



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
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Garrett Brown
Council Member
3rd Precinct

Rebecca Decker
Council Member
4th Precinct

Cheryl Krause
Council Member
5th Precinct

Andrew French
Mayor Pro Tem
Council Member
6th Precinct

Sheryl L. Mitchell
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.

AGENDA

SPECIAL COUNCIL MEETING

Monday, June 13, 2016

6:30 P.M.

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. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)
- VII. CONSENT CALENDAR (VV)
(Items on Consent Calendar are voted on as one unit)
 - A. Approval Study Session Minutes – June 6, 2016
 - B. Approval Regular Session Minutes-June 6, 2016
- VIII. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Discussion/Approval Resolution # 2016-35, Continued Funding for Albion-Marshall Connector for Remainder 2016
 - B. Request Approval Resolution # 2016-39, Agreement with Albion-Marshall Connector (RCV)
 - C. Future Agenda Items
 - D. Motion to Excuse Absent Council Member(s)
- IX. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)
- X. ADJOURN

City of Albion
Study Session
June 6, 2016

I. CALL TO ORDER

Mayor Domingo opened the study session at 6:05 p.m.

II. ROLL CALL

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

STAFF PRESENT:

Sheryl Mitchell, City Manager; Jill Domingo, City Clerk; Cullen Harkness, City Attorney and John Tracy, Director Building, Code Enforcement and Planning

III. ITEMS FOR INDIVIDUAL DISCUSSION

A. Easement Agreement with Consumers Energy

William Carlson, Consumers Energy updated the Council on the easement agreement with the following highlights:

- Consumers is rebuilding lines in the Albion area. It will be a 46,000 volt system.
- Lines from the east side will be taken to the west side.
- These are only line upgrades, no larger voltage.
- It will increase reliability, help with back feeding and increase the capacity to the area.
- A new line runs up and down Ionia Street.
- They will have the same wooden poles other than on the edges of the old Davon's property which will have two steel self-supporting poles.
- The easement will begin at the back end of Bigbee Coffee, straight east and west through Citgo Gas Station to the ABA Building (EDC building) and Post Office then through Davon's then cut across Eaton Street onto ABA property following along railroad across Albion Street.
- In order to be south of the railroad, the easement will run across the Albion River Trail and will hook into existing lines to their existing substation.
- Several trees will need to be removed for the easement. About a dozen trees will be to be removed near Albion Street by the river.
- City Attorney Harkness stated he has reviewed the documents and also checked

- with Public Services Director Lenardson pertaining to water and sewer service and is fine with going ahead with the easement.

Comments were received from Council Members French, Krause and Reid, Mayor Domingo and Mike Tymkew, ABA Board Chair.

IV. CITIZENS 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.

V. ADJOURNMENT

French moved, Krause supported, CARRIED, to ADJOURN Study Session. (6-0, vv).

Mayor Domingo adjourned the Study Session at 6:25 p.m.

Date

Jill Domingo
City Clerk

City of Albion
City Council Meeting
June 6, 2016

I. CALL TO ORDER

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

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

Maurice Barnes (1), Lenn Reid (2), Garrett Brown (3), Rebecca Decker (4), Cheryl Krause (5), Andrew French (6) and Mayor Domingo.

STAFF PRESENT:

Sheryl Mitchell, City Manager; Jill Domingo, City Clerk; Cullen Harkness, City Attorney; Kurt Etter, Public Safety Sergeant; and Tom Mead, Finance Director.

V. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Members Barnes, Reid, Brown, Krause and French, City Attorney Harkness and Mayor Domingo.

VI. PUBLIC HEARING

A. 2016 Sidewalk Exemptions

An overview of the Sidewalk Program and exceptions was given by City Manager Mitchell.

Mayor Domingo opened the public hearing at 7:08 p.m.

The following citizens asked for sidewalk exemptions:

Robert Brown, 1237 Highland Avenue
Brenda Davis, 1229 Highland Avenue
Ron Roth, 1234 Highland Avenue

Mayor Domingo closed the public hearing at 7:10 p.m.

