



# CITY OF ALBION CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

## COUNCIL-MANAGER GOVERNMENT

Council members and  
other officials normally in  
attendance.

## AGENDA

### COUNCIL MEETING Monday, April 2, 2018

7:00 P.M.

**Garrett Brown**  
Mayor

**Maurice Barnes, Jr.**  
Council Member  
1<sup>st</sup> Precinct

**Lenn Reid**  
Council Member  
2<sup>nd</sup> Precinct

**Sonya Brown**  
Mayor Pro-Tem  
Council Member  
3<sup>rd</sup> Precinct

**Marcola Lawler**  
Council Member  
4<sup>th</sup> Precinct

**Jeanette Spicer**  
Council Member  
5<sup>th</sup> Precinct

**Andrew French**  
Council Member  
6<sup>th</sup> Precinct

**Scott Kipp**  
Interim City Manager

**The Harkness Law Firm**  
Atty Cullen Harkness

**Jill Domingo**  
City Clerk

NOTICE FOR PERSONS WITH  
HEARING IMPAIRMENTS  
WHO REQUIRE THE USE OF A  
PORTABLE LISTENING DEVICE

Please contact the City  
Clerk's office at  
517.629.5535 and a listening  
device will be provided  
upon notification. If you  
require a signer, please  
notify City Hall at least five  
(5) days prior to the posted  
meeting time.

## PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. CITY MANAGER REPORT
- VII. PRESENTATIONS
  - A. National Mayor/County Service Day Proclamation
- VIII. PUBLIC HEARINGS
- IX. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- X. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
  - A. Approval Special Session Minutes, March 22, 2018
  - B. Approve Special Session Minutes, March 26, 2018
  - C. Approve Assembly Permit for Swingin' at the Shell Summer Concerts
  - D. Approve Assembly Permit for St. Johns Church for Combined Mass & Picnic on September 16, 2018 from 9 a.m. to 5 p.m. in Victory Park Large Pavilion
- XI. ITEMS FOR INDIVIDUAL DISCUSSION
  - A. Request Approval 2<sup>nd</sup> Reading and Adoption of Ordinance #



# CITY OF ALBION

## CITY COUNCIL MEETING AGENDA

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2018-02, An Ordinance to Amend Chapter 30, Article II, Section (s) 30-26 through 30-28, 30-30 through 30-36. to Add Sections 30-37 through 30-39 to Article II of Chapter 30 (RCV)

- B. Request Approval Resolution # 2018-10, A Resolution for the Establishment of Neighborhood Planning Councils Within the City of Albion & By-Laws (RCV)
- C. Discussion/Approval Resolution # 2018-11, Resolution of Support North Country Trail Association "Trail Town" Designation (RCV)
- D. Request Approval of Annual Mechanical Amusement Devices for: (RCV)
  - 1. Albion College
  - 2. Cascarelli's Tavern
  - 3. Leisure Hour Club
  - 4. Redbox Automated
  - 5. Spartan Stores/Family Fare
- E. Request Approval of Annual Commercial Garbage Service for: (RCV)
  - 1. Republic Waste
  - 2. Waste Management
  - 3. Granger Container Service (Residential & Commercial)
- F. Discussion/Approval RFQ FOR City Manager Search (RCV)
- G. Discussion-Update on Union Steel Building
- H. Discussion-Ordinance for Medical Marihuana Dispensaries
- I. Request Approval of Employment Agreement with Chief Scott Kipp for Interim City Manager Position (RCV)
- XII. Future Agenda Items
- XIII. Motion to Excuse Absent Council Member(s)
- XIV. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)
- XV. ADJOURN

# CITY OF ALBION

## Proclamation

### Recognizing

#### Mayor and County Recognition Day for National Service

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's counties are increasingly turning to national service and volunteerism as a cost-effective strategy to meet county needs; and

WHEREAS, participants in AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, including seven organizations in support in Albion, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our county's economic and social well-being; and

WHEREAS, nine national service participants of all ages and backgrounds serve in Albion, providing vital support to city residents and improving the quality of life in our city; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; including more than \$250,000 from organizations in Albion; and



WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with city and county officials nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, National Association of Counties, Cities of Service, and mayors and county officials across the country for the Mayor and County Recognition Day for National Service on April 3, 2018.

THEREFORE, BE IT RESOLVED that I, Garrett Brown, Mayor of the City of Albion, along with the rest of Albion's City Council, do hereby proclaim April 3, 2018, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our community and thank those who serve; and to find ways to give back to their communities.

In witness whereof I have hereunto set my hand and caused the seal of this city to be  
affixed this 3<sup>rd</sup> Day of April, 2018



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Hon. Garrett Brown, Mayor



## COUNCIL MINUTES 03-22-18

- I. Called to Order
  - a. 6:02pm
- II. Roll Call
  - a. All present
- III. Public Comment
  - a. No public comment on agenda
- IV. Manager Interviews
  - a. Candidates were separated for interviewing.
  - b. Approximate 15 min time for interviews.
  - c. Scott Kipp
    - i. French inquired about Kipp's qualifications.
    - ii. Kipp responded with an overview of his work history and employment qualifications.
    - iii. Barnes asked about his relationship with other employees
      - 1. Kipp responded that he had a good working relationship with all departments.
    - iv. Mayor Brown inquired about how he will share information and keep the city apprised of issues
      - 1. Kipp responded that he is interim and just to keep the ship in the direction until a new manager is selected.
    - v. Spicer inquired about finance experience preparation.
      - 1. Kipp responded that he does the public safety budget which is over half of the general fund.
      - 2. Also worked on the overall budget as interim.
      - 3. Has a good working relationship with city staff.
    - vi. French asked what is Kipp's philosophy in dealing with media.
      - 1. Tries to keep the media and public of what is going on. He developed the Facebook page. Developed nixle program.
    - vii. Mayor Brown inquired what strategy Kipp will use to ensure council does not have to make expedited decisions.
      - 1. Wants to make sure the city has as much notice as possible.
      - 2. Believes that if we are looking for what we want, we will have sufficient time to not be rushed.
    - viii. Brown inquired what the most pressing project for the city right now.
      - 1. Believes that the governor's program is the most important.
      - 2. Followed by the water tower project.
    - ix. Spicer asked Kipp to describe a major accomplishment in his positing and its impact.
      - 1. The firetruck grant.
    - x. Mayor Brown asked Kipp to discuss how he will stay on top of projects.
      - 1. Few major projects in public safety.

2. Confident that the day to day operations of the public safety is self-sustaining.
3. Likes to be involved in the day to day operations and other department projects.
- xi. Brown asked if there is anything he wants council to know that has not been asked.
  1. Believes his qualifications speak for themselves.
  2. Intends to give it his full effort.
- xii. Mayor Brown asked what he intends to do as it relates to DDA.
  1. He will assist the DDA to the extent necessary.
- d. Amy Robertson
  - i. French asked employment history and qualifications.
    1. Currently employed by the charitable union as fundraiser.
    2. Adjunct at KCC.
    3. Bachelor's from MSU, Masters in Public Admin from WMU
  - ii. Spicer asked specifics as to experience in finance, budget preparation, and working with municipal staff.
    1. Experience in government accounting. Familiar in auditing of budget preparation.
    2. A lot of experience working with municipal staff.
  - iii. Barnes asked what her plan of action is to get caught up.
    1. Totally familiar with the street project.
    2. Hard worker and will bone up on whatever is needed.
    3. Understands that the role of the interim is to just carry the ball forward. Transitions is smooth and facilitate partnerships.
    4. Understands the hierarchy.
  - iv. Brown asked how long she was with St. Joe County
    1. 3.5 years.
  - v. Mayor Brown asked her to discuss how she sees working with council and how information is shared freely.
    1. Has previously sat on board and has a familiarity with how boards operate.
    2. Interpreting information and disseminating is essential to the job.
  - vi. French asked about her philosophy in dealing with the media and residents.
    1. Would speak on behalf of council to the media. Council would have to be ok with releases.
    2. With residents she will deal with them factually or if necessary she will come back to council so they can work together.
  - vii. Brown asked what the most pressing project is.
    1. Finding the permanent city manager.
  - viii. Mayor Brown asked about how she will notify council regarding availability of grant funds so the council is not rushed.

1. Good project management indicates that projects shouldn't happen at the 11<sup>th</sup> hour.
  2. Sometime adjustments occur. Prides herself on project management and there won't be 11<sup>th</sup> hour decisions.
  - ix. Spicer asked her to describe a major accomplishment she was directly involved in.
    1. Held the 50<sup>th</sup> anniversary festival of the forks in 2016.
    2. Had over 8,000 at the event, raised all the funds, executed all the contracts, with a staff of 1 or 2.
  - x. Brown asked is there anything she wants to say that has not been asked.
    1. Wanted to clear up she did not want to leave and would be incredibly happy to come back.
  - xi. Mayor Brown asked how she will work with DDA.
    1. Believes it is the same work. She is just carrying the ball forward.
- V. Appointment of Interim Manager
- a. French moved to appoint Scott Kipp Seconded by Barnes.
  - b. Mayor commented that he thanked council for their participation in the interview process. Wants there to be clear communication in the future and full disclosure. Wants to make sure the momentum is not lost.
  - c. Yeas:7
  - d. Nays:0
- VI. Transition Process
- a. Mayor Brown asked for the manager to prepare a memo regarding all outstanding projects. Wants city property to be accounted for.
  - b. Brown asked if they were meeting prior to next regular meeting.
  - c. French stated that it could wait until next regular meeting.
  - d. Reid inquired as to why they couldn't make the mml decision tonight.
  - e. Attorney indicated there needs to be a start date and compensation set.
  - f. Special council meeting set for 3-26-18 at 7:00.
- VII. Motion to Excuse
- a. Not applicable.
- VIII. Public Comments
- a. Tom Hunsdorfer, 803 S. Superior St., Albion. Commended on work tonight. Pleased with selection of Chief Kipp.
- IX. Adjourn
- a. Brown moved.
  - b. French Seconded.
  - c. All in favor.
  - d. Adjourned at 6:49pm.

Minutes take by City Attorney Harkness

City of Albion  
City Council Special Meeting  
March 26, 2018

I. Call To Order

Mayor Garrett Brown opened the special session at 7:00 p.m.

II. Moment of Silence

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Maurice Barnes (1), Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4) Jeanette Spicer (5), Andrew French (6), and Mayor Brown.

Staff Present: Scott Kipp, Interim City Manager, Cullen Harkness, City Attorney; Jill Domingo, City Clerk; Stacey Levin, Assistant City Manager and John Tracy, Director Planning Building & Code Enforcement.

V. Mayor and Council Member Comments

Comments were received from Council Member Lawler.

VI. Public Comments (Persons addressing the City Council shall limit their comments to agenda items only and to no more than three (3) minutes. Proper decorum is required.)

No public comments were received.

VII. Items for Individual Discussion

A. City Manager Memo of Outstanding Projects

City Manager Mitchell provided the following report of outstanding projects:

My official last date will be March 31, 2018. It should be noted that I am taking leave time starting March 26, 2018. I have already met with key department heads, the Assistant City Manager, and the Interim City Manager to go over the details of current and upcoming projects and activities, to facilitate the transition. The following provides an overview outstanding projects:

- **ABA properties** – facilitate sale of 301 N. Superior and maintenance of other ABA owned properties.



- **Albion Legislative Day** – A wrap up meeting from the March 14<sup>th</sup> meeting with legislators and administrators in Lansing is scheduled for March 26, 2018 at 1pm at the EDC office.
- **Albion Marshall Connector Meeting** – Scheduled for Tuesday, March 27 at 11am at Marshall City Hall. A new person will need to take the lead.
- **Albion River Trail Expansion Grants** – grant applications and reporting to Michigan Department of Natural Resources Trust fund. Project leads: Tom Mead, Gregg Strand, Sam Lovall, Nancy McFarlane
- **AmeriCorp/Vista** – Site supervision. Job design for 2018/9. Key assignments: Neighborhood Planning Councils and GIS system. Project Lead: Stacey Levin and John Tracy.
- **Council Goal Setting Session** – Council scheduled a study session on April 9<sup>th</sup>.
- **Council Rules** – council needs to schedule the study session.
- **Dalrymple School** – develop maintenance plan and budget for the property. Identify future use.
- **Granger Account updates** – Project leads: Scott Kipp, Stacey Levin, John Tracy
- **Marihuana Facilities Licensing** – processing of applications; revisions to ordinance and zoning to allow for dispensaries. Project leads: Atty. Cullen Harkness, Scott Kipp, John Tracy, Jill Domingo
- **Marshall Public Schools / Recreation** – Located in Marshall Opportunity High School. Project leads: Larry Williams and Scott Kipp.
- **MSU Extension – Civic Democracy Project** – The last planning meeting was March 23<sup>rd</sup> at 1pm.
- **Peabody Project** – CDBG grant payment processing and reporting. Project lead: Tom Mead
- **Planning Commission - Comprehensive Plan** – Quarterly updates to Planning Commission and Council.
- **Planning Commission - Historic District Advisory Committee** – appointment and direction for members. Project lead: Planning Commission

- **Planning Commission - Redevelopment Ready Communities (RRC)** – Quarterly reports to Planning Commission, Council and EDC
- **Planning Commission - Zoning Re-Write** – The last meeting was March 15. Awaiting feedback from the Planning Commission.
- **Project Rising Tide** – establish advisory committee.
- **Sidewalk Assessment** – City council needs to make a determination as to how to move forward with sidewalk repairs and assessments.
- **Superior Street Reconstruction-** street project to take place between mid May and early Sept. MDOT was approached with request for additional signage and paving of alternate routes. Project lead: Jim Lenardson
- **USDA Rural Development Grant - Ash Street Parking Lot** – completion of conversion of CCLBA lot to city ownership. RFP for parking lot resurfacing. Project leads: Jim Lenardson, Mickey Bittner
- **Verizon Cell Tower** – Council approved lease agreement. Project leads: Jim Lenardson and John Tracy
- **Waste Water Treatment Plant Project** – Seeking additional funding for cost overruns. Project oversight by Jim Lenardson.
- **Water Tower** - moving forward with contractor and project. Oversight by Jim Lenardson.
- **Water & Sewer Rate Study** – need to obtain authorization for water rate study. Once complete, study session to discuss capital improvement needs, funding options.

Comments were received from Council Member French and Mayor Brown.

#### B. Accounting of City Property and Documentation

City Manager Mitchell gave the following report on city property and documentation:

In order to fully comply with the request, the following city property is boxed in the City Manager's office:

- Keys
- Id badge

- Cell Phone
- Credit Cards
- Business Cards
- Miscellaneous items

All city documentation remains on site in the City Manager's office.

Comments were received from Council Member French and Mayor Brown.

### C. City Manager Search Process

Mayor Brown stated we have used the Michigan Municipal League (MML) for the City Manager search the previous two times. He has two concerns in using the MML-1. The City does not receive full applicant pool; and 2. They are passive in recruitment relying on posting the position to the website and in national magazines and newsletters then relying on just those that apply. He also stated what the City is paying for with the MML is a facilitator. Mayor Brown also stated that on the last search Council Member Barnes asked to have the job posted in diverse magazines and newsletters. He stated the process for the MML search is as follows:

1. They meet with Council and ask what criteria the Council is looking for in their next City Manager.
2. They then create a job description and community profile.
3. The information is then sent to websites, magazines and newsletters to solicit applicants for the position.
4. The MML receives the applications and based on the criteria the Council has set forth, they choose applicants that are then sent to the Council for interviews.

Council Member French if we knew for certain that the MML does not recruit and has the question ever been asked as to whether there would be an additional cost for them to do so. He is in favor of using MML as he feels they have done a good job and likes the fact that we have an entire organization which creates a vast resource for the City.

Council Member Reid stated she feels we were able to direct what the City was interested in with the MML and has full confidence in their ability. She asked if the City could send the MML a letter and see if they would come in and talk to the Council about what they offer and what the cost would be.

Council Member Spicer asked if there is a data base of applicants available to the Council to review. She feels we could do the search in-house and save the City money. She would like the Council to review all available options and not be in a rush. She feels taking our time would be wise and prudent. She would like to see what the MML would offer and the cost.

Council Member Brown stated she is open to working with the MML or any consultant the Council chooses. She is not in favor of doing the search in-house.

City Attorney Harkness stated the Meridian Township Manager also does City Manager searches. He would provide the same service as the MML and would charge \$5,000. He has done approximately twenty (20) searches and has been very successful.

Council Member French asked how many searches has the Meridian Township Manager done as the MML in the same time frame?

Council Member Barnes stated he would like to see a seamless transition and without delay and supports the MML. He stated he has networked with the MML and feels they do a lot for the City.

Council Members Brown and Spicer asked for Point of Order.

Council Member Lawler asked what the MML does.

Council Member French asked whether the Council should send out a RFP to consider multiple firms for the City Manager search.

Interim City Manager Kipp stated the ICMA has a request for qualifications form that can be tweaked to suit the City's needs and be available for approval at the next Council meeting.

Council Member French stated that both the City of Muskegon and the City of Kalamazoo used the RFP process in 2013 in their search for City Managers. He feels the Council needs additional information.

French moved, Lawler supported, CARRIED, To Instruct Staff to modify and prepare the ICMA's Request for Qualifications document and bring to Council for approval at the next Council meeting. (7-0, rcv)

- D. EXECUTIVE SESSION-The City Manager requests an Executive Session under the Open Meetings Act (Section 15.268 (a), P.A. 267 of 1976, as amended) to consider the dismissal, suspension or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of a public officer, employee or staff member of individual agent, if the named employee or staff member of individual agent, if the named person requests a closed hearing.

Brown moved, French supported, CARRIED, to adjourn to Executive Session. (7-0, rcv)

Mayor Brown adjourned to Executive Session at 7:45 p.m.

Mayor Brown re-convened the Special Council meeting at 7:55 p.m.



E. Negotiation of Interim City Manager Start Date and Compensation

Comments were received from Mayor Brown who asked City Attorney Harkness to create an employment agreement for Interim City Manager Kipp with the proposal outlined below.

Barnes moved, French supported, CARRIED, To Approve an Additional \$1,000.00 per week in addition to current salary with the caveat that if the workload increased Interim City Manager would make the Council aware and change the pay to an additional \$800.00 per week in addition to current salary with an additional \$200.00 per week in addition to current salary to Assistant City Manager Levin. The start date will be March 27, 2018. (7-0, rcv)

VIII Motion to Excuse Absent Council Member (s) (VV)

No action was necessary as all members were present.

IX. Public Comments (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)

Comments were received from Dave Atchison, 108 W. Erie St and Council Member Reid.

X. Adjournment

French moved, Lawler supported, CARRIED, to adjourn special council session. (7-0 vv)

Mayor Brown adjourned the meeting at 8:00 p.m.

Signed:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jill Domingo  
City Clerk



February 19, 2018

To: Sheryl Mitchell  
Albion City Manager  
112 West Cass Street  
Albion, MI 49224

RE: Request for City Council approval for large assemblies

Swingin' at the Shell to be in compliance with City Code – Sec. 62.6 seeks council approval for the 2017 summer concert series.

Concert dates: Sunday, July 22  
Sunday, July 29  
Sunday, August 5  
Sunday, August 12  
Sunday, August 19  
Sunday, August 26  
Sunday, September 2  
Sunday, September 9

All concerts begin at 6:00 p.m. and are held in the Victory Park band shell. Rain location is the covered pavilion.

See you at the shell!

Thank you,

Karen Dobbins  
SATS Board, treasurer



*Kirge Revellion*

## City of Albion

William L. Rieger Municipal Building  
112 W. Cass Street, Albion, Michigan 49224  
(517) 629-5535 Fax (517) 629-4168

### PARKS RESERVATION APPLICATION

INSTRUCTIONS: To complete form online-go to:

VIEW- EDIT DOCUMENT-COMPLETE FORM (USE THE TAB KEY TO COMPLETE FORM)

ONCE FORM HAS BEEN COMPLETED-DO A FILE SAVE AS: SAVE TO DESKTOP

EXIT FORM AND ATTACH THE SAVED FILE FROM YOUR DESKTOP AND CLICK SUBMIT

I. ST. JOHN CATHOLIC request permission from  
(Responsible Party/ Organization) CHURCH

The City of Albion to use the following park facilities:

DATE	BEGINNING TIME (S)	ENDING TIME (S)
<u>SEPT. 16, 2018</u>	<u>9am</u>	<u>5pm</u>

Description of events or functions:

COMBINED MASS & PICNIC FOR  
ST. JOHN & ST. MARY

Proof of Insurance: YES ☒ NO ☐

Number of people expected to attend:

400

Non-profit organization? ☒ Yes

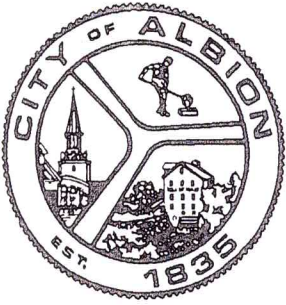
Will amplified sound be used? ☒

YES ☒ NO ☐

Will Electricity be required?

YES ☒ NO ☐

LAST YEAR WE  
BROUGHT IN  
3 PORT-A-POTS



## City of Albion

William L. Rieger Municipal Building  
112 West Cass Street \* Albion, Michigan 49224  
(517) 629-5535 \* Fax (517) 629-2238

### ASSEMBLIES FOR PARK RESERVATION FACILITIES OVER 100 OR MORE

ASSEMBLIES: St. John Church

DATE: Sept. 16, 2018

FACILITIES: Lg Pavilion

NUMBER OF  
PEOPLE(S): 200-400

CONTACT PERSON: Mary Sage

INSURANCE: Michigan Catholic Conf.

PHONE NUMBER: 517-629-4532



**CITY OF ALBION  
ORDINANCE #2018-02**

AN ORDINANCE TO AMEND CHAPTER 30, ARTICLE II, SECTION(S) 30-26 through 30-28, 30-30 through 30-36, TO ADD SECTIONS 30-37 through 30-39 to ARTICLE II OF CHAPTER 30.

**Purpose and Finding:**

The Albion City Council recognizes and concludes that the proper and reasonable maintenance, appearance, and use of the cemetery owned and controlled by the City is an important function of the City. It is also important that burials, disinterments, and other matters associated with a municipal cemetery are handled in a respectful and proper way in order to promote the health, safety, and welfare of the community. The Albion City Council believes this ordinance to be in the best interests of the City.

**THE CITY OF ALBION ORDAINS:**

**30-26: Definitions**

“Cemetery” shall mean Riverside Cemetery, as established, and any other public cemetery owned, managed or controlled by the city.

“Cemetery Plot” shall mean an area in Riverside Cemetery sufficient to accommodate one burial space for one deceased person. It shall consist of a land area of at least thirty-eight (38) inches wide and ninety-six (96) inches in length.

“Cemetery Half Plot” shall mean an area in Riverside Cemetery sufficient to accommodate one burial space for one deceased infant, the burial of cremains, or the burial of pets (excluding livestock). It shall consist of a land area of at least thirty-eight (38) inches wide and forty-eight (48) inches long.

“Cemetery Sexton” shall mean a city official appointed by the City Manager who is primarily responsible for cemetery operations within the City of Albion.

“City” shall mean the City of Albion.

“Monument” shall be defined as any marker, memorial, mausoleum, statue or similar item which exceeds thirty (30) inches in height above normal ground level or which has a ground surface area exceeding thirty (30) inches in width (or forty-eight (48) inches in width for a double marker), with an overall height of no more than thirty (30) inches above ground level, including the foundation.

“Plot” shall mean a cemetery plot or a cemetery half plot.



### 30-27: Sale of Plots

- a. Plots shall be sold by the City for the purpose of burial for the purchaser of a cemetery plot, or his or her immediate family. No sale shall be made to funeral directors or others, except for those acting as an agent for an eligible purchaser.
- b. All sales and transfers of plots shall be made on a Burial Right Certificate approved by the City Council and signed by a designated City official, which grants a right of burial only and does not convey any other title or right to the cemetery plot or burial space sold. Such forms shall be signed by the City Clerk or City Official, and shall constitute a permit when approved.
- c. Plots may be sold by the City to any resident or taxpayer of the City. The Cemetery Sexton/City Clerk is hereby granted the authority to vary the aforesaid restriction on sales where the purchaser discloses sufficient personal reason for burial within the City through previous residence in the City or relationship to persons interred in the cemetery. Any such decision by the Sexton/City Clerk (either granting or denying such variance) may be overturned by the City Manager pursuant to Section 30-39.
- d. At the time of purchase from the City, each plot shall be assigned the name of the specific person who shall be interred in that cemetery plot upon death. Each such person must either be a resident or taxpayer of the City, or be a member of the immediate family of a qualified purchaser. If the owner of a plot desires to effectuate a name change regarding the assigned plot, that person must complete the designated form and pay the fee associated with transferring a plot.
- e. Plots are nontransferable without prior written approval by the City, but may be sold back for the price designated by the City.
- f. The City Council shall have the authority to place a limit on the number of plots sold to a particular person, as well as such person's family and relatives. Furthermore, the City shall have the absolute right and discretion to determine whether a particular plot or plots will be sold to a specific person and where such cemetery plot or plots will be located. Such decision shall be based upon reasonable factors, including, but not limited to, the number of vacant plots available and whether family or relatives of the person seeking to purchase a plot or plots are buried adjacent or nearby the plot or plots requested.
- g. The City shall have the right to correct any errors that may be made concerning interments, disinterments, or in the description, transfer or conveyance of any plot, either by canceling the permit for a particular vacant plot or plots and substituting and conveying in lieu thereof another vacant plot or plots in a similar location within the cemetery or by refunding the money paid for the plot to the purchaser or the successor of the purchaser. In the event that an error involves the interment of the remains of any person, the City shall have the right to remove and transfer the remains so interred to another plot in a similar location in the cemetery in accordance with law.



### **30-28: Purchase Price for Plots and Charges**

- a. Each plot cost shall be defined in a fee schedule that is approved by City Council. A portion of this fee will go into the cemetery perpetual care fund. The lawful owner of any plot within the City shall promptly provide the City with any change in that owner's mailing address and contact information.
- b. All charges shall be paid to the City Finance Director.
- c. The City Council may by resolution modify fee schedule in subsection (a) to accommodate increased costs and needed reserve funds for cemetery maintenance and acquisition.
- d. The City may charge reasonable fees for the opening and closing of any plot, prior to and following a burial therein, and including the interment of ashes. Such fees shall be set from time to time by resolution of the City Council, defined in a fee schedule, and payable to the City.
- e. No plot shall be opened or closed except under the direction and control of the cemetery Sexton or such other individual as is designated by the City Council. The Sexton shall be given at least forty-eight (48) hours prior notice of when such grave opening or closing will occur. This subsection shall not apply to any grave opening, disinterment, or similar matter which is done pursuant to a valid court order or under the supervision and direction of local or state health department authorities.

### **30-30: Memorials, Markers, or Mausoleums**

- a. All markers and memorials must be comprised of stone or other equally durable composition and shall face the same direction as the markers and memorials around them. Any marker or memorial must also be in line with the other markers in that row, unless authorized by the sexton or city official.
- b. Only one (1) up-right marker or memorial shall be permitted per cemetery plot, or one marker or memorial in total where two adjoining plots share that one marker or memorial, however additional flush mount markers may be allowed on that space if room allows.
- c. Markers shall be no more than thirty (30) inches in width (or forty-eight (48) inches in width for a double marker), with an overall height of no more than thirty (30) inches above ground level, including the foundation.
- d. Individual markers for cremains shall be flush with the ground and shall be no more than twelve (12) inches by twenty-four (24) inches in size. Any marker on a half grave space must be a flush mount type, unless authorized by the Sexton or a city official.
- e. Any Persons wishing to place a monument that exceeds the above listed dimensions, must have prior authorization from the City

- f. The footing or foundation upon which any marker or memorial must be placed shall be constructed by the City, or such person(s) as may be designated by the City Council.
- g. Should any monument or memorial become unsightly, broken, moved off its proper site, dilapidated or a safety hazard, the City shall have the right, at the expense of the owner of the plot, to correct the condition or remove the same. The City shall make reasonable attempts to contact the owner of the plot prior to any such work beginning.
- h. The maintenance, repair and upkeep of a cemetery memorial, marker, urn or similar item is the sole responsibility of the heirs or family of the person buried at that location. The City has no responsibility or liability regarding the repair, maintenance or upkeep regarding any such marker, memorial, urn or similar item.

### **30-31: Interment Regulations**

- a. Only one (1) person shall be buried in a plot, except for a parent and infant child or two (2) children buried at the same time when approved by the City.
- b. As many as 6 cremations may be placed in a grave space depending on space available in said grave, this will be determined by the Sexton or City Official.
- c. The City shall be given at least 48 hours notice in advance of any funeral to allow for the opening of the plot. The opening and closing of plots shall be done only by the City or such person or persons as are designated by the City.
- d. The appropriate form issued by the City for the cemetery plot involved, together with appropriate identification of the person to be buried therein and the burial-transit permit from the health department, shall be presented to either the Cemetery Sexton or the City Clerk (or designated City official) prior to interment. In the event such permit or form has been lost or destroyed, the City Clerk must be satisfied, from his or her records, that the deceased person to be buried in the plot is an authorized and appropriate person for that space before any interment is commenced or completed.
- e. If a winter burial cannot occur due to inclement weather, frozen ground or similar condition, the deceased person may be kept in winter storage until a spring burial can occur. There must be a storage authorization form completed and filed. Written permission by the next of kin or authorized agent must be obtained prior to winter storage. All such winter storage costs shall be paid by the estate of the deceased person or the person's next of kin.
  - i. The City is not responsible for winter storage of a body.
  - ii. The City may charge additional fees for winter burials.
  - iii. No winter burials shall occur without the prior consent of the Cemetery Sexton or city official.



- f. Cremains must be buried in a non-biodegradable container approved by the City in a plot or in a columbarium that has been installed by the City within the cemetery.
- g. No cremains shall be scattered or dispersed within the cemetery without prior consent of the Sexton.
- h. All burials shall be within a standard concrete vault, that complies all applicable Federal, State, and local laws, installed or constructed in each plot before interment. The City shall have the discretion to allow vaults of other suitable materials to be used.

### **30-32: Disinterment Regulations**

- a. No disinterment or digging up of an occupied grave shall occur until and unless any and all permits, licenses and written authorizations required by law for such disinterment or digging up of an occupied grave have been obtained from any applicable state or county agency, governmental unit or official, and a copy of the same has been filed with the City.
- b. The City Council shall have the authority to refuse to allow a disinterment or the digging up of an occupied grave (and to refuse to issue a City disinterment permit for the same) if the disinterment or digging up of an occupied grave is not done pursuant to a court order or does not have a reasonable basis.

### **30-33: Grounds Maintenance**

- a. Flower pots, urns and grave blankets may be placed and maintained in line with head stones of graves no earlier than April 1 and must be removed no later than November 1 of each year. Decorations will be permitted for holidays falling outside of these dates, but only for one (1) week prior and one (1) week following the holiday. Veteran flags and flag holders shall be governed by the Veteran's Administration rules and guidelines.
- b. No grading, leveling or excavating within a cemetery shall be allowed without the prior permission of the Cemetery Sexton or city official. Furthermore, no tree, shrub, landscaping or similar plantings shall occur without the prior permission of the Sexton.
- c. No flowers, shrubs, trees or vegetation of any type shall be planted outside of an urn. Any of the foregoing items planted without City approval shall be removed by the City or the Sexton.
- d. The City reserves the right to remove or trim any existing trees, plants or shrubs located within a cemetery in the interest of maintaining proper appearance and use of the cemetery.
- e. Mounds, bricks, blocks and any borders that hinder the free use of a lawn mower or other gardening apparatus are prohibited.

- f. The Sexton shall have the right and authority to remove and dispose of any and all growth, emblems, displays, containers and other items that through decay, deterioration, damage or otherwise become or are unsightly, a source of litter or a maintenance problem.
- g. Surfaces other than earth or sod are prohibited.
- h. All refuse of any kind or nature including, but not limited to, dried flowers, wreaths, papers and plastic flower containers must be removed from the cemetery within ten (10) days after a burial.
- i. No glass containers or items are allowed.
- j. Except for markers, memorials, flowers, and urns expressly allowed by this Ordinance, and flags as authorized by law, no other item (including, but not limited to, ornaments, signs, trellises, statues, benches, landscaping, bricks, stones, grave border materials or other structures) shall be installed or maintained within the cemetery, nor shall any grading, digging, mounding or similar alteration of the ground or earth occur except as authorized by this Ordinance or by the City.

#### **30-34: Forfeiture of Vacant Plots or Burial Spaces, Repurchase of Plots**

- a. Plots or burial spaces sold after the effective date of this Ordinance and remaining vacant for twenty-five (25) years or more from the date of their sale shall automatically revert to the City upon the occurrence of the following events:
  - i. Notice shall be sent by the City Clerk by first-class mail to the last known address of the last owner of record informing him/her of the expiration of the 25-year period and that all rights with respect to said plots or spaces will be forfeited if he/she does not affirmatively indicate in writing to the City Clerk within sixty (60) days from the date of mailing of such notice of his/her desire to retain such burial rights.
  - ii. No written response to said notice indicating a desire to retain the plots or burial spaces in question is received by the City Clerk from the last owner of record of said plots or spaces, or his/her heirs or legal representative, within sixty (60) days from the date of mailing of said notice.
- b. The City may repurchase any plot from the owner for a price set by the City Council, upon the written request of said owner or his or her legal heirs or representatives.

#### **30-35: Records**

- a. The City Clerk and/or the Sexton shall maintain records concerning all burials, plots, issuance of burial permits and any other records of the City related to



Riverside Cemetery, and the same shall be open to public inspection at all reasonable business hours.

### **30-36: Cemetery Hours**

- a. Unless otherwise specified by the City Council by resolution, Riverside Cemetery shall be opened from dawn to dusk. During closed hours, no person shall be present in the cemetery. Such prohibition on being present in the cemetery during the time when the cemetery is closed shall not apply to the Cemetery Sexton, any City official, a person accompanied by the Sexton or other City official, or any law enforcement or firefighting official when engaged in the lawful duties of any such office or position.
- b. The Cemetery Office hours will be Monday through Friday from 7am-3:30pm, except on holiday.

### **30-37: Prohibited Activities and Penalties**

- a. The following prohibitions shall apply within Riverside Cemetery:
  - i. No vehicles shall be permitted to drive on lawns or cemetery plots in the cemetery.
  - ii. There shall be no entry or presence in the cemetery by any person when the cemetery is closed or outside of authorized times.
  - iii. There shall be no headstones, ornaments, vases, plastic flowers, fences, benches, trellises, statues, signs or any other item placed, kept, installed or maintained in the cemetery except those expressly allowed by this Ordinance.
  - iv. There shall be no digging, grading or mounding unless expressly authorized by this Ordinance.
  - v. There shall be no driving of an automobile, truck or any vehicle on any portion of a cemetery except the designated roads or drives.
  - vi. There shall be no off-road motorcycles, snowmobiles, four-wheelers, go-carts or similar vehicles.
  - vii. There shall be no gathering of persons in excess of 50 people without prior City approval (except during or incidental to a funeral occurring concurrent with burial).
  - viii. There shall be no disinterment or grave openings unless approved by the City.
  - ix. There shall be no possession or consumption of any alcoholic beverage.
  - x. There shall be no picnicking without prior City approval.

- xi. There shall be no music, playing of any radio, or the use of any amplification device or similar item, except pursuant to a military ceremony or a funeral.
  - xii. There shall be no solicitation or peddling of services or goods or any signs or placards advertising any goods or services.
  - xiii. There shall be no littering or dumping.
  - xiv. There shall be no unlawful interference with or disruption of a lawful funeral or funeral procession.
  - xv. There shall be no private signs, lighting, moving displays or changeable copy on a sign.
  - xvi. There shall be no fires, candles or open flames without prior approval from the Sexton or a City official.
  - xvii. No children under twelve (12) years of age shall be allowed in the cemetery unless accompanied by an adult and are properly supervised by an adult.
  - xviii. There shall be no exceeding of posted speed limits.
  - xix. There shall be no loose domestic animals of any kind or unleashed pets allowed within the cemetery grounds. However, this prohibition shall not apply to dogs assisting handicapped persons.
  - xx. No firearms or archery arrows shall be discharged or shot; except a military or other veterans organization who may carry arms for the purpose of firing over the grave at the burial of a member.
  - xxi. Cremains or ashes of a deceased person shall not be scattered or dispersed without prior approval from the Sexton or city official.
  - xxii. There shall be no dumping, vandalizing or tipping over of any lawful garbage container or receptacle.
- b. Each day during which any violation continues shall be deemed to constitute a separate offense.
  - c. Unless otherwise set forth herein, a violation of any section of Chapter 30 shall constitute a misdemeanor punishable by up to 90 days in jail, up to \$500 in fines, or both.
  - d. The following violations of Chapter 30 shall constitute a municipal civil infraction, with a first offense being punishable by a fine of \$100, a second offense being punishable by a fine of \$200.00, and any subsequent offense punishable by a fine of \$500.00:
    - a. 30-37(a)(i)
    - b. 30-37(a)(ii)
    - c. 30-37(a)(iii)
    - d. 30-37(a)(iv)



- e. 30-37(a)(v)
- f. 30-37(a)(vi)
- g. 30-37(a)(vii)
- h. 30-37(a)(x)
- i. 30-37(a)(xi)
- j. 30-37(a)(xii)
- k. 30-37(a)(xiii)
- l. 30-37(a)(xiv)
- m. 30-37(a)(xv)
- n. 30-37(a)(xvi)
- o. 30-37(a)(xvii)
- p. 30-37(a)(xviii)
- q. 30-37(a)(xix)
- r. 30-37(a)(xxii)

### **30-38: Cemetery Sexton**

- a. The City shall appoint a Cemetery Sexton, who shall serve at the discretion of the City Manager.
- b. The Cemetery Sexton shall be primarily responsible for the enforcement and administration of this Ordinance.
- c. The following city officials shall be authorized to assist the Cemetery Sexton with the enforcement and administration of this Ordinances when necessary:
  - a. City Manager;
  - b. Director of Public Services;
  - c. Deputy Director of Public Services;
  - d. City Clerk;
  - e. Any Albion Department of Public Safety Officer;
- d. The Cemetery Sexton shall have such duties and obligations with regard to the cemetery as may be specified from time to time by the City Manager, Director of Public Services and/or Deputy Director of Public Services.

### **30-39: Appeals to the City Manager**

- a. Any party aggrieved by any interpretation or decision made by the Cemetery Sexton, agent or contractor pursuant to this Ordinance, as well as any matter relating to the cemetery, rights to a plot, or other matter arising pursuant to this Ordinance, shall have the right to appeal that determination/decision or matter to

the City Manager. Any such appeal shall be in writing and shall be filed with the City Clerk within thirty (30) days of the date of the decision, determination or other matter being appealed from. The decision of the City Manager on any such appeal shall be final.

Repealer: All other ordinances in conflict or inconsistent with this ordinance are hereby repealed.

Severability: The provisions of this Ordinance are deemed to be severable and should any provision, section, or party thereof be declared to be invalid, the remainder of the ordinances shall continue in full force and effect.

This Ordinance shall take effect after publication on May 2, 2018.

First Reading:  
March 19, 2018

Ayes 7  
Nays 0  
Absent 0

Second Reading & Adoption:  
April 2, 2018

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
Jill Domingo  
City Clerk

\_\_\_\_\_  
Garrett Brown,  
Mayor

## Resolution #2018-10

### A RESOLUTION FOR THE ESTABLISHMENT OF NEIGHBORHOOD PLANNING COUNCILS WITHIN THE CITY OF ALBION, MI

**Purpose and Finding:** Residents of the City of Albion are seeking additional avenues for engaging with other residents in their neighborhoods and throughout their city. Neighborhood Planning Councils will provide opportunities for Albion residents to meet and discuss, plan, and find solutions to issues and opportunities impacting their neighborhood.

Council Member \_\_\_\_\_ moved, supported by Council Member \_\_\_\_\_, to approve the following resolution.

**WHEREAS** the Albion City Council recognizes the importance of groups such as Neighborhood Planning Councils in empowering residents to take action in their communities and providing venues for civic engagement; and

**WHEREAS** the Albion City Council recognizes the independence of each Neighborhood Planning Council to pursue the goals and actions determined by members of the Neighborhood Planning Council; and

**WHEREAS** members of the Albion City Council are committed to collaborating with the Neighborhood Planning Councils to improve the quality of Albion's neighborhoods, strengthen civic engagement, and foster strong working relationships between the Neighborhood Planning Councils and the City of Albion; and

**WHEREAS** the Albion City Council recommends that the newly formed Neighborhood Planning Councils adopt and use "The City of Albion Neighborhood Planning Council Bylaws Template" in the creation of their own bylaws;

**THEREFORE BE IT RESOLVED**, that the Albion City Council hereby acknowledges and approves of the creation of six (6) Neighborhood Planning Councils (one in each city precinct), to act as avenues for city residents, regardless of any age, identity, or ability, to find solutions to issues in their respective neighborhoods, and to also serve as conduits for advisory recommendations and ideas that pertain to issues of the City Council and other governmental decision-making bodies.

Date: April 2, 2018

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I certify that this resolution was adopted by the City Council of the City of Albion on April 2, 2018.

---

Jill Domingo  
City Clerk



## **City of Albion Neighborhood Planning Council Bylaws Template**

### **Purpose**

The purpose of these Bylaws is to provide the basic organizational structure and operating rules of each Neighborhood Planning Council (hereafter referred to as NPCs) in Albion. These Bylaws are meant to act as guidelines for each NPC, and may be modified to fit the needs of each NPC.

### **Article I. NAME**

The name of each organization shall be City of Albion Neighborhood Planning Council #X, with “X” being the precinct number the NPC is located in. They may also be referred to as NPC #X, or Precinct X NPC, or any other name the members of the NPC deem appropriate.

### **Article II. ROLES AND PURPOSE**

The purpose of these NPCs is to provide a medium for neighborhood residents to discuss and inform each other about neighborhood issues and concerns. Residents of the City of Albion are seeking additional avenues for engaging with other residents in their neighborhoods and their city. Neighborhood Planning Councils provide opportunities for Albion residents to meet and discuss, plan, and find solutions to issues and opportunities in their neighborhood.

These groups are not empowered by the City Council to exercise any governmental authority or perform any governmental function, and are advisory in nature. Each NPC should collectively reflect the interests of its members and neighborhoods, petitioning the City Council with requests, and providing the City Council and other governmental boards, commissions, and committees with recommendations.

### **Article III. MEMBERSHIP**

#### **Section 1. Qualifications for NPC Membership**

Any person residing in the NPC geographic area is qualified to be an NPC member. The geographic area of each NPC is defined using the boundaries of each city precinct. No NPC shall make any restrictions on membership relative to age, identity, or ability.

#### **Section 2. Holding Other City Offices**

Any NPC member who is also an elected governmental official may not be elected as an officer of an NPC. If an NPC officer chooses to run for elected governmental office, they shall be required to resign their NPC office. If said election is unsuccessful, they will be eligible for an NPC office position at the next election. If an NPC officer becomes an elected governmental official, they must then resign their position as an NPC officer, though they may still be a member of the NPC. This is to avoid the appearance of bias or prejudice, and does not preclude any NPC member from seeking information or clarification on any issue coming before the NPC.

## **Article IV. OFFICERS**

### **Section 1. Officers**

- (a) The officers of the NPC shall consist of a Chairperson, Vice-Chairperson, and Secretary, each of whom shall be elected by the NPC members and perform the duties prescribed by these Bylaws.
- (b) Youth officers, age 12 to 18, may be nominated and elected by NPC members and perform duties prescribed by these bylaws.
- (c) The NPC may elect such additional officers and prescribe the duties of those officers as needed.

### **Section 2. Duties of Officers**

- (a) The Chairperson shall preside at all NPC meetings, make sure that there is an agenda for each meeting, and perform any other duties that are established by custom for the office.
- (b) The Vice-Chairperson shall perform the duties of the office of the Chairperson when the Chairperson is unable to do so.
- (c) The Secretary shall give appropriate notice of all NPC meetings, prepare accurate and complete minutes, and attend to correspondence and perform such duties as ordinarily pertain to the office. The Secretary shall also provide the City Clerk and the City Council member of their precinct with NPC meeting notices and minutes.
- (d) The immediate past Chairperson may serve as an active or ex-officio member of the NPC, and act in an advisory role to the organization and its officers. They may perform the duties of the Chairperson, should both the Chairperson and Vice-Chairperson be unable to execute those duties.
- (e) Should an Assistant Secretary be deemed necessary or desirable, they shall be nominated and elected in the same manner as other NPC officers. This Assistant Secretary shall act in the absence of the Secretary and assist the Secretary when needed or requested.
- (f) Youth officers will engage other youth throughout the neighborhood on issues and events, will serve to aid the adult officers in their duties and to also lead youth officer reports at each NPC meeting.
- (g) Members of the Albion City Council may serve as ex-officio members of the NPC of the precinct which the Councilmember represents. They may not, however, be elected to positions as officers in the NPC.

### **Section 3. Election and Term of Office**

- (a) The NPC shall appoint a Nominating Committee, whose duty shall be to nominate candidates for the officer and youth officer positions at the Annual Meeting to be held at the beginning of the Operational Year. Additional nominations from the floor shall be permitted.
- (b) Each NPC may determine its own method of electing officers.
- (c) Elected officers shall assume office at the next regular meeting of the NPC following the Annual Meeting and hold office for a term of one (1) year.

#### **Section 4. Terms**

- (a) Officers shall serve a one (1) year term, or until their successor is elected. Officers may be re-elected at the end of their term.
- (b) Youth officers can serve six months or 12 months, whichever is preferred by the NPC depending on the availability of the youth nominees. Youth officers may be re-elected at the end of their term.
- (c) Except for the election of persons to fill an unexpired term, the terms of all elected officers shall commence with the first meeting of the operational year of the NPC.

#### **Section 5. Resignations and Vacancies**

- (a) An officer or youth officer desiring to resign from NPC Leadership shall submit their resignation to the NPC Secretary, who shall present it to the NPC for acceptance, and note such action in the minutes of the meeting.
- (b) A vacancy occurs when an NPC Officer no longer resides in the NPC geographic area of the NPC of which they are an officer.

#### **Section 6. Limitation**

No NPC member shall hold more than one NPC office at one time.

### **Article V. MEETINGS AND OPERATIONAL YEAR**

#### **Section 1. Operational Year**

The operational year for each NPC shall be the entire 12 month calendar. An operational year should be established by each individual NPC based on its own criteria and needs.

#### **Section 2. Date, Time, and Location of Regular Meetings**

Each individual NPC shall determine their own day, time, and location to meet, and do so regularly once per month, every month. This is to ensure maximum resident attendance and participation. Events like holidays, vacations, and building access may dictate schedule changes, which will be adopted by a majority of the NPC. Notice of changes in meeting days, times, and location must be posted within three (3) days after the meeting at which the change is made.

#### **Section 3. Right of Participation**

Any person shall be permitted to address a meeting of the NPC under the rules established by the NPC. No person shall be excluded from a meeting which is otherwise open to the public.

#### **Section 4. Michigan Open Meetings Act**

All meetings must be in compliance with, and meet the standards as adopted by, the Michigan Open Meetings Act.

