not necessarily correspond to funding sequence. For example, a road-widening project which is ranked lower than a park project may be funded before the park project because the road project has access to a restricted revenue source, whereas a park project may have to compete for funding from other revenue sources. A project's funding depends upon a number of factors—not only its merit, but also its location, cost, funding source, and logistics.

The community of Albion should strive to maximize resources by maintaining a balance between operating and capital budgets. A continuous relationship exists between the CIP and the annual budget. A direct link can be seen between the two documents, as there should be in a strategic planning environment.

Budget appropriations lapse at the end of the fiscal year as the operating budget is funded with recurring annual revenues such as taxes, licenses, fines, user fees, and interest income.

## Process

**Capital Improvements Plan Policy Group:** reviews the policy, develops the project ranking and weighting criteria, rates and weights project applications, reviews funding options, and presents the recommendation to the Administrative Group. The following were invited to be part of the Policy Group:

- ◇ Planning Commission Representative (2)
- ◇ Mayor
- ◇ City Council Representative
- ◇ City Manager
- ◇ Assistant City Manager
- ◇ Director of Planning, Building, and Code Enforcement
- ◇ Recreation Director
- ◇ Director of Public Services
- ◇ Director of Finance
- ◇ Chief of Public Safety

A wide range and variety of capital improvements are included in the CIP. Listed below are several criteria to aid in the review of potential projects:

- ◇ Required to fill any federal or state judicial administrative requirements
- ◇ Relationship to source and availability of funds
- ◇ Impact on annual operating and maintenance costs
- ◇ Relationship to overall fiscal policy and capabilities
- ◇ Project's readiness for implementation
- ◇ Relationship to overall community needs
- ◇ Relationship to other projects
- ◇ Distribution of projects throughout the community

**2017 – 2021 CAPITAL IMPROVEMENT NEEDS ASSESSMENT FORM**

<b>Project Name:</b>		<b>Project #:</b>		
<b>Department:</b>		<b>Total Score:</b>		
<b>Rater Name:</b>	<b>Score range</b>	<b>Rater score</b>	<b>Weight</b>	<b>Total points</b>
<b>1. Contributes to health, safety, and welfare</b>				
Eliminates a known hazard (accident history)	5		5	
Eliminates a potential hazard	4			
Materially contributes	3			
Minimally contributes	1			
No impact	0			
<b>2. Project needed to comply with local, state, or federal law</b>				
Yes	5		5	
No	0			
<b>3. Project conforms to adopted program, policy, or plan</b>				
Project is consistent with adopted city council policy or plan	5		4	
Project is consistent with administrative policy	3			
No policy/plan in place	0			
<b>4. Project remediates an existing or projected deficiency</b>				
Completely remedies problem	5		3	
Partially remedies problem	3			
No	0			
<b>5. Will project upgrade facilities?</b>				
Rehabilitates/upgrades existing facility	5		3	
Replaces existing facility	3			
New facility	1			
No	0			
<b>6. Contributes to long-term needs of community</b>				
More than 30 years	5		3	
21 – 30 years	4			
11 – 20 years	3			
4 – 10 years	2			
3 years or less	1			
<b>7. Service area of project</b>				
Regional	5		2	
City-wide	4			
Several neighborhoods	3			
One neighborhood or less	1			
<b>8. Department priority</b>				
High	5		3	
Medium	3			
Low	1			
<b>9. Project delivers level of service desired by community</b>				
High	5		2	
Medium	3			
Low	1			

These factors are all relevant and must be considered in order to ensure that the best quality of service is delivered to our residents in the most fiscally prudent manner. Most importantly, the proposed list of capital projects has to reflect the overall goals and vision of the community's adopted Comprehensive Plan.

**Administrative Group:** clarifies any issues, finalizes the ratings and brings the CIP draft forward at the Planning Commission and City Council Joint Study Session and presents the CIP at the Planning Commission public hearing.

- ◇ City Manager
- ◇ Department Heads

**Planning Commission:** works with the Policy Group during the plan development, conducts workshops (if necessary), reviews the Policy Group's recommendation, receives public input, conducts public hearings, adopts the plan, and requests the governing body to consider incorporating funding for the first year projects into the budget plan.

**Governing body:** adopts the plan, encouraged to use the CIP as a tool in the adoption of the annual budget process in accordance with the governing body goals and objectives.

**Residents:** encouraged to participate in plan development by working with various boards and commissions at the Planning Commission workshops, the Planning Commission public hearings, and all the governing body's budget workshops and public hearings. As always, communication is open between residents, governing body representatives, Planning Commission representatives, and staff.

As used in the community of Albion Capital Improvements Program, a capital improvements project is defined as a major, nonrecurring expenditure that includes one or more of the following:

1. Any construction of a new facility (i.e. a public building, water/sanitary sewer mains, storm sewers, major/local roadways, recreational facilities), an addition to or extension of such a facility, provided that the cost is \$10,000 or more and that the improvement will have a useful life of three years or more.
2. Any nonrecurring rehabilitation of all or part of a building, its grounds, a facility, or equipment, provided that the cost is \$10,000 or more and the improvement will have a useful life of three years or more.
3. Any purchase or replacement of major equipment to support community programs provided that the cost is \$10,000 or more and will be coded to a capital asset account.
4. Any planning, feasibility, engineering, or design study related to an individual capital improvements project or to a program that is implemented through individual capital improvements projects provided that the cost is \$10,000 or more and will have a useful life of three years or more.
5. Any planning, feasibility, engineering, or design study costing \$25,000 or more that is not part of an individual capital improvements project or a program that is implemented through individual capital improvements projects.
6. Any acquisition of land for a public purpose that is not part of an individual capital improvements project or a program that is implemented through individual capital improvements projects provided that the cost is \$25,000 or more.

## Codes and Abbreviations

A51	Act 51 Funding
AC	Albion College
AFFG	Assistance to Fire Fighters Grant
BCCF	Battle Creek Community Foundation
BI	Bond Issue
CF	Category F Funds
CPF	Capital Project Fund
CTF	Cemetery Trust Fund
EB	Enbridge
EPFB	Equipment Pool Fund Balance
FB	Fund Balance
FKLRSB	FireKeepers Local Revenue Sharing Board
G	Grant (unspecified)
GF	General Fund
ICE	Infrastructure Capacity Enhancement Grant
LL	Local Loan
LMF	Local Millage Fund
LSM	Local Street Millage
MDNR NRTF	Michigan Department of Natural Resources—Natural Resources Trust Fund
OR	Operating Revenues
SDWRF	State Drinking Water Revolving Fund
TBD	To Be Determined
USDA-RD	United States Department of Agriculture-Rural Development Grant/Loan

# CITY OF ALBION

## CAPITAL IMPROVEMENT PLAN—EXECUTIVE SUMMARY

2017 Fiscal Year		
Project	Cost	Funding Source
Water Main Replacement	\$5,316,725	BI, SDWRF, FB, USDA-RD
Parking Lots—Downtown	\$1,200,000	USDA-RD
Street Restoration/Replacement	\$209,000	A51, LMF
Albion River Trail Expansion I	\$398,000	MDNR NRTF, Enbridge, AC
Hot Patcher	\$80,000	USDA-RD, LL, EPFB, OR

2018 Fiscal Year		
Project	Cost	Funding Source
Waste Water Influent Screen	\$800,000	USDA-RD, LL, BI, OR
Digester Building & Equipment Rehabilitation	\$1,800,000	USDA-RD, BI, OR
Irwin Ave. Construction Project	\$2,230,000	ICE, CF, LSM
2018 Street Restoration/Replacement	\$200,000	Act 51, Local Street Millage Funds
Replace/Restore N. Albion St. Bridge	TBD	TBD
WWTP Multiple Roof Replacements	\$120,000	USDA-RD, OR, BI
Roof Replacement at Water Treatment Facility	\$30,000	WFB
Amtrak Platform	\$300,000	Amtrak, MDOT
Street Dept. Roof Replacement	TBD	TBD
Vactor Truck Purchase	\$350,000	USDA-RD, LL, EPFB, OR
City Hall Rehab	\$1,900,000	TBD
Repair Seawall along Kalamazoo River	TBD	TBD
Replace Roof—Cemetery Office	\$20,000	CTF, FB
Front-end Loader	\$250,000	USDA-RD, LL, EPFB, OR
Street Sweeper	\$275,000	USDA-RD, LL, EPFB
Fiber Optic	TBD	TBD
Purchase Asphalt Repair Truck	\$147,000	USDA-RD, LL, EPFB, FB
K-9 Police Cars	\$80,000	OR

2019 Fiscal Year		
Project	Cost	Funding Source
Secondary Clarifier	\$800,000	USDA-RD, BI, OR
Gravity Thickener	\$340,000	USDA-RD, SDWRF, OR, BI
2019 Street Restoration/Replacement	\$200,000	Act 51 Funds, Local Street Millage
Filter Building and Equipment Repairs	\$640,000	USDA-RD, OR, BI
WWTP Secondary Building Rehab	\$1,550,000	USDA-RD, OR, FB
Staking Pavilion—Victory Park	TBD	TBD
Replace Dump Truck	\$250,000	USDA-RD, LL, FB
Backhoe Replacement	\$250,000	USDA-RD, LL, EPFB, FB, OR
Motorola AX8000 Radios	\$160,000	AFFG, OR
Albion River Trail Expansion II	\$340,000	MDNR NRTF, BCCF, EB, FKLRSB, A51, PD
Safe Walks to Schools—Sidewalk Program	TBD	State Funding, Federal Funding

2020 Fiscal Year		
Project	Cost	Funding Source
Sludge Holding Tanks	\$160,000	USDA-RD, SDWRF, BI, OR, FB
2020 Street Restoration/Replacement	\$200,000	Act 51 Funds, Local Street Millage
Ferric Feed System Replacement	\$270,000	USDA-RD, SDWRF, BI
WWTP—Multiple Roof Replacements-Pump & Filter Bldg	\$200,000	BI, FB
SCBA Pack Replacement	\$90,000	AFFG, OR
Rieger Park Staking Shelter	TBD	TBD
Purchase Used Bucket Truck	\$40,000	TBD

2021 Fiscal Year		
Project	Cost	Funding Source
2021 Street Restoration/Replacement	\$200,000	Act 51 Funds, Local Street Millage
Dam & Mill Race Removal (Repair)	TBD	DEQ, MDNRT
Fire Engine	\$500,000	GGF, AFFG, CPF

2022 Fiscal Year		
Project	Cost	Funding Source
2022 Street Restoration/Replacement	\$200,000	Act 51 Funds, Local Street Millage

FY 2017 CAPITAL IMPROVEMENTS

# City of Albion Capital Improvement Plan

[YEAR] Budget Year

Individual Project Description

Project Title						
Department/Fund				Funding Source		
FY	2017	2018	2019	2020	2021	2022
Est. Cost						

Project Description and Location						

Project History and Plans						

Project Need and Impact						

Related Costs and Future Funding Needs						

# City of Albion Capital Improvement Plan

2017 Budget Year

## Individual Project Description

Project Title	Albion River Trail Expansion I					
Department	Recreation			Funding Source	MDNR NRTF, AC, EB	
FY	2017	2018	2019	2020	2021	2022
Est. Cost	\$398,000					

### Project Description and Location

The Albion River Trail Expansion I is a multi-use ADA-accessible trail that extends the existing Albion River Trail from Victory Park south through Albion College property to the south end of Riverside Cemetery. The project will connect the Albion River Trail to the North Country National Scenic Trail, the Great Lake-to-Lake Trail, and the Iron Belle Trail. The project includes updates to the parking lot at Victory Park next to the basketball courts.

### Project History and Plans

The project is a collaboration with Albion College and the Calhoun County Trailway Alliance. The project is intended to improve recreational opportunities in the City and be used for attracting tourists, hikers, and bikers to the area. The trail will be ADA accessible and is intended for multi-use.

### Project Need and Impact

The project will meet the goals outlined in the Recreation Master Plan and the Comprehensive Plan to expand the City's trail network and to work towards the "trail town" designation. The project will help to improve the health and recreational opportunities as well as tourist opportunities in the City.

### Related Costs and Future Funding Needs

The City can work with the Calhoun County Trailway Alliance and Albion College to determine maintenance needs.