Questions/Discussion were received from Council Members Decker, Brown, Krause and French, City Attorney Harkness, City Manager Mitchell and Mayor Domingo.

VII. PRESENTATIONS

A. Community Engagement Process & Walkable Community Update-Danielle Nelson

Danielle Nelson, Special Projects Manager updated the Council on the Community Engagement Process & Walkable Community highlighting the following:

- On Thursday, May 12th, the City of Albion hosted a community workshop. It was the first in a series of events that will be held over the next 5 months as the City updates its Comprehensive Master Plan and works to become Redevelopment Ready Certified by the Michigan Economic Development Corporation.

Community Engagement Process:

- The Community Engagement process is gathering information from residents about what they would like the Albion community to look and feel like in the future.
- The goals are:
 - Gather helpful information for the Planning Commission to update the Comprehensive Plan
 - Involve as many residents in the process as possible
 - Foster a sense of efficacy while creating a sound and welcoming space to discuss ideas
 - Make community engagement a more regular process

The Walkable Cities Workshop:

- The Walkable Cities Workshop sought to give residents the space to work together to identify the strengths of the Albion community as well as the challenges we are facing. Participants were asked to use the idea of what makes a "good walk" which is a walk that is safe, useful, comfortable and interesting. With these ideas in mind, participants broke off into small groups of about 10 each to answer questions and have an open conversation with discussion leaders who were there to take notes and create a safe space for everyone to voice ideas.

Results:

- The group focused largely on celebrating the art, culture, people and nature in Albion. We will gather more input from a wider audience as we continue with the community engagement process.
- The major strengths were Victory & Rieger Park, Albion college campus and the Bohm Theatre.
- Some of the challenges were lack of opportunity for certain activities- shopping, canoeing, try new food, and go to art exhibits, youth activities; lack of public benches; lack of continuity between downtown and neighborhood/parks; blighted/abandoned properties and inadequate street lighting.

Next Steps:

- Present information to Planning Commission at June 28th meeting
- Organize volunteers for the next event
- Plan next community workshop with consultant, Rosalyn Jones-Tentative date: June 29th
- Continue to develop surveys and attend various community events to collect survey data

12 Mile Challenge:

Albion Outfitters has applied for a \$25,000 grant from Ford Community College. To apply for the grant, they must create a community event. They created the 12 Mile Challenge which is travel between Albion and Marshall by river, road, rail and trail. They are currently in the top twenty (20) and hope to make it to the top five (5) to receive the \$25,000 grant funds. Ms. Nelson is challenging residents to take the 12 Mile Challenge.

VIII. CITIZENS COMMENTS

No comments were received.

IX. CONSENT CALENDAR (VV)

(Items on Consent Calendar are voted on as one unit)

A. Approval Regular Session Minutes-May 16, 2016

Council Member Reid asked to have the following correction made to the May 16, 2016 minutes:

Pg. 4 -Item D: The NAACP should be removed from sponsoring the Juneteenth Celebration at Holland Park.

Brown moved, French supported, CARRIED, to Approve the Consent Calendar with the above correction. (7-0, vv)

X. ITEMS FOR INDIVIDUAL DISCUSSION

A. Request Approval Resolution # 2016-37, Sidewalk Exemptions (RCV)

French moved, Decker supported, CARRIED, To Approve Resolution # 2016-37 Sidewalk Exemptions as presented. (7-0, rcv)

B. Request Approval to Place Delinquent Water Bills & Abatements on Tax Bills (RCV)

City Attorney Harkness stated his office will be sending out a final warning letter prior to abatements being placed on tax bills.

French moved, Decker supported, CARRIED, to Approve Placing Delinquent Water Bills & Abatements on Tax Bills as presented. (7-0, rcv)

C. Request Approval City Easement Agreement with Consumers Energy (RCV)

French moved, Krause supported, CARRIED, to Approve City Easement Agreement with Consumers Energy as presented. (7-0, rcv)

D. Request Approval Resolution # 2016-32, Approve Proposal & Contract with Lohrