



# 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.

- **Joseph V. Domingo**  
Mayor
- **Maurice Barnes, Jr.**  
Council Member  
Precinct 1
- **Lenn Reid**  
Council Member  
Precinct 2
- **Garrett Brown**  
Mayor Pro Tem  
Precinct 3
- **William Wheaton**  
Council Member  
Precinct 4
- **Cheryl Krause**  
Council Member  
Precinct 5
- **Andrew French**  
Council Member  
Precinct 6
- **Sheryl L. Mitchell**  
City Manager
- **Bodwin Law Office**
- **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) business days prior to the posted meeting time.

## AGENDA

**Monday, September 15, 2014  
7:00 P.M.**

### PLEASE TURN OFF CELL PHONES DURING MEETING

Page No.

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBERS' COMMENTS
  - A. Mayor's Youth Council Presentation
  - B. Presentation to Officers Todd Jeschke and Luis Tejada
- VI. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to agenda items and to no more than five (5) minutes. Proper protocol and decorum is required.)
- VII. CONSENT CALENDAR (VV)  
(Items on the Consent Calendar are voted on as one unit)
- VIII. Approval Regular Session Minutes – Sept. 2, 2014
  - A. ITEMS FOR INDIVIDUAL DISCUSSION
- IX. CITY MANAGER/DEPARTMENTAL REPORTS
- X.
  - A. City Manager's Agreement Revisions – Approval
  - B. Discussion & Request for Approval – Appointment of Interim City Manager in the Absence of the City Manager (RCV)
  - C. City Assessor Update and Request for Approval
  - D. Austin Avenue Initiative Update
  - E. Albion District Library Update



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F. Future Agenda Items

G. Motion to Excuse Absent Council Member(s) (VV)

CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)

XI. ADJOURNMENT

City Of Albion  
City Council Meeting  
September 2, 2014

I. CALL TO ORDER

Mayor Joseph Domingo opened the regular session at 7:00 p.m.

II. MOMENT OF SILENCE WAS OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

Maurice Barnes (1), Lenn Reid (2), Garrett Brown (3), Cheryl Krause (5), Andrew French (6) and Mayor Joseph Domingo. William Wheaton (4) was absent.

Administration: Scott Kipp, Interim City Manager, Jill Domingo, City Clerk; Tom Mead, Finance Director; Peggy Sindt, EDC Director; Taurean Wilson, Recreation Director; Sheryl Mitchell, City Manager Candidate and Cullen Harkness, City Attorney.

V. MAYOR AND COUNCIL MEMBERS' COMMENTS

Comments were received from Council Members Barnes and French.

A. Presentation-Jan Frantz & Mark Gorzynski LTC US Army

LTC Mark Gorzynski gave a presentation on the proposed Conus Interceptor Site at Fort Custer.

Jan Frantz gave a brief presentation on the economic impact this site would have for Michigan.

Comments were received from Council Members Brown, French, Barnes and Krause and Mayor Domingo.

VI. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)

No comments were received.

VII. CONSENT CALENDAR (VV)

A. Approval of Regular Session Minutes – August 18, 2014

French moved, Krause supported, CARRIED, to Approve Consent Calendar as presented. (6-0, vv).

VIII. ITEMS FOR INDIVIDUAL DISCUSSION

A. Boards & Commission Appointment

1. Mauri Ditzler, EDC, Initial Appointment, Term to Expire 07/01/2020 (RCV)

French moved, Krause supported, CARRIED, to Approve Mauri Ditzler, EDC, Initial Appointment, EDC, Term to Expire 07/01/2020 as presented. (6-0, rcv).

B. Request for Approval to Set Compensation for Acting City Manager in Interim City Manager's Absence. (RCV)

French moved, Krause supported, CARRIED, to Approve Compensation for Acting City Manager in Interim City Manager's Absence as presented. (6-0, rcv).

C. Discussion & Approval City Manager Contract

Comments were received from Council Member French, Mayor Domingo, City Attorney Harkness and City Manager Mitchell.

Brown moved, French supported, CARRIED, to Approve City Manager Contract as presented. (6-0, rcv).

Mayor Domingo and City Manager Mitchell signed the contract.

City Clerk Domingo administered the oath of office to City Manager Mitchell.

D. Discussion-Holland Park Transformation Project

Council Member Reid stated a committee to transform Holland Park had been created. The committee will be submitting a grant application for the Firekeepers Grant to fund this project. She stated the plan is to split the park into three areas-a children's area with playground equipment, a senior area and a history area with information of the park's history that will be in the center of the park. They would also like to add a walking area on the perimeter of the park and add a large pavilion. She stated that the project is taking shape and she has received several calls from the community asking to help and be a part of the project.

E. Albion Housing Update-Councilmember Barnes

Council Member Barnes stated the Albion Housing Commission has several upcoming events with the Girl Scout Troop and a Back to School Celebration that will help with clothing and school supplies.

The Albion Housing Commission has also signed a rental agreement with the State of Michigan to help with employment and resume writing. The facility will be located at 506 W. Broadwell St., Apt 1.

He indicated the Albion Housing properties are at 94% occupancy.

The next meeting for the Albion Housing Commission will be in September.

Comments were received from Council Member French.

F. Future Agenda Items

1. City Attorney Harkness would like a discussion item added to the next agenda to designate an interim manager in the absence of the City Manager.

2. Council Member Barnes would like an update on the Austin Avenue Initiative added to the next agenda.

3. Mayor Domingo would like an update on the Albion District Library added to the next agenda.

G. Motion to Excuse Absent Council Member (s) (VV)

French moved, Krause supported, CARRIED, to excuse Council Member Wheaton. (6-0, vv)

IX. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)

Comments were received from Lavada Weeks, 917 Luther Dr.; Betty Branche, 408 Washington St; Beverly Robinson, 510 Washington St; Alicia Botello, 300 S. Eaton St; Calhoun County Commissioner Art Kale; Taurean Wilson, Recreation Director; Council Members Krause, Barnes, French, Barnes and Reid and Mayor Domingo.

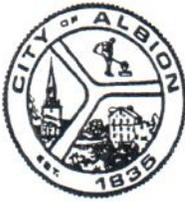
X. ADJOURNMENT

French moved, Krause supported, CARRIED, to Adjourn the Regular Session. (6-0, vv)

Mayor Domingo adjourned Regular Session at 8:10 p.m.

\_\_\_\_\_  
Date

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



**CITY OF ALBION**  
**Office of the City Manager**  
**Sheryl L. Mitchell**

112 West Cass Street ♦ Albion, MI 49224  
517.629.7172 ♦ smitchell@cityofalbionmi.gov

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## MEMO

**TO:** Mayor and City Council

**FR:** Sheryl L. Mitchell, City Manager

**DA:** September 10, 2014

**RE:** Updates

- We held our first meeting of the management leadership team – aka Team Albion!
- Starting to gather information for projections for 2014 budget and drafting of 2015 budget
- Grants
  - Received notification from the Dept. of Environmental Quality (DEQ) regarding the approval of the Stormwater, Asset Management, and Wastewater (SAW) grant for \$1.62 million. No local match is required.
  - MDOT 2015-2017 Small Urban Program Grant award:
    - FY 15: \$233,000 West Erie Street, btwn Findley and S. Albion
    - FY 15: \$142,000 – Preventative Maintenance (Calhoun County Road Dept)
    - FY 17: \$375,000 – Albion Road & 29 Mile Road
    - Note: a 20% match is required for each year
  - Assisting Council Member Reid and residents on Holland Park Transformation project
- Working on updates to the Website and exploring approaches to incorporate online payments and more efficient means to update/import data
- Collaborations
  - Albion College – Inaugural events for President Mauri Ditzler
  - EDC/Foundation – Food Hub; lease was signed for 112 E. Erie
  - Albion/Marshall Connector Service – Dial-a-Ride Service starting in October
  - Sister City Exchange – Welcomed delegation from France
  - Calhoun County
    - Meeting with Mayor, Harry Bonner and community stakeholders regarding demolition concerns at Dalrymple and Austin Schools
    - Discussed new options for enhanced recycling service
    - Land Bank / Blight Elimination Grant and lot cleanups
- Next Weekend is the Festival of the Forks!

## ASSESSMENT SERVICES AGREEMENT

This Agreement is entered into pursuant to the Urban Cooperation Act (hereinafter "UCA"), MCL 124.501 et. Seq., this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Albion, a Michigan municipal corporation, with offices at 112 Cass Street, Albion, Michigan 49224 (hereinafter "Albion") and the City of Marshall, a Michigan municipal corporation, with offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (hereinafter "Marshall").

WHEREAS Albion and Marshall are public agencies as defined in the UCA;

WHEREAS Marshall and Albion wish to, pursuant to Section 4 of the UCA, share certain powers which each might exercise separately;

WHEREAS Marshall and Albion, as allowed by the UCA, wish to collaborate in the provision of assessing services thereby resulting in better delivery of services for a lower cost to the mutual benefit of both parties;

WHEREAS, Marshall, through its Assessing function within the Finance Department, can provide a Michigan Advanced Assessing Officer (hereinafter "MAAO") with appropriate expertise and experience in assessing to be the Assessor of Record for Albion and provide the assessment services as set forth herein; and

WHEREAS, the Albion wishes to contract with Marshall for the assessment services as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

### **1. Duties - Marshall.**

The City of Marshall shall provide all necessary and/or required MAAO assessing services to Albion during the term of the Agreement, including the following:

- a. Maintain all current and future assessment records, including records of property splits, new construction, exempt properties, homestead exemptions, and all records required by applicable state statute and regulation.
- b. Review all parcels and determine the appropriate classification and conduct physical inspections when necessary to verify the accuracy of a property's classification.
- c. Review all parcels and associated records to determine the accuracy of data for calculation of value for the purpose of assessment and taxation.
- d. Conduct as required an annual basis a personal property canvas and print, and send all personal property notices in accordance with state statute and applicable authority.
- e. Conduct re-inspections of twenty percent of each class of property each year as required by State Tax Commission 14 point AMARS review, and maintain for each property an appraised a digital photo, sketch of the property, and assessment record card.

- f. Send assessment change notices annually as required by statute.
- g. Prepare Economic Condition Factors ("ECF") and land value grids in accordance with State Tax Commission guidelines each year.
- h. Meet with members of the City's Board of Review on or before the Tuesday following the first Monday in March, being the first meeting of the Board of Review, and at the organizational meeting of the Board, will turn the assessment roll over to the Board of Review, explain the changes in the roll from the prior year, and allow the Board of Review to review the assessment roll as needed.
- i. Attend the meeting of the Board of Review during the Board of Review's process of hearing appeals for property owners.
- j. Perform whatever other services have been provided in the past by Albion's assessor, including dedicated services to Albion of up to an average of 1.5 days per week. Specific staffing times will be established between the Cities of Marshall and Albion.
- k. Maintain a MAAO throughout the entire term of this contract.
- l. Assist Albion in other areas which require MAAO Certification.
- m. Assist Albion to ensure that Albion is in full compliance with all rules, regulations, and policies currently in place or if promulgated in the future by the Treasury Department and/or the State Tax Commission.
- n. Handle Tax Tribunal Small Claims matters (with assistance from outside counsel) and assist City's outside counsel with Entire Tribunal matters.
- o. Provide such other coverage through Marshall personnel as may be necessary to carry out the duties set forth above, and to carry out such other duties as the parties may agree upon from time to time in writing.

**2. Obligations of Albion.**

The City of Albion agrees to provide the following for the use of Marshall in performing the duties set forth in paragraph 1:

- a. Twenty four (24) hour access to the Albion's assessment records.
- b. Access to such other records (maps, building permits, building plans, and other applicable documents) as may be necessary for Marshall from time to time to properly execute the duties of assessor.
- c. Such other documents and assistance as shall be necessary from time to time to perform the duties set forth in paragraph 1.
- d. Provide office space and full computer support while working on Albion files.

**3. Term.**

This agreement shall be effective for an initial term commencing on October 1, 2014, and shall remain in full force and effect until June 30, 2015, at which time the agreement will be reevaluated for ongoing provisions and pricing.