#### **Section 5. Parliamentary Process**

Should a question of parliamentary process arise during an NPC meeting, the rules contained in the most recent edition of *Robert's Rules of Order* shall govern the meetings of the NPC. Other sources of parliamentary procedure may be substituted for *Robert's Rules of Order*, including,

but not limited to: *The Standard Code of Parliamentary Procedure*, *Modern Parliamentary Procedure*, or *Robert's Rules in Plain English*.

#### **Article VI. COMMITTEES**

In accordance with the City charter of Albion, there shall be no standing committees. Committees that are deemed necessary on an ad-hoc basis by the NPC may have committee members appointed by a two-thirds vote of the NPC members.

#### **Article VII. BYLAWS AMENDMENTS**

These Bylaws relative to meeting times and locations may be amended at any regular meeting of the NPC by a two-thirds vote of the NPC members. Other amendments must be passed via a two-thirds vote of the NPC members, after which the amendment(s) must be approved by a majority vote of the Albion City Council.

**March 2018**

**Resolution # 2018-11**  
**CITY OF ALBION**  
**RESOLUTION OF SUPPORT**  
**NORTH COUNTRY TRAIL ASSOCIATION “TRAIL TOWN” DESIGNATION**

City of Albion, Michigan.

WHEREAS, The City of Albion is in close proximity of the North Country National Scenic Trail;

WHEREAS, The North Country National Scenic Trail (North Country Trail) is one of eleven (11) National Scenic Trails in the country;

WHEREAS, the North Country Trail Association is the lead volunteer organization for developing and maintaining the North Country National Scenic Trail from New York to North Dakota for over 4,600 miles of hiking trail;

WHEREAS, such hiking trail provides a year-round source of pleasure and recreation to the North Country's citizens and visitors to the North Country;

WHEREAS, many of the citizens in and around the community of Albion and other visitors and citizens of the North Country National Scenic Trail are becoming more health conscious and are turning to hiking as one of the major forms of maintaining a healthy body;

WHEREAS, the community of Albion is an ideal destination for many of today's visitors to the North Country National Scenic Trail,

WHEREAS, Albion offers a variety of outdoor and cultural experiences to residents and visitors;

WHEREAS, available supporting services and facilities such as lodging and restaurants make Albion an outstanding heritage and nature-based tourism destination;

WHEREAS, casual walkers, day hikers, and weekend backpackers want to enjoy the North Country National Scenic Trail and the community of Albion can provide the gateway to their experience; and

WHEREAS, the City of Albion seeks to receive a formal designation as a Trail Town from the NCTA;

NOW THEREFORE, the City of Albion, Michigan, does hereby proclaim to be a NORTH COUNTRY TRAIL TOWN and commends the North Country Trail Association for its work in developing and maintaining the North Country National Scenic Trail and further encourages all residents of and visitors to take a hike on the North Country National Scenic Trail.

ATTEST:

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City Clerk

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Legislative Chief

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_,

---

SEAL.

**CITY OF ALBION**  
**Business Location Application**  
**Application for Mechanical Amusement Devices**

Business Name:	Albion College
Business Address:	611 E. Porter Street, Albion, MI 49224
Telephone:	(517) 629-0289
Owner Name or Company Representative:	Jerry L. White, VP Finance and Administration
Name of Your Mechanical Amusement Device Supplier:	B & B Vending Machine, Co.
Address:	616 Wheller Road, Coldwater, MI 49036
Telephone:	

**MECHANICAL AMUSEMENT DEVICES**

**NUMBER OF DEVICES**

Video Game:

Pool Table:

Pinball:

Mechanical Crane:

Other (Explain):

1  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL # OF DEVICES:**

1

MECHANICAL AMUSEMENT DEVICES:	1 <sup>st</sup> Device	\$ 75.00/year
	2-4 Devices	100.00/year
	5-9 Devices	250.00/year
	10 or more	500.00/year

**MUSICAL DEVICE**

**# MUSICAL DEVICES**

**ANNUAL FEE**

Juke Box

\$75/Device/Year

APPLICATION FEE:	Mechanical Amusement Device(s)	\$ 75.00
	Juke Box(s)	0.00
	<b>TOTAL DUE:</b>	<b>\$ 75.00</b>

AFTER ALL REQUIREMENTS OF THE CITY ARE MET, I REQUEST THE APPLICATION BE SUBMITTED TO THE ALBION CITY COUNCIL FOR THEIR CONSIDERATION.

Applicant's Signature: [Signature] Date: 1/8/18

Please remit necessary completed application with signature and fee to: City Clerk's Office, 112 W. Cass Street, Albion, MI 49224. **Make checks payable to: City of Albion**

City of Albion Use Only

DATE PAID: 1-16-18

CLERK'S SIGNATURE [Signature]

DATE APPROVED BY CITY COUNCIL: \_\_\_\_\_

LICENSE YEAR: April 1, 2018 to March 31, 2019

CITY OF ALBION  
 Date 01/16/2018 12:31:55 PM  
 Ref MECHANICAL AMUSEMENT DEVICE  
 Receipt 40100798  
 Amount \$75.00

**CITY OF ALBION**  
**Business Location Application**  
**Application for Mechanical Amusement Devices**

Business Name:	CASCARELLI'S TAVERN INC
Business Address:	116 S. SUPERIOR ST
Telephone:	517-429-3675
Owner Name or Company Representative:	
Name of Your Mechanical Amusement Device:	
Supplier:	
Address:	
Telephone:	

**MECHANICAL AMUSEMENT DEVICES**

Video Game:  
 Pool Table:  
 Pinball:  
 Mechanical Crane:  
 Other (Explain):

**NUMBER OF DEVICES**

1  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 1  
 \_\_\_\_\_  
 \_\_\_\_\_

**TOTAL # OF DEVICES:**

MECHANICAL AMUSEMENT DEVICES:	1 <sup>st</sup> Device	\$ 75.00/year
	2-4 Devices	100.00/year
	5-9 Devices	250.00/year
	10 or more	500.00/year

**MUSICAL DEVICE**

Juke Box

**# MUSICAL DEVICES**

1

**ANNUAL FEE**

\$75/Device/Year

APPLICATION FEE:	Mechanical Amusement Device(s)	\$ 100
	Juke Box(s)	\$ 75
	<b>TOTAL DUE:</b>	\$ 175

AFTER ALL REQUIREMENTS OF THE CITY ARE MET, I REQUEST THE APPLICATION BE SUBMITTED TO THE ALBION CITY COUNCIL FOR THEIR CONSIDERATION.

Applicant's Signature: James M. Casarelli Date: 12-30-17

Please remit necessary completed application with signature and fee to: City Clerk's Office, 112 W. Cass Street, Albion, MI 49224. **Make checks payable to: City of Albion**

City of Albion Use Only

DATE PAID: 1-19-18 CLERK'S SIGNATURE: [Signature]

DATE APPROVED BY CITY COUNCIL: \_\_\_\_\_

LICENSE YEAR: April 1, 2018 to March 31, 2019

CITY OF ALBION  
 Date 01/19/2018 1:05:37 PM  
 Ref MECHANICAL AMUSEMENT DEVICE  
 Receipt 40101032  
 Amount \$175.00



**CITY OF ALBION**  
**Business Location Application**  
**Application for Mechanical Amusement Devices**

Business Name:	Leisure Hour Club
Business Address:	211 Market Place
Telephone:	517 629 9710
Owner Name or Company Representative:	Eddie Baker manager
Name of Your Mechanical Amusement Device Supplier:	Duke Box
Address:	Sam @ Pioneer
Telephone:	517 437 1070

**MECHANICAL AMUSEMENT DEVICES**

**NUMBER OF DEVICES**

Video Game:  
 Pool Table:  
 Pinball:  
 Mechanical Crane:  
 Other (Explain):

_____
✓
_____
_____
_____
_____

**TOTAL # OF DEVICES:**

<b>MECHANICAL AMUSEMENT DEVICES:</b>	1 <sup>st</sup> Device	\$ 75.00/year
	2-4 Devices	100.00/year
	5-9 Devices	250.00/year
	10 or more	500.00/year

**MUSICAL DEVICE**

**# MUSICAL DEVICES**

**ANNUAL FEE**

Juke Box

1

\$75/Device/Year

<b>APPLICATION FEE:</b>	Mechanical Amusement Device(s)	\$ 75
	Juke Box(s)	\$ 75
	<b>TOTAL DUE:</b>	\$ 150.00

AFTER ALL REQUIREMENTS OF THE CITY ARE MET, I REQUEST THE APPLICATION BE SUBMITTED TO THE ALBION CITY COUNCIL FOR THEIR CONSIDERATION.

Applicant's Signature: Eddie Baker Date: 03-11-18

Please remit necessary completed application with signature and fee to: City Clerk's Office, 112 W. Cass Street, Albion, MI 49224. **Make checks payable to: City of Albion**

City of Albion Use Only

DATE PAID: 3-19-18 CLERK'S SIGNATURE: Jill Dominguez

DATE APPROVED BY CITY COUNCIL: \_\_\_\_\_

LICENSE YEAR: April 1, 2018 to March 31, 2019

CITY OF ALBION  
 Date 03/19/2018 3:30:51 PM  
 Ref MECHANICAL AMUSEMENT DEVICE  
 Receipt 40104588  
 Amount \$150.00

**CITY OF ALBION**  
**Business Location Application**  
**Application for Mechanical Amusement Devices**

Business Name:	Redbox Automated Retail, LLC		
Business Address:	110 S Eaton St., Albion, MI 49224		
Telephone:	630-756-8112		
Owner Name or Company Representative:	Melanie Bonner		
Name of Your Mechanical Amusement Device Supplier:	N/A		
Address:	1 Tower Ln, Ste. 900, Oakbrook Terrace, IL 60187		
Telephone:	630-756-8112		

**MECHANICAL AMUSEMENT DEVICES**

**NUMBER OF DEVICES**

Video Game: \_\_\_\_\_

Pool Table: \_\_\_\_\_

Pinball: \_\_\_\_\_

Mechanical Crane: \_\_\_\_\_

Other (Explain):

AVD Rental Kiosk

**TOTAL # OF DEVICES:**

1
---

<b>MECHANICAL AMUSEMENT DEVICES:</b>	1 <sup>st</sup> Device	\$ 75.00/year
	2-4 Devices	100.00/year
	5-9 Devices	250.00/year
	10 or more	500.00/year

**MUSICAL DEVICE**

**# MUSICAL DEVICES**

**ANNUAL FEE**

Juke Box

\$75/Device/Year

<b>APPLICATION FEE:</b>	Mechanical Amusement Device(s)	\$ <u>1</u>
	Juke Box(s)	
	<b>TOTAL DUE:</b>	\$ <u>75.00</u>

AFTER ALL REQUIREMENTS OF THE CITY ARE MET, I REQUEST THE APPLICATION BE SUBMITTED TO THE ALBION CITY COUNCIL FOR THEIR CONSIDERATION.

Applicant's Signature: Melanie Bonner Date: 2/21/18

Please remit necessary completed application with signature and fee to: City Clerk's Office, 112 W. Cass Street, Albion, MI 49224. **Make checks payable to: City of Albion**

City of Albion Use Only

DATE PAID: 2-26-18 CLERK'S SIGNATURE: Jill Domingo

DATE APPROVED BY CITY COUNCIL: 2/26/18

LICENSE YEAR: April 1, 2018 to March 31, 2019

CITY OF ALBION  
 Date 02/26/2018 2:09:45 PM  
 Ref PF00LER  
 Receipt 40103375  
 Amount \$75.00



**CITY OF ALBION**  
**Business Location Application**  
**Application for Mechanical Amusement Devices**

Business Name:	Family Fare, LLC d/b/a Family Fare #1992
Business Address:	850 76 <sup>th</sup> Street SW, Byron Center, MI 49315
Telephone:	616-878-2785
Owner Name or Company Representative:	Nancy Kimball, Sr. Paralegal
Name of Your Mechanical Amusement Device Supplier:	
Address:	
Telephone:	

**MECHANICAL AMUSEMENT DEVICES**

Video Game:  
 Pool Table:  
 Pinball:  
 Mechanical Crane:  
 Other (Explain):

**NUMBER OF DEVICES**

_____
_____
_____
_____
_____
_____

**TOTAL # OF DEVICES:**

1
---

MECHANICAL AMUSEMENT DEVICES:	1 <sup>st</sup> Device	\$ 75.00/year
	2-4 Devices	100.00/year
	5-9 Devices	250.00/year
	10 or more	500.00/year

**MUSICAL DEVICE**  
 Juke Box

**# MUSICAL DEVICES**

**ANNUAL FEE**  
 \$75/Device/Year

APPLICATION FEE:	Mechanical Amusement Device(s)	\$ 75.00
	Juke Box(s)	
	<b>TOTAL DUE:</b>	\$ 75.00

AFTER ALL REQUIREMENTS OF THE CITY ARE MET, I REQUEST THE APPLICATION BE SUBMITTED TO THE ALBION CITY COUNCIL FOR THEIR CONSIDERATION.

Applicant's Signature: Nancy L. Kimball Date: 1/3/2018

Please remit necessary completed application with signature and fee to: City Clerk's Office, 112 W. Cass Street, Albion, MI 49224. **Make checks payable to: City of Albion**

City of Albion Use Only

DATE PAID: 1-13-18 CLERK'S SIGNATURE: Jill Domingo

DATE APPROVED BY CITY COUNCIL: \_\_\_\_\_

LICENSE YEAR: April 1, 2018 to March 31, 2019

CITY OF ALBION  
 Date 01/04/2018 12:21:32 PM  
 Ref MECHANICAL AMUSEMENT DEVICE  
 Receipt 40100124  
 Amount \$75.00

CITY OF ALBION  
APPLICATION FOR COLLECTION OF COMMERCIAL GARBAGE LICENSE

Business Name:	City Star Services DBA Republic Services
Business Address:	14800 F Dr N Marshall MI 49069
Telephone:	269-590-0470
Name of Company Representative:	Jarrod Schultz
Local or Toll Free Telephone :	269-781-1165

PLEASE SUBMIT THE FOLLOWING:

- Copy of Performance Bond for \$5,000
- Copy of Proof of Insurance (\$300,000 minimum property damage)  
(\$300,000/\$500,000 public liability)
- \$75.00 Annual Fee

RATE SCHEDULE:

- Please attach to this application, a copy of the menu of services and prices in effect at the time of this application.

COMMERCIAL

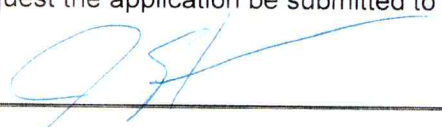
CUSTOMER LIST:

- Please attach to this application, a copy of your current commercial customer list for the City of Albion.

VEHICLE INFORMATION:

- Number of Vehicles Operated from the Location Listed Below: 47
- Location (Place) of Overnight Storage: 14800 F Dr N Marshall MI 49069

On behalf of the above business, I hereby agree to obey, abide by and comply with all provisions of the City of Albion's Ordinances contained in Chapter 66, Solid Waste, now in force, or as may be adopted, concerning the operation of a refuse business in the City of Albion. After all requirements of the City are met, I request the application be submitted to the Albion City Council for their consideration.

Applicant's Signature: 

Date: 1-30-18

Please remit necessary completed application with signature and fee to: City Clerk's Office, 112 W. Cass Street, Albion, MI 49224. **Make checks payable to: City of Albion**

City of Albion Use Only

DATE PAID: 2-15-18 CLERK'S SIGNATURE: 

DATE APPROVED BY CITY COUNCIL: \_\_\_\_\_

LICENSE YEAR: April 1, 2018 to March 31, 2019

CITY OF ALBION

Date: 02/15/2018 12:29:47 PM

Ref PEDDLER

Receipt 40102859

Amount \$75.00



CITY OF ALBION  
APPLICATION FOR COLLECTION OF COMMERCIAL GARBAGE LICENSE

Business Name:	Waste Management Inc.
Business Address:	4547 Wayne Road, Battle Creek MI 49037
Telephone:	616-292-8056
Name of Company Representative:	Scott Edema
Local or Toll Free Telephone :	

PLEASE SUBMIT THE FOLLOWING:

- Copy of Performance Bond for \$5,000
- Copy of Proof of Insurance (\$300,000 minimum property damage)  
(\$300,000/\$500,000 public liability)
- \$75.00 Annual Fee

RATE SCHEDULE:

- Please attach to this application, a copy of the menu of services and prices in effect at the time of this application.

COMMERCIAL

CUSTOMER LIST:

- Please attach to this application, a copy of your current commercial customer list for the City of Albion.

VEHICLE INFORMATION:

- Number of Vehicles Operated from the Location Listed Below:
- Location (Place) of Overnight Storage:

33

- NO CHANGE FROM 2017

4547 Wayne Road, Battle Creek MI 49037

On behalf of the above business, I hereby agree to obey, abide by and comply with all provisions of the City of Albion's Ordinances contained in Chapter 66, Solid Waste, now in force, or as may be adopted, concerning the operation of a refuse business in the City of Albion. After all requirements of the City are met, I request the application be submitted to the Albion City Council for their consideration.

Applicant's Signature: Scott Edema

Date: 1.2.2018

Please remit necessary completed application with signature and fee to: City Clerk's Office, 112 W. Cass Street, Albion, MI 49224. **Make checks payable to: City of Albion**

City of Albion Use Only

DATE PAID: 1-16-18 CLERK'S SIGNATURE: Julie Domingo

DATE APPROVED BY CITY COUNCIL: \_\_\_\_\_

LICENSE YEAR: April 1, 2018 to March 31, 2019

CITY OF ALBION  
APPLICATION FOR COLLECTION OF COMMERCIAL GARBAGE LICENSE

Business Name:	Granger Container Service
Business Address:	16980 Wood Rd Lansing MI 48906
Telephone:	517.372.2800
Name of Company Representative:	Angie Schwab - HR/Safety Coordinator
Local or Toll Free Telephone:	517.371.9731

PLEASE SUBMIT THE FOLLOWING:

- Copy of Performance Bond for \$5,000
- Copy of Proof of Insurance (\$300,000 minimum property damage)  
(\$300,000/\$500,000 public liability)
- \$75.00 Annual Fee

RATE SCHEDULE:

- Please attach to this application, a copy of the menu of services and prices in effect at the time of this application.

COMMERCIAL

CUSTOMER LIST:

- Please attach to this application, a copy of your current commercial customer list for the City of Albion.

VEHICLE INFORMATION:

- Number of Vehicles Operated from the Location Listed Below:

7

- Location (Place) of Overnight Storage:

2600 Lansing Ave - Jackson MI 49202

On behalf of the above business, I hereby agree to obey, abide by and comply with all provisions of the City of Albion's Ordinances contained in Chapter 66, Solid Waste, now in force, or as may be adopted, concerning the operation of a refuse business in the City of Albion. After all requirements of the City are met, I request the application be submitted to the Albion City Council for their consideration.

Applicant's Signature:

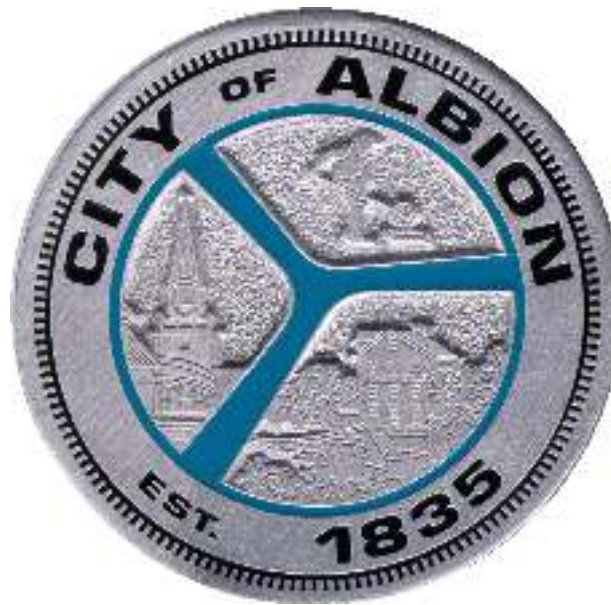
*Angie Schwab*

Date:

1.5.18

Please remit necessary completed application with signature and fee to: City Clerk's Office, 112 W. Cass Street, Albion, MI 49224. **Make checks payable to: City of Albion**

City of Albion Use Only		CITY OF ALBION
DATE PAID: 3-16-18	CLERK'S SIGNATURE: <i>J. Domingo</i>	Date 03/15/2018 4:45:44 PM
DATE APPROVED BY CITY COUNCIL:		Ref PEDDLER
LICENSE YEAR: April 1, 2018 to March 31, 2019		Receipt 40104473
		Amount \$75.00



## **CITY OF ALBION, MI**

### **CITY MANAGER EXECUTIVE SEARCH FIRM SERVICES Request for Qualifications**

**For more information contact:**

**Jill Domingo, Clerk  
112 W. Cass St.  
Albion, MI 49224**

**Phone: 517-629-7864  
Fax: 517-629-2238  
E-mail: [jadomingo@cityofalbionmi.gov](mailto:jadomingo@cityofalbionmi.gov)**

**CITY OF ALBION  
CITY MANAGER  
EXECUTIVE SEARCH FIRM SERVICES**

The City of Albion, Michigan is seeking proposals from qualified firms/providers to perform executive search services for the position of City Manager. The City of Albion will accept statements of qualifications from firms/providers interested in providing the requested services.

Statements of qualifications must be received by no later than 3:00 P.M. local time on April 25, 2004, at City Hall, Office Clerk, 112 W. Cass St., Albion, MI 49224.

Proposal documents are available by accessing the City's website at <http://www.cityofalbionmi.gov> or by contacting the Office of the Clerk at 517-629-5535.

Jill Domingo, Clerk

City of Albion, Michigan



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## **I. General Information**

The City of Albion, home to a diverse population of over 8,200 residents, takes great pride in its unique location in south-central Michigan. The city is situated at the confluence of the north and south branches of the Kalamazoo River, which made it a prime spot for settlement in 1833. In 1855, Albion was incorporated as a village and received its official charter as a city. Albion aims to operate its services so that its citizens receive the maximum benefit for each tax dollar they contribute. Albion's mission is to create a community that attracts and retains business, industry, investment and jobs. Albion embraces innovation and an entrepreneurial spirit to ensure residents the highest quality of life possible. Albion is home to Albion College and various manufacturing corporations. The City has a council-manager form of government, with a seven- member Council. The City government is made up of 12 departments. An organization chart is included for your reference. The City employs approximately 52 permanent employees.

The City of Albion staff delivers the following services to its citizens:

1. Police and Fire Protection
2. Wastewater Collection and Treatment
3. Water Treatment and Supply
4. Street Maintenance and Traffic Engineering
5. Municipal Planning and Zoning
6. Assessing
7. Cemetery
8. Recreation

## **II. Scope of Work**

### **A. Purpose:**

Assist the Mayor and Council to develop a candidate profile; advertise the position; directly solicit candidates; review initial candidates with the Mayor and City Council members; present a written report on background, strengths, accomplishments, video interviews, reference lists on each recommended finalist; facilitate final interview process with some suggested interview questions; coordinate psychological assessments; assist the City with negotiating a contract, coordinate all correspondence, travel arrangements, and record keeping; and conduct detailed professional reference checks on recommended finalists, if requested.

### **B. The City's Expectations:**

1. The City of Albion expects the successful respondent to develop a comprehensive position profile based upon information obtained in individual meetings with the City Council and other stakeholders as directed.

2. The City of Albion expects the successful respondent to review the current compensation and recommend changes, if necessary, based upon market and competitive conditions.
3. The City of Albion expects the successful respondent to develop a marketing strategy that utilizes professional contacts throughout the geographic area identified and supplement the candidate identification process through selected advertising, use of internet and direct solicitation of known desirable candidates.
4. The City of Albion expects the successful respondent to implement a screening process that narrows the field of candidates to those that most closely match the needs of the City, including discussing results of preliminary reference checks on top candidates. The extent of screening to be conducted by the respondent will be determined by the City Council.
5. The City of Albion expects the successful respondent to conduct personal interviews with the top candidates that meet the stated criteria, if requested.
6. The City of Albion expects the successful respondent to conduct criminal, driver's, credit and related background checks.
7. The City of Albion expects the successful respondent to deliver a product in the form of a search report that recommends the top group of candidates and provides the City with detailed information about their backgrounds and experience from interviews and other sources.
8. The City of Albion expects the successful respondent to assist during the final interview and the selection process, including developing suggested interview questions.
9. The City of Albion expects the successful respondent to assist, if requested, in negotiating a total compensation package with the desired candidate.
10. The City of Albion expects the successful respondent to assist in establishing a process for the recruitment, including a timeline for various actions during the recruitment process.

**C. City Responsibilities**

The Interim City Manager, the City Attorney, and the City Clerk will be available to assist in coordinating the RFQ process, including

scheduling meetings, facilitating interviews, providing recruitment information, benefit package for the selected candidate, etc.

### **III. Experience Requirements**

- A. Each respondent shall, within the past thirty-six (36) months have worked with a public entity like the City of Albion to conduct executive recruitments.
- B. Each respondent shall have, within the past twenty-four (24) months, placed at least one (1) executive candidate with a public governmental entity or other similar entity.

### **IV. Response Form and Content**

- A. *Title Page:*  
Indicate the proposal subject, name of firm, local address, telephone number, name of contact person, and date of submittal.
- B. *Introduction:*  
Briefly, introduce your firm, indicating whether the firm is local, regional, national or international. Provide a profile of the firm including, but not limited to, the approximate number of professional staff employed. Indicate the name of the person(s) who will be authorized to make representation for and to bind the firm, their titles, and telephone numbers.
- C. *Information Included in Response:*
  - 1. Briefly state your understanding of the work to be performed. Include, but do not limit your statement to, the specific items requested in *II. Scope of Work*.
  - 2. Describe the experience of the firm in the past thirty-six (36) months in performing similar services. Particular emphasis should be placed on recruitments performed for similar-sized municipalities.
  - 3. Describe your proposed strategy to complete the recruitment, including a general statement of the philosophy of the firm.
  - 4. Provide the names and telephone numbers of at least five (5) clients for whom your firm has worked. The City reserves the right to contact any additional individuals or firms to obtain information about the respondent.
  - 5. Indicate the names and titles, and include resumes, of the person(s) who will be working on this project. A response to this requirement should include all contact information such as telephone number, fax number, e-mail address and web address.
  - 6. Provide a detailed description of how the recruitment is to be conducted.
  - 7. Indicate any additional information for the consideration of your firm's qualifications for conducting this project.

8. Discuss the general nature and extent of benefits that the City of Albion is reasonably likely to experience as a result of these services.
9. Provide a copy of a previous position profile your firm has completed which you feel may have some similarities to the position with the City of Albion.
10. Provide a copy of a previous search report your firm has completed for another client similar to the City of Albion.
11. A non-binding general indication (or range) of the cost of the service.
12. A complete description of the fee structure of the firm. The fee structure shall be included in a separate sealed envelope. Only the fee structure envelope of the successful respondent will be opened.

## **V. Submission of Responses**

**A. *Acceptance/Rejection/Modification to Responses:***

The City of Albion reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive informalities or irregularities in a proposal or in the proposal process. The City reserves the right to split or to make the award in any manner deemed most advantageous to the City at its sole and exclusive discretion.

**B. *Economy of Preparation:***

Statements of Qualification should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the project.

**D. *Cost of Preparation:***

The City shall not be liable for any costs incurred by a respondent in preparing or submitting a proposal.

**E. *Ownership:***

Submitted materials become the property of the City and will not be returned.

**F. *Public Records:***

Submitted responses and any agreement or other documents become public records that are subject to review and copying by any person making an appropriate request for public records.

## **VI. Due Date**

Sealed proposal and ten (10) complete copies will be received at the Office of the City Clerk no later than 3:00 p.m., April 25, 2018. Proposals will not be accepted after this time. Proposals shall be addressed as follows:



Jill Domingo  
Office of the Clerk  
City of Albion  
112 W. Cass St.  
Albion, MI 49244

Each response shall be submitted in a sealed envelope prior to the time established for opening, and the envelope shall be marked with the title of the proposal and the proposal opening date. If submitted by mail, this envelope shall be enclosed in another envelope addressed to the City Clerk at the address specified above. If submitted other than by mail, it shall be delivered to the Office of the City Clerk. Proposals submitted by mail must be received in the Office of the City Clerk by the time specified herein for the opening thereof.

## **VII. Withdrawal from Consideration**

A respondent may withdraw its statement of qualifications at any time prior to the submission deadline by submitting a written request for withdrawal to Jill Domingo, City Clerk, City of Albion, 112 W. Cass St., Albion, MI 49224. The request for withdrawal shall be signed by the respondent or an authorized agent. Modifications offered in any manner, oral or written, will not be considered after the deadline.

## **VIII. Selection Process**

- A. The Mayor and Council shall review all statements of qualifications and evaluate them based upon, but not limited to, the following criteria:
1. Responsiveness of the proposal to the Request for Qualifications.
  2. Ability, capacity, and skill of the respondent to perform the services.
  3. Responses of the respondent's references.
  4. Methodology for conducting the recruitment.
  5. Experience of the respondent and individual members of the respondent's professional staff in performing similar services for public sector entities.
  6. The sufficiency of financial resources and ability of the respondent in performing the contract.
  7. The degrees of participation by qualified minorities within the firm and/or sub-contract with minority or women-owned business enterprises.
  8. The firm's capability to meet the Scope of Work.
  9. The qualifications of the supervisory personnel proposed for the project.
  10. Other information as may be required or secured.

11. The Mayor and Council shall review and evaluate all responses submitted to this Request for Qualifications. The Mayor and Council shall conduct a preliminary evaluation process of all proposals on the basis of information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the Committee.
12. The Committee will first review each proposal for compliance with the minimum of qualifications and mandatory requirements for the Request for Qualifications. Failure to comply with any mandatory requirements may disqualify a proposal. The Committee may request one or more respondents to interview by telephone or in person.
13. The Mayor and Council will review alternative proposals, and may recommend a proposal from more than one Respondent.
14. The Mayor and Council will select a candidate. The recommended respondent(s) should be available to engage in a conference telephone call or attend a City Council meeting, or both, to respond to questions from the Council.
15. The Mayor and Council shall notify unsuccessful respondents in writing.

## **IX. Conditions of Responses**

- A. *Late Statements:*  
Statements of Qualifications received by the City after the time specified for receipt will not be considered. Respondents shall assume full responsibility for timely delivery of the statement to the location designated for receipt.
- B. *Completeness:*  
All information required by the Request for Qualification must be supplied to constitute a legitimate statement of qualifications.
- C. *Opening:*  
All Statements of Qualifications will be publicly opened at the time and place specified and will be made available for public inspection. A listing of firms or individuals submitting such statements will not be made available until after the opening deadline.
- D. *Award Presentation:*  
Subject to agreement negotiation, the Mayor and Council will recommend one of the proposals, or will reject all proposals within sixty (60) calendar days from the opening.

*E. Statement of Qualifications Clarification Request:*

During the period of evaluation, the City shall have the right to request clarification from the respondents. If any such respondent fails to respond to such a request within five (5) business days from the date of the request, the City shall have the right to reject the proposal.

*F. Oral Presentations:*

After all responses have been evaluated, the Mayor and Council may require representatives of one or more of the respondents to appear and present before the Committee in Albion, Michigan, for the purpose of making a final evaluation and recommendation.

*G. Completion of Project*

It is the City's goal to have this project completed within six (4) to ten (8) months.

*H. Contract Development:*

If the City selects a firm, City staff will conduct contract discussions and negotiations with the apparent successful respondent. This Request for Qualifications and the respondent's successful statement will be an integral part of the contract, but may be modified by the provisions of the contract. Respondents must be amenable to including in the contract any information provided either in response to this Request for Qualifications or other requested information. A draft Agreement for Professional Services is attached as Appendix A. Please note Section VI. of the draft agreement relating to costs and payment.

*I. Competition:*

It is the City's intent that this Request for Qualifications permit competition. It shall be the respondent's responsibility to advise the City, in writing, if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this Request for Qualifications to a single source. Such notification must be received by the City no later than five (5) calendar days prior to the date set for acceptance of proposals.

## APPENDIX "A"

### **AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Albion, Michigan, whose address is 112 West Cass Street, Albion, Michigan 49224, hereinafter referred to as the "City" and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "Consultant", is for professional services.

WHEREAS, the City desires to retain a professional consulting firm to provide services for the recruitment of a new City Manager; and

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

#### **ARTICLE I - SERVICES**

Consultant agrees to diligently perform in a professional and workmanlike manner the services required to conduct an executive search for qualified candidates to fill the position of City Manager for the City of Albion. Such services shall include, but not be limited to, the requirements enumerated in Section II., Scope of Services, of the City's Request for Qualifications.

#### **ARTICLE II - AGREEMENT DOCUMENTS**

The services rendered by Consultant shall be in conformance with the terms of this Agreement, City's Request for Qualifications (RFQ) which is incorporated herein by reference and attached hereto as "Appendix A", and Consultant's response attached hereto as "Appendix B". If the provisions of any Agreement document conflict with the provisions of any other Agreement document, either specifically or as to intent, the provision which allows the strictest construction shall control.

#### **ARTICLE III - AGREEMENT TIME**

This Agreement becomes effective on the day and year last shown below. Work shall commence no later than one (1) week from the Agreement date. The search shall be deemed

completed when the successful candidate begins employment as City Manager for the City of Albion.

Both parties shall have the right to terminate this Agreement upon ten (10) days' prior written notice by Certified Mail, Return Receipt Requested, to the address mentioned above. Upon termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

#### **ARTICLE IV - GENERAL CONDITIONS**

1. The Consultant shall observe and comply with all federal, state, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

2. The Consultant shall prosecute the work in a diligent and timely manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift, or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

6. Possession of working papers, project reports, and other materials produced in connection with this Agreement shall be retained by the Consultant. Consultant shall provide copies for City of such records upon request. All information provided by the City of Albion to Consultant shall remain confidential. All candidate information provided to the City of Albion shall remain confidential. However, Consultant understands and agrees that the City of Albion is a public governmental body, and as such, any records in the possession of the City may be open to the public. Consultant understands and agrees that City shall not be liable for the release of any such records as required by law.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable



amendment or change order signed by an authorized representative of City and the President or Vice-President of Consultant.

## **ARTICLE V - RESPONSIBILITIES**

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.
2. Maintain the confidentiality of any information designated as confidential by the City of Albion.
3. Consultant will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional recruitment practices. If Consultant fails to meet the foregoing standards, Consultant will perform at its own cost, and without additional reimbursement from City, the professional recruitment services necessary to correct errors and omissions caused by Consultant's failure to comply with above standards and reported to Consultant within one (1) year from the completion of Consultant's services for this Project. No warranty, express or implied, is included in this Agreement except as provided below.
4. In no event will Consultant be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of the City, or governmental fines or penalties.

The City shall:

1. Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant.
2. Ensure access to City facilities, personnel, and information, as requested by Consultant.
3. Maintain the confidentiality of all candidate information provided to the City by the Consultant to the extent provided by law.

## **ARTICLE VI - COSTS AND PAYMENTS**

The City will be billed by invoice for professional time and services provided by Consultant in an amount not to exceed \_\_\_\_\_ (\$XXX) to be remitted as follows: (a) one-third (1/3<sup>rd</sup>) of the amount will be due upon the execution of this

Agreement; (b) one-third (1/3<sup>rd</sup>) of the fee will be due within thirty (30) days after execution of this Agreement; and (c) the final one-third (1/3<sup>rd</sup>) of the fee will be due upon the completion of hiring a candidate or within ninety (90) days of the date first written below. The City also agrees to pay out-of-pocket expenses incurred by the Consultant or candidates, upon the condition that the City has given written approval of said expenses before they are incurred.

#### **ARTICLE VII - WARRANTY**

In the event that any candidate referred by Consultant begins employment and for which a professional fee is paid in accordance with Article V of this Agreement, and is thereafter discharged, terminated, or voluntarily quits said employment within one (1) year of his/her start date, Consultant agrees to search for a replacement candidate or search for a candidate for a different position for the City of Albion at no additional fee.

#### **ARTICLE VIII - INDEMNIFICATION AND INSURANCE**

The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

The Consultant shall maintain workers' compensation insurance as required by Michigan law, and shall maintain a policy of general liability insurance.

#### **ARTICLE IX - MISCELLANEOUS**

1. CHOICE OF LAW. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Michigan and venue for litigation between the parties shall be solely and exclusively in Calhoun County, Michigan.

2. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

3. ENTIRE AGREEMENT. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

4. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

5. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

6. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

7. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FOR THE CONSULTANT

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Attest:

---

Secretary

FOR THE CITY

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Scott Kipp,  
Interim City Manager

Attest:

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Jill Domingo, City Clerk

APPROVED AS TO FORM:

---

Cullen Harkness, City Attorney





## Jill Domingo

---

**From:** Krista Trout-Edwards <kedwards@calhouncountymi.gov>  
**Sent:** Monday, March 26, 2018 1:37 PM  
**To:** Sheryl Mitchell  
**Cc:** Jill Domingo; Scott Kipp; Brian Wensauer; 'Andrew Freund'; Amy Rose Robinson  
**Subject:** RE: Union Steel update

Hi All,

The CCLBA is submitting this property to the EPA for consideration under our brownfield grant. Before we can move forward with a plan for demolition, we need additional information regarding the environmental issues at the site. The EPA grant will cover the costs of those assessments. As we did with Dalrymple, we may also need to create a Due Care Plan for demolition. I think it goes without saying that we do not currently have the money to demolish the building, and that traditionally, there have not been demolition grants for industrial sites.

In the meantime, the CCLBA has priced out new, permanent fencing (with barbed wire) for the area near the collapse as well as the area where the cats are being fed. We are also installing 9 signs around the building that read, "Danger, Stay Clear, Keep Out, May Cause Serious Injury or Death." This work has to be coordinated with the EPA work because we cannot install the permanent fence until after we have taken samples for the environmental tests. We are working on a timeline for this, and can let you know when that is ready. The overall costs for the safety improvements is \$5800.

The other thing we've been working on is a strategy for a neighborhood meeting. This property falls on the boundary between precincts two and four (and just south of #1 and #5), and the last meeting we attended was just for #4. Andrew (our VISTA) has been in contact with the other VISTAs about the NPC work and definitions of neighborhoods. We don't have a good handle on what residents think the neighborhood is here, and since the site falls on the border of the precincts our next meeting should have an expanded invite list. Ideally, we would hold some neighborhood meetings to share information and get input on the site with the goal of helping us seek funds for demolition.

I could likely attend a meeting during the day on April 2, but am not available that evening.

Krista

KRISTA TROUT-EDWARDS  
Executive Director 269.781.0859ph



315 W Green St, Marshall MI 49068  
[calhounlandbank.org](http://calhounlandbank.org)

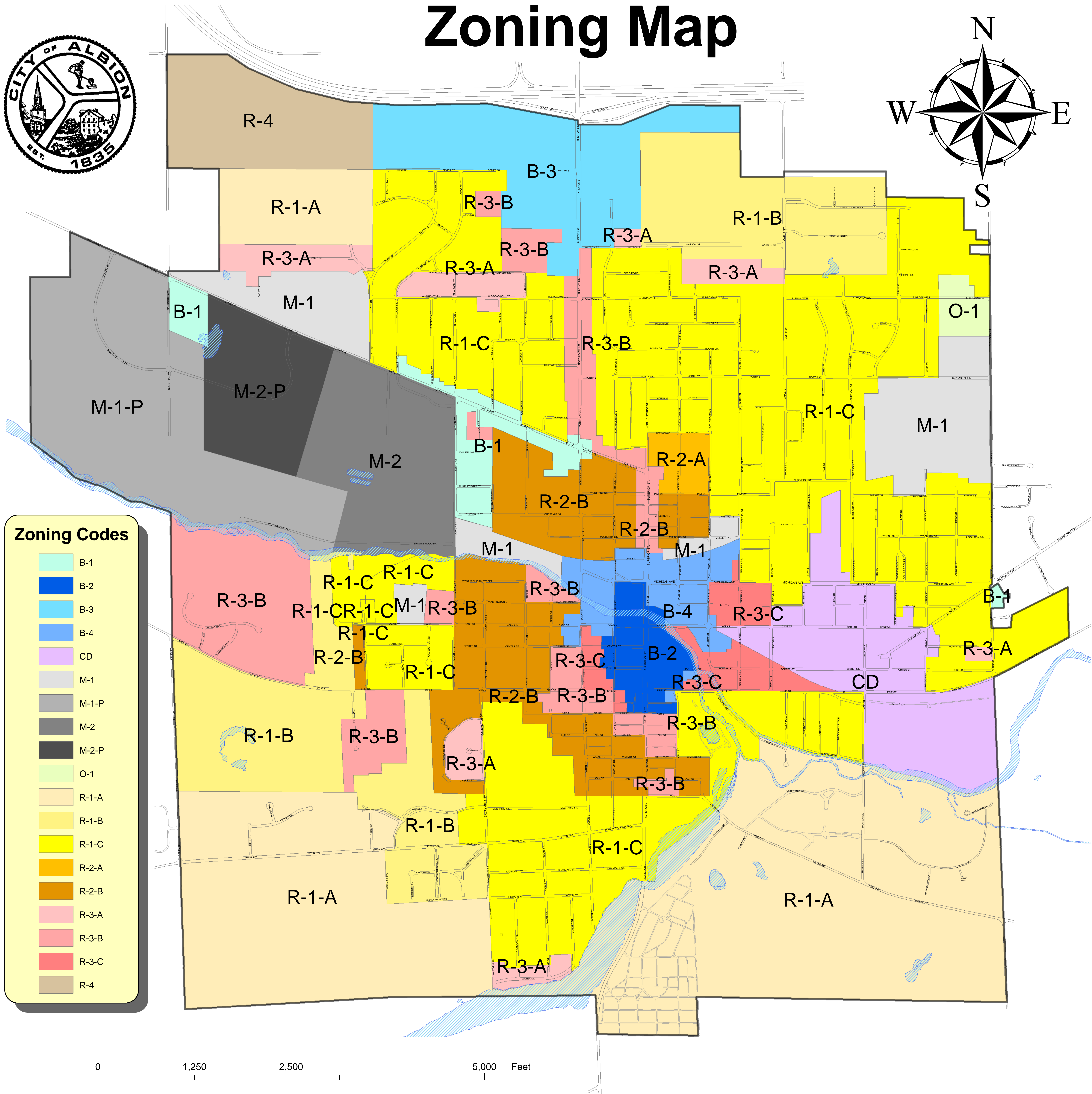
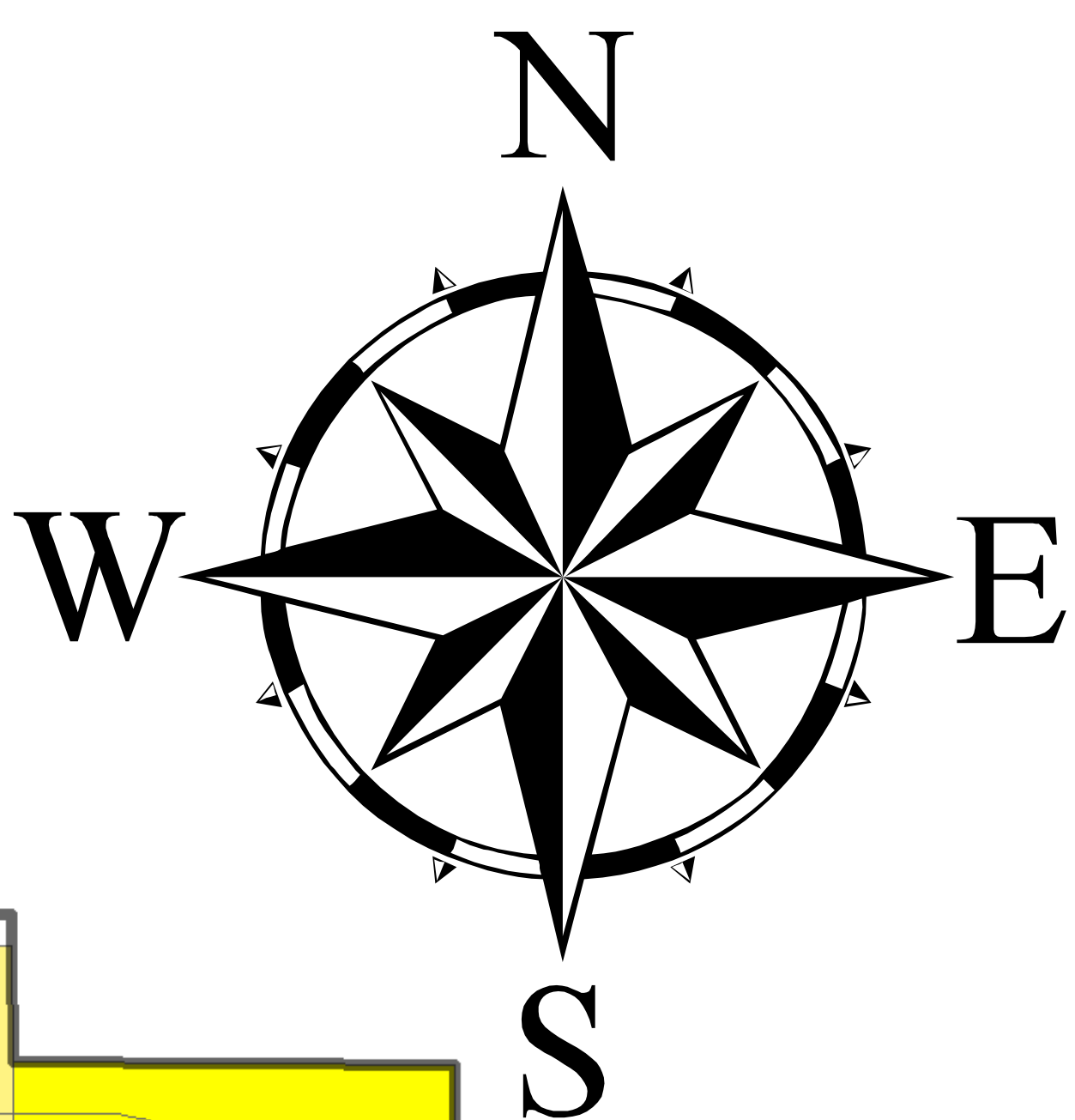
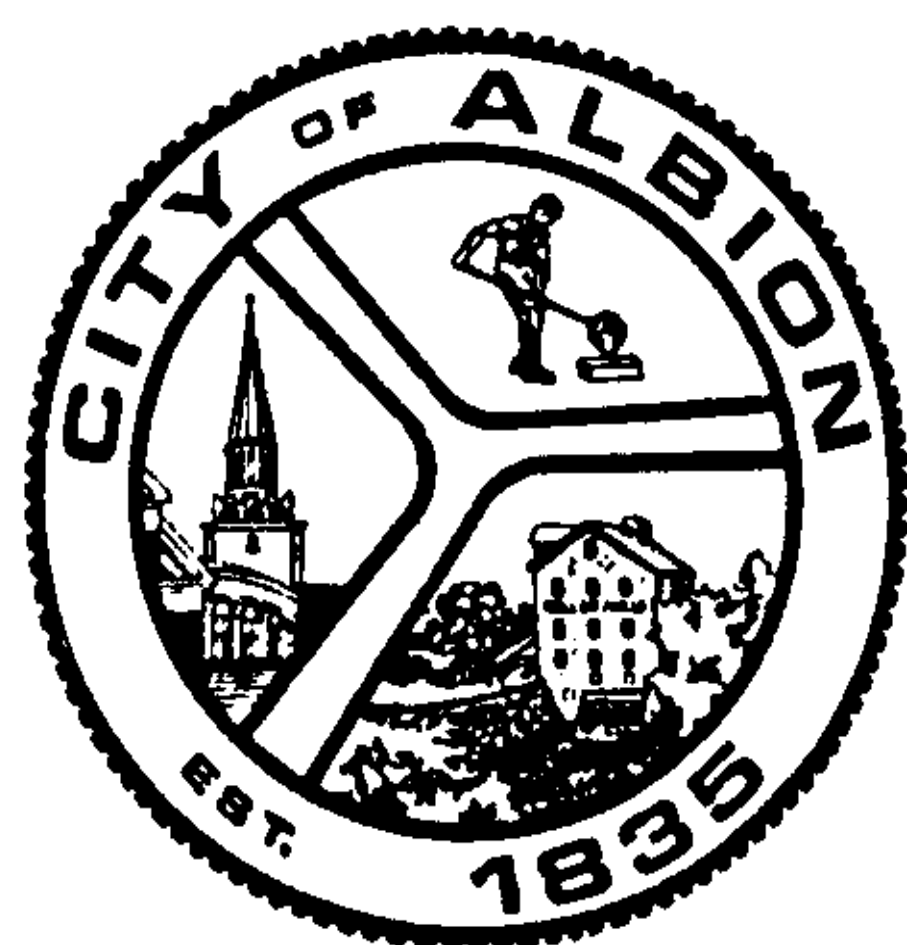


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# Zoning Map





## MEMORANDUM

TO: Scott Kipp, Director of Public Safety

FROM: Cullen C. Harkness, City Attorney

CC: Albion City Council

RE: Interim City Manager Position / Employment Terms

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Please consider this memorandum as formal notice of the terms of your employment with respect to the Interim City Manager position, your compensation for the same, and all responsibilities related thereto.