**4. Payment For Services.**

It is expressly understood and agreed that the compensation for the performance of the services set forth in paragraph 1 by Marshall for Albion shall be in an amount not to exceed Thirty Six Thousand Dollars (\$36,000) for the agreement period. Upon the presentation of a properly submitted invoice, payments will be made by Albion to Marshall within 30 days of the invoice receipt following the last day of each monthly term completed. In the event that the contract is terminated by Albion prior to the completion of any monthly term, Albion will pay Marshall the full monthly sum then due. Modification in the amounts charged by Marshall for services shall be reviewed on at least an annual basis by the Finance Directors of Albion and Marshall and changes therein agreed to in writing by them.

**5. Termination of Agreement.**

If Marshall fails to fulfill in a timely and proper manner its obligation under this agreement, or shall violate any of the covenants, agreements and stipulations herein, Albion shall give Marshall written notice of such breach, and in the event that Marshall has not remedied such breach within thirty (30) days, Albion, within its sole discretion, shall have the right to terminate this Agreement. Such termination, in the event that the breach has not been remedied, shall take immediate effect upon the expiration of the thirty (30) day notice period.

Either party may terminate this Agreement at any time, with or without cause, if it is their decision that termination is in the party's best interests. The terminating party will provide no less than thirty (30) days written notice to the other party.

Payment will be made for all services provided under this agreement up to and including the effective date of the termination of services.

**6. General Terms and Conditions.**

6.1 This Agreement constitutes the complete expression of the agreement between Marshall and Albion on the subjects contained herein and there are no other oral or written agreements or understandings between the entities concerning these subjects. Any prior agreements or understandings on the matters addressed in this Agreement are hereby rescinded, revoked or terminated. Except as provided for in paragraph 5, this Agreement may be modified or amended only by subsequent written agreement approved by the City Councils of Marshall and Albion.

6.2 This Agreement shall be interpreted in a manner consistent with Michigan law. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

6.3 Any notices pursuant to this Agreement shall be sent to the parties and shall be directed to the persons and addresses stated below:

City of Marshall  
Finance Director  
323 West Michigan Avenue  
Marshall, MI 49068

City of Albion  
Finance Director  
112 Cass Street  
Albion, MI 49224

6.4 In providing services under this Agreement, the parties recognize Marshall personnel will, from time to time, be doing work for Albion. Marshall and Albion agree that the point of contact for all communication and direction regarding work to be performed by Marshall personnel under this Agreement shall be the Finance Director of Albion. Marshall reserves the right to control and direct all of its employees, and the times when they may perform services under this Agreement.

6.5 Marshall warrants and represents that its personnel who will perform the services under this Agreement are fully qualified and have all required licenses and/or certifications to perform the services described herein. Marshall further represents and agrees that its relationship to Albion and its performance under this contract is that of an independent contractor. It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of Marshall shall not be deemed or construed to be the employee or agent of Albion for any purpose whatsoever. Marshall employee(s) providing services to Albion hereunder shall not be entitled to compensation in the form of salaries, or any type of fringe benefits by Albion. At all times, the personnel provided by Marshall will be covered by Marshall's workers' compensation coverage.

6.6 Marshall agrees, to the extent allowed by law, to indemnify Albion for any and all claims, actions, damages, liability, costs, and expenses, including attorney fees, incurred primarily as a result of the actions or inactions of Marshall's elected and appointed officials, employees, officers and agents. Albion agrees, to the extent allowed by law, to indemnify the Marshall for any and all claims, actions, damages, liability, costs, and expenses, including attorney fees, incurred primarily as a result of the actions or inactions of Albion's elected and appointed officials, employees, officers and agents.

By the signatures executed below, the parties agree to the terms of this Agreement and the signatories represent that they have the authority to execute this Agreement on behalf of the party for which they have signed.

City of Marshall,

City of Albion,

By: \_\_\_\_\_  
Finance Director

By: \_\_\_\_\_  
Finance Director

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Clerk

September \_\_\_\_, 2014

September \_\_\_\_, 2014