Pursuant to Albion City Ordinance 2-58, while you hold the office of Interim City Manager, you will have all the responsibilities, duties, functions, and powers of the City Manager. As such, you will be the chief administrative officer of the city. You will be responsible for the supervision of the administrative departments of the city and also be responsible for appointing administrative officers other than the City Attorney and members of city boards and/or commissions. You will further have the supervision of and the responsibility for all administrative departments of the city as well as the responsibility to implement all matters in the city personnel policy as it relates to city personnel. Furthermore, you shall:

- A. Be responsible to the City Council for the efficient administration of all administrative departments of the city government;
- B. Recommend to the City Council for adoption of such measures as the manager may deem necessary or expedient and attend city council meetings with the right to take part in discussion, but shall not have the right to vote;
- C. Exercise and perform all administrative functions of the city that are not opposed by law, the city charter, or ordinance, upon some other official;
- D. Enforce all ordinances except as otherwise provided;
- E. Appoint the Emergency Preparedness Coordinator;
- F. Compile the annual budget proposal of the city and administer the annual budget;
- G. Perform such other duties as may be prescribed by ordinance or by direction of the city council;

With respect to compensation while holding the position of interim city manager, given that you will occupy the office for a period of time in excess of five (5) days, pursuant to

Albion City Ordinance 2-58, and with the consent of the city council, your compensation for this position will be the sum of one thousand (\$1,000.00) dollars per week. This compensation shall be effective March 27, 2018. This compensation will be in addition to any compensation and benefits you are presently receiving as Chief of Public Safety. Payments made to the Interim City Manager pursuant to this memorandum shall be at regular interval and on the same schedule as other city employees.

The Interim City Manager may, at his election, and after consultation with the City Council, reduce his compensation to eight hundred (\$800.00) dollars per week. The remaining two hundred (\$200.00) dollars per week shall then be paid to the Assistant City Manager.

Additionally, while performing the duties of Interim City Manager, you will at all times concurrently remain the Director of Public Safety and any and all authority associated therewith. Furthermore, once a permanent City Manager is selected, this agreement shall terminate and you shall return to your position as Chief of Public Safety. The termination of this agreement shall not in any way affect your employment agreement for the position of Chief of Public Safety.

The Albion City Council is appointing you to this position to perform the duties of City Manager until a permanent City Manager can be located and approved by the City Council. As such, there is not set duration for which you will occupy the position of Interim City manager, however, the council will be moving expeditiously in the process to locate a permanent City manager.

The parties herein further agree that nothing in this memorandum shall alter or change the at-will employment status of the Interim City Manager.

In signing this memorandum all parties herein agree that this memorandum encapsulates all the agreements made between the Interim City manager and the Albion City Council regarding the Interim City Manager position. The parties herein further agree that each party has had sufficient time to review the terms of this memorandum.

This memorandum may not be modified except in writing and signed by the parties herein.

This memorandum shall be interpreted under the laws of the State of Michigan. Any and all disputes arising out of this memorandum shall be exclusively litigated in the courts for the County of Calhoun, State of Michigan.

\_\_\_\_\_  
Garrett Brown, Mayor

Dated:\_\_\_\_\_

\_\_\_\_\_

Dated:\_\_\_\_\_

Jill Domingo, Clerk

\_\_\_\_\_  
Scott Kipp, Interim City Manger

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cullen Harkness, City Attorney

Dated: \_\_\_\_\_



INFORMATION  
ONLY

# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
1 Retain and attract jobs to Albion by supporting business growth, development, and attraction					
Encourage broader participation with local stakeholders (public, private, non-profit, higher education, civic, and business) in the formulation of Albion's economic diversification strategy	1-3 years	EDSP was adopted on November 2, 2017. The EDC continues to circulate the plan among potential businesses, community groups, and community partners.	A Steering Committee has been established for the Economic Development Strategic Plan (EDSP) and is meeting 7/24 to determine goals and objectives for the EDSP.	The AEDC has developed a Strategic Direction that will be fleshed out into a full plan by 9/30/2017.	City of Albion AEDC
Work with the EDC to strengthen Albion's workforce development network and connect Albion's talent base with employment opportunities (e.g. partnering with Michigan Works, Albion College Career & Internship Center, etc.)	1-3 years	AEDC hosted a job fair on 12/14/17 with over 100 attendees and 12 employers. All attendees were required to attend one the three job preparation workshops hosted by AEDC, which partnered with Michigan Works, Albion College, AmeriCorps VISTA, Kellogg Community College, and Charitable Union.	9/2017: Identifying partners to participate in Workforce Development Action Team. Scheduling meeting in the next few weeks.	Working with MDOT on summer youth employment program. AEDC Partner with Michigan Works on workforce assistance programs and resources.	City of Albion AEDC
Continue support for programs and initiatives that foster entrepreneurship (e.g. promote Albion business incubators and encourage entrepreneurship among all segments of the population, including minorities, women, youth)	1-10 years	Funding from the SBDC for one-on-one business planning/counseling has run out but the EDC is working with them to continue that service here.		AEDC has sponsored a series of small business and entrepreneurial workshops for 2017. AEDC partners with SBDC for free 1 on 1 counseling in Albion.	AEDC
Work closely with the Albion EDC, Chamber and other partner entities to support local businesses with a proactive business retention and development strategy	1-3 years	ALBION has entered into Memorandum of Understanding with the State MEDC to participate in Project Rising Tide.	Chamber of Commerce has sponsored a series of email marketing courses for local business owners. 9/2017: Working with EDC on Economic Dev. Strategic Plan	AEDC has sponsored a series of small business and entrepreneurial workshops for 2017. AEDC implemented a Business Retention calling program.	City of Albion AEDC Greater Albion Chamber

# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
Work with the Albion EDC, businesses, developers, and others to encourage reuse and redevelopment of brownfield sites	1-10 years		AEDC is working on the EDSP <b>9/2017: Study Session with Council on 9/25 to discuss 425 property</b>	The City and AEDC are planning a public input mechanism and programming for brownfield sites in Albion.	City of Albion AEDC / BRA
Highlight the progress of Albion's economic development strategy within the framework of the City's comprehensive marketing strategy	1-10 years	<b>Chamber has now taken over the city's marketing efforts. Will begin working on a comprehensive marketing strategy by summer.</b>	Marketing Committee has reached out to Black Lab Five in Kalamazoo to develop brand and website templates for Chamber of Commerce	Marketing Committee has been organized to begin marketing strategy.	City of Albion AEDC
Take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community	1-2 years	<b>See RRC QPR 4</b>	See RRC QPR 3	See RRC QPR 1 and 2	City of Albion AEDC
<b>2 Deliver high-quality municipal services that improve the quality of life in Albion</b>					
Take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community	1 - 2 years	<b>See RRC QPR 4</b>	See RRC QPR 3	See RRC QPR 1 and 2	City of Albion AEDC
Develop/formalize a Public Services Plan to determine needed enhancements in city administration, public safety, community health, and overall municipal services.	1 - 5 years			SAW Grant in process. CIP created and approved by Planning Commission on 3/21/2017. Adopted by City Council on 4/3/17.	City of Albion -Public Safety -Dept. Public Services
Develop a Capital Improvements Plan to enhance and maintain quality technological and physical infrastructure. Infrastructure includes: Roads and sidewalks; parking; water, sewer, and storm sewer utilities, dam and millrace removal	1 year	<b>COMPLETED</b>	<b>COMPLETED - should begin update in fall 2017</b>	<b>COMPLETED</b> Capital Improvements Plan 2017-2022 drafted by Planning Commission on 3/21/2017. Adopted by City Council on 4/3/2017	City of Albion Planning Commission <b>COMPLETED</b>
Evaluate and implement appropriate fiber optic communications and other emerging technology infrastructure in order to address the current and future needs of the community's diverse array of stakeholders	1 - 5 years	<b>Albion College students presented to City Council on 11/6/2017 regarding proposed technological improvements for the City</b>	<b>9/17 - meetings with providers to identify alternatives/options</b>	Initial conversations with MERIT regarding downtown fiber optic network. Also written into AmeriCorps VISTA position description with AEDC.	City of Albion

# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
<b>3 Achieve consistency between the existing zoning code and the City's long-term goals for housing, commercial, and industrial development</b>					
Evaluate and implement changes in the zoning code and map that are necessary to achieve desired land use patterns and align with the goals of the Comprehensive Plan	1 - 2 years	The City hired a consultant from NEMCOG to help rewrite the zoning ordinance, which is expected to be completed by end of 2018.	Public input event drew in approx. 150 people who gave input on future land use	Written into AmeriCorps VISTA position description for July '17 - June '18.	City of Albion -Planning, Bldg, Code Albion EDC
Adopt and update standards in the zoning ordinance to improve non-motorized transportation and promote and encourage green infrastructure	1 - 2 years	The City hired a consultant from NEMCOG to help rewrite the zoning ordinance, which is expected to be completed by end of 2018.	9/2017 - working with EDC and MEDC to identify consultant to assist with zoning rewrite		City of Albion -Planning, Bldg, Code Albion EDC
Take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community	1 - 2 years	See RRC QPR 4	See RRC QPR 3	See RRC QPR 1 and 2	City of Albion -Planning, Bldg, Code Albion EDC
<b>4 Strengthen and beautify Albion's neighborhoods</b>					
Develop and implement a neighborhood revitalization strategy to eliminate blight, improve public safety and environmental health, and strengthen residential areas as well as former industrial sites that are in close proximity to neighborhoods	1 - 10 years	EDC is encouraging the City to explore Neighborhood Enterprise Zones (NEZ's)	9/2017: Working with Vista members to establish Neighborhood Planning Councils	Adopted Community Development Plan 4/3/2017	City of Albion AEDC CCLBA
Work with private and nonprofit housing developers and others to encourage infill forms of development and the redevelopment of vacant, underutilized and brownfield sites	1 - 10 years	EDC is working closely with Albion Housing Initiative to identify the types of housing seniors want in the community and focusing in mixed-income, intergenerational developments. EDC has 2 potential private housing developers and is working with MSDHA to identify tax incentives for developers in Albion to do mixed-income housing.	Public input event drew in approx. 150 people who gave input on brownfield sites		City of Albion AEDC

# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
Expand, diversify and market housing options to meet the needs of residents of varying life stages, life styles and income levels (e.g. Senior/retirement living, College corridor neighborhood, downtown lofts, affordable and low income housing, etc.)	1 - 10 years	See above			City of Albion AEDC DDA
Develop and implement a certification/registration program for rental and vacant properties	1 - 2 years			Draft ordinance developed. Next step: work with Landlord Association to draft final version.	City of Albion - Planning. Bldg., Code/CM - City Council - Planning Commission
Identify neighborhood groups who can serve as ambassadors and champions for their respective areas	1 - 3 years	VISTA members working on establishing Neighborhood Planning Council and signing up residents who are interested in getting involved	9/2017: Working with Vista members to establish Neighborhood Planning Councils	Written into AmeriCorps VISTA position description for July '17 - June '18.	City of Albion AmeriCorps VISTA AEDC
Highlight progress and achievements as part of the City's comprehensive marketing strategy	1 - 10 years	Marketing strategy has been turned over to the Chamber of Commerce	9/2017: Working with Branding Committee on comprehensive marketing plan	Marketing Committee has been organized to begin marketing strategy.	AEDC City of Albion Greater Albion Chamber & Visitors Bureau Albion College Local media & social media outlets
5 Stabilize the downtown, enhance its historic character, and support its economic growth					
Find creative ways to increase the number of Downtown Development Authority (DDA) initiatives	1 - 3 years				DDA City of Albion AEDC
Explore the establishment of a Local Historic District study committee	1 year		9/2017 - Planning Commission recommended; council adopted resolution; filling positions	Planning Commission discussed the creation of a Local Historic District study committee on 9/20/16.	Planning Commission City of Albion
Analyze and evaluate the City's parking situation and create a plan for improving parking management and balancing parking space supply with demand	1 - 3 years		9.2017: Obtain USDA grant to partially fund development of parking lot on Ash St.		DDA City of Albion AEDC Downtown Businesses



# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
Maintain a robust nonprofit sector, while monitoring the balance between nonprofit and revenue generating development in the downtown district, in order to expand and build the tax base	1 - 3 years			Current for-profit developments and new businesses in the downtown district: Albion Malleable Brewing Co., Courtyard Hotel, Brown's Home Furnishings, Yesterdays News, and others. The Bohm Theatre has expanded and added a second screen so that it can offer more movie showings and live programming.	DDA City of Albion
Attract commercial development to the downtown that will serve the needs of the community and complement the existing mix of businesses (e.g. restaurants, retail, entertainment, etc.)	3 - 5 years	AEDC has been circulating the "Big Albion Plan" and the EDSP which has already attracted businesses to the downtown and continues to generate interest and has made Albion part of businesses' long-term plans		AEDC defined a commercial business development process. AEDC partners with SBDC to offer free 1 on 1 business counseling in Albion.	AEDC City of Albion Greater Albion Chamber
Continue to create incentives and attractions for residents, college students and tourists to visit the downtown (e.g. Hotel, Bohm Theater, Kids N Stuff, the Ludington Center)	1 - 5 years	City and Greater Albion Chamber partnered to host Albion Aglow Parade & Downtown Open House on 12/1/17 to encourage residents and visitors to visit downtown businesses			Greater Albion Chamber & Visitors Bureau Albion College DDA AEDC City of Albion
Highlight progress of downtown development efforts within the context of the City's comprehensive marketing strategy	1 - 10 years			Stakeholders group formulating community-wide marketing strategy. Led by AEDC.	AEDC City of Albion Greater Albion Chamber & Visitors Bureau Albion College Starr Commonwealth Marshall Public Schools

6 Support and strengthen a Pre K-16 education system for the community

# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
Continue joint meetings with Marshall Public Schools, Albion College, other area schools and community partners to assess, document and support a comprehensive, "post-annexation" K-16 education strategy	ongoing			Dr. Randy Davis , Superintendent for Marshall Public Schools made presentation to City Council on 3/20/2017. MPS establishing a Community Advisory Committee. City Council extended an invitation for a meeting with MPS.	City Council Marshall Public Schools Albion College
Strengthen and promote City programs (summer and after school tutoring, the arts, recreational programs, etc.) that support youth in and around Albion	1 - 5 years	Recreation Department and MPS partnering on Albion Recreation Center, located in the Marshall Opportunity High School		Meeting held 3/23/2017 with organizations that hold summer youth programs to coordinate activities and promote events. Next meeting scheduled for 4/27/2017.	Albion College - Virginia Kivel - Suellen Henke City of Albion - Recreation Dept. AmeriCorps VISTA 4-H / Creative Arts Big Read Albion District Library Harrington Elem. School Bohm Theatre White House Nature Center Harry Bonner
Utilize Albion College and other institutions of higher education to support college preparation and access. Strengthen the Albion College Access Network.	1 - 3 years			MPS partnership with KCC for early college program has been brought to Albion through the annexation.	Albion College Harry Bonner - College Access KCC
Highlight progress and successes in the educational arena as part of the City's comprehensive marketing strategy	1 - 10 years			Marketing Committee led by AEDC is working to create comprehensive marketing strategy.	Marshall Public Schools Albion College KCC City of Albion

# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
<b>7 Build capacity and a network of organizations and services to address poverty and meet the needs of residents who cannot afford basic services</b>					
Update comprehensive community needs assessments and asset maps to identify assets and determine needs	1 - 2 years	AEDC used this information for the job prep events and job fair.	9/2017 Community Needs Assessment completed by Vista members	Community Marketing Strategy group developed asset map. AmeriCorps VISTA conducting Community Needs Assessment survey 3/31/2017.	AEDC AmeriCorps VISTA City of Albion Community Marketing Strategy group
<b>8 Improve Albion's transportation network to accommodate and promote various modes, including walking, biking, automobiles, passenger rail and public transportation</b>					
Develop a motorized public transportation plan working in conjunction with the Calhoun County Transit system, Albion-Marshall Connector and other strategic partners	1 - 5 years	Council approved 3 year agreement with City of Marshall to fund operations of the Albion Marshall Connector, with other partners until a county wide transit system can be proposed to voters	9/2017: Meeting being scheduled with partners regarding sustainable transportation options and funding. Regional study underway.	City Manager met with new director of Albion-Marshall Connector. Meeting scheduled with MDOT to ID funding options. Calhoun County is seeking grant funding to conduct feasibility study for a county-wide transit system.	City of Marshall City of Albion Albion-Marshall Connector Calhoun County
Develop a non-motorized travel plan	1 - 5 years			Written into AmeriCorps VISTA position description for July '17 - June '18.	City of Albion
Encourage walking, biking and other recreation by strengthening Albion's non-motorized trail network within the city as well as its connections with the region's non-motorized network (e.g. Iron-Belle Trail, North Country Trail, Kalamazoo River Water Trail, etc.)	1 - 3 years	MDNRTF acquisition was approved and the County is in the process of securing a 65-acre parcel just south of Albion that will provide recreation opportunities and become an economic driver for the region.		Submitted MDNRT fund grant for expansion of Albion River Trail heading west. Calhoun County submitted MDNRT fund grant for acquisition of property connecting trail to Equestrian Center	City of Albion Albion College Calhoun County Trail

# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
Establish Albion as a "Trail Town"	1 - 2 years	Albion's MDNR funded trail expansion has allowed the city to become the hub of three major regional trails; the Iron Belle Trail, the Michigan Great Lake-to-Lake Trail, and the National Scenic North Country Trail.		Current MDNR Trail Expansion Project and applied for another MDNR Trust Fund Grant to add another expansion to Albion's River Trail in 2019.	City of Albion Albion College AEDC Greater Albion Chamber & Visitors Bureau
Fortify relationships with MDOT, AMTRAK, Greyhound and regional transportation partners and authorities to coordinate improvements to major streets and public transit systems	1 - 5 years			Superior Street/M-99 reconstruction begins April 2017. CDBG-ICE grant submitted for Irwin St. project.	City of Albion MDOT AMTRAK Greyhound AMC
Highlight progress, achievements, and testimonials as part of the City's comprehensive marketing strategy	1 - 10 years			Community Marketing Group has been established	City of Albion Community Marketing Strategy Group Local media & social media
9 Focus planning and resources to enhance and transform the city's major corridors					
Develop a Corridor Improvement Plan that strengthens the visual and physical connections between the Downtown Commercial District, Albion College, the I-94 Business Corridor, and Austin Avenue, and the south entrance on M-99.	1 - 5 years	A committee has met to determine locations for wayfinding signage in the city's major gateways.		Albion EDC identified as a project the improvement of the Eaton/Austin Corridor into town. The City to focus on the M-99 Corridor improvements. Has been written into AmeriCorps VISTA position description for July '17 - June '18.	AEDC City of Albion DDA
Enhance the City's major gateways (as described above) with appropriate landscaping, streetscaping, and signage	1 - 10 years	A committee has met to determine locations for wayfinding signage in the city's major gateways.		MDOT Summer Youth Program will help with cleaning and beautifying state trunklines. Citizens to Beautify Albion plant flowers each year along corridors.	Citizens to Beautify Albion MDOT Summer Youth Program AEDC City of Albion

# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
Explore the possibility of establishing a Corridor Improvement Authority	1 - 2 years				AEDC City of Albion DDA
Work with surrounding communities to extend/connect Albion's major corridors to the region (e.g. establishing an MLK corridor between Albion and Marshall, and complementing corridors with non-motorized, regional trail systems)	1 - 5 years			Submitted MDNRT fund grant for Albion River Trail Expansion including improvements along Austin Ave. City to begin work on developing a non-motorized plan.	City of Albion AmeriCorps/Vista AEDC Calhoun County Trailway Alliance
Highlight progress and achievements as part of the City's comprehensive marketing strategy	1 - 10 years			Community Marketing Group has been established.	City of Albion Community Marketing Strategy Group Local media & social media
10 Forge local, regional and global collaborations that support the City of Albion -- its people, its needs and its opportunities.					
Work in collaboration with local and regional partners and AmeriCorps VISTA volunteers to assess community needs, increase organizational capacity and expand access to education, health care, quality food, economic opportunity and the overall quality of life for all residents	1 - 3 years	AEDC, AmeriCorps, Albion College, Mi Works, KCC, and more hosted job prep events and job fair.		AmeriCorps VISTA is working in conjunction with the Albion Food Hub on new initiatives and partnering with new community organization on expansion of community gardens. City Planning Commission approved 5 community garden applications. Rural Health grant application submitted to establish an Urgent Care Center in Albion.	City of Albion AmeriCorps VISTA AEDC / Food Hub Albion Farmer's Market CCLBA Starr Commonwealth Albion Healthcare Alliance Albion Community Gardens Albion College BCCF Albion Community Foundation



# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
Develop a local food culture through increased access to healthy food and nutrition education that utilizes community resources including businesses, farms, community gardens, farmers market, food hub, and other organizations	1 - 5 years			AmeriCorps VISTA is working in conjunction with the Albion Food Hub on new initiatives. Also, partnering with new community organization on expansion of community gardens. City Planning Commission approves 5 community garden applications.	City of Albion AmeriCorps VISTA AEDC / Food Hub Albion Farmer's Market Calhoun County Land Bank Starr Commonwealth Albion Healthcare Alliance Albion Community Gardens Albion College Battle Creek Community Foundation Albion Community Foundation
Strengthen and increase the number of strategic collaborations with global partners (e.g. Noisy-le-Roi and Bailly, France, the Albion College/Global Liberal Arts Alliance, etc.) that bring international perspective and attention to Albion	1 - 5 years			Sister City Committee is hosting events. Plans for French Market and trip to France in June 2017.	Sister City Committee City of Albion Noisy-le-Roi and Bailly, France
Develop and utilize a Partnership & Collaboration Agreement with appropriate community partners (tbd) to further define goals, objectives and roles	1 - 3 years	EDC has begun conversations about a cooperative agreement with state agencies and local partners.		Prof. Patrick McLean volunteers his services to assist Albion City Council is defining their goals and objects. Michigan Municipal League provide council and commissions/boards with training. AEDC defined a Strategic Direction for 2017-2019.	City of Albion Planning Commission Albion College Albion EDC MML
Develop a comprehensive marketing strategy, working in collaboration with partner entities, to promote Albion as a desirable place in which to live, play, study, and invest	1 - 5 years		Marketing Committee has reached out to Black Lab Five in Kalamazoo	Community Marketing Strategy group established to identify brand and promote community.	City of Albion AEDC Albion College Greater Albion Chamber & Visitors Bureau
11 Support networks and systems that promote healthy living					

# CITY OF ALBION

## 2017 Comprehensive Plan Goals and Objectives

### Progress Tracking

Goals and Objectives	Timeline	Status as of 12/1/2017	Status as of 7/1/2017	Status as of 4/1/2017	Lead Individuals or Orgs
Partner with the Food Hub and other local organizations to increase access to healthy, affordable, and nutritious food	1 - 3 years	AmeriCorps VISTA members serving at the Food Hub, STARR Commonwealth, and Albion Helath Care Alliance created "Fun Fit Food" classes for kids 2nd-5th grades to learn about healthy foods and get connected with community resources.			
Partner with the Food Hub and other local organizations to promote food security and public health by encouraging and supporting locally-based food production and distribution, e.g. the Farmers Market and community gardens	1 - 5 years	Working with Food Hub to expand food pantry services		AmeriCorps VISTA is working in conjunction with the Albion Food Hub on new initiatives and partnering with new community organization on expansion of community gardens. City Planning Commission approved 5 community garden applications.	AmeriCorps VISTA Food Hub Albion Community Gardens
Partner with various healthcare providers, patient advocacy groups, transportation services, AmeriCorps VISTA, and other stakeholders to support healthcare access and wellness programming in Albion	1 - 3 years				AmeriCorps VISTA
Enhance safe walking and cycling routes for citizens through transportation, land use, and design decisions	1 - 5 years	The City receieved a grant from the Albion Community Foundation to purchase and install bike racks downtown.			City of Albion Planning Commission AEDC

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## CHAPTER 30 OF THE CITY OF ALBION ZONING ORDINANCE

### Chapter 30, Section 30-04. Definitions.

*Medical Marihuana Facilities:* State Licensed Medical Marihuana Grower Facility, Safety Compliance Facility, Processor Facility and Secure Transporter with an approved Medical Marihuana Facilities license pursuant to Chapter 22, Article V of the City Code of Ordinance.

- a) *Grower Facility:* A commercial entity that cultivated, dries, trims or cures and packages Marihuana for sale to a Processor or Provisioning Center.
- b) *Processor Facility:* A commercial entity that purchases Marihuana from a Grower and that extracts resin from the Marihuana or creates a Marihuana-infused product for sale and transfer in packaged form to a Provisioning Center.
- c) *Safety Compliance Facility:* A commercial entity that receives Marihuana from a Medical Marihuana Facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the Marihuana to the Medical Marihuana Facility.
- d) *Secure Transporter:* A commercial entity that store Marihuana and transports Marihuana between Medical Marihuana Facilities for a fee.

### Chapter 30, Division 8, B-3 Highway service district, Section 30-243. Permitted uses.

1. State Licensed Medical Safety Compliance Facility, Processor Facility and Secure Transporter with an approved Medical Marihuana Facilities license pursuant to Chapter 22, Article V of the City Code of Ordinance.

- 1. No Safety Compliance Facility, Processor Facility or Secure Transporter shall be located within five hundred (500) feet of real property comprising a public or private elementary, licensed child care facility, vocational or secondary school.
- 2. No Safety Compliance Facility, Processor Facility or Secure Transporter shall be located within two hundred fifty (250) feet of real property comprising of a public park. Any Safety Compliance Facility, Processor Facility or Secure Transporter located more than two hundred fifty (250) feet but less than five hundred (500) feet of real property comprising a public park shall have perimeter surrounded by an eight (8) foot fence. Fence shall not consist of over 40% opaque fence material. Fence material utilized shall be in the form of traditional fencing sold for retail purposed, including metal, vinyl or wood.
- 3. No Safety Compliance Facility, Processor Facility or Secure Transporter shall be located within two hundred fifty (250) feet of real property comprising a place of religious worship. Any Safety Compliance Facility, Processor Facility or Secure Transporter located more than two hundred fifty (250) feet but less than five hundred (500) feet of real property comprising a place of religious worship shall have perimeter surrounded by an eight (8) foot fence. Fence shall not consist of over 40% opaque fence material. Fence material utilized shall be in the form of traditional fencing sold for retail purposes, including metal, vinyl or wood.

Chapter 30, Division 9, Section 30-269. Light industrial parks (M-1-P).

Sec. 30-269.1 Permitted Use. State Licensed Medical Marihuana Grower Facility, Safety Compliance Facility, Processor Facility and Secure Transporter with an approved Medical Marihuana Facilities license pursuant to Chapter 22, Article V of the City Code of Ordinance.

1. No Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter shall be located within five hundred (500) feet of real property comprising a public or private elementary, licensed child care facility, vocational or secondary school.
2. No Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter shall be located within two hundred fifty (250) feet of real property comprising a public park. Any Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter located more than two hundred fifty (250) feet but less than five hundred (500) feet or real property comprising a public park shall have perimeter surrounded by an eight (8) foot fence. Fence shall not consist of over 40% opaque fence material. Fence material utilized shall be in the form of traditional fencing sold for retail purposes, including metal, vinyl or wood.
3. No Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter shall be located within two hundred fifty (250) feet of real property comprising a place of religious worship. Any Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter located more than two hundred fifty (250) feet but less than five hundred (500) feet of real property comprising a place of religious worship shall have perimeter surrounded by an eight (8) foot fence. Fence shall not consist of over 40% opaque fence material. Fence material utilized shall be in the form of traditional fencing sold for retail purposes, including metal, vinyl or wood.

Renumber Sec. 30-269 to Sec. 30-269.2

Chapter 30, Division 10, M-2 Heavy industrial District, Section 30-283 Permitted uses.  
Change existing letting ff. to gg.

ff. State Licensed Medical Marihuana Grower Facility, Safety Compliance Facility, Processor Facility and Secure Transporter with an approved Medical Marihuana Facilities license pursuant to Chapter 22, Article V of the City Code of Ordinance.

1. No Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter shall be located within five hundred (500) feet of real property comprising a public or private elementary, licensed child care facility, vocational or secondary school.
2. No Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter shall be located within two hundred fifty (250) feet of real property comprising a public park. Any Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter located more than two hundred fifty (250) feet but less than five hundred (500) feet or real property comprising a public park shall have perimeter surrounded by an eight (8) foot fence. Fence shall not consist of over 40% opaque fence material. Fence material utilized shall be in the form of traditional fencing sold for retail purposes, including metal, vinyl or wood.

3. No Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter shall be located within two hundred fifty (250) feet of real property comprising a place of religious worship. Any Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter located more than two hundred fifty (250) feet but less than five hundred (500) feet of real property comprising a place of religious worship shall have perimeter surrounded by an eight (8) foot fence. Fence shall not consist of over 40% opaque fence material. Fence material utilized shall be in the form of traditional fencing sold for retail purposes, including metal, vinyl or wood.
4. Lot area, setback and structure height:
  - i. No minimum lot area required.
  - ii. Front yard setback shall be no less than thirty (30) feet.
  - iii. Side yard setback shall be no less than twenty (20) feet.
  - iv. Rear yard setback shall be no less than thirty (30) feet.
  - v. Structure height shall not exceed three (3) stories or fifty (50) feet.

Section 30-285. Heavy industrial parks—M-2 (P).

Heavy industrial parks shall permit all uses allowed in light industrial districts, light industrial parks and heavy industrial districts, and shall conform to all the requirements of Section 30-269.2 of this Code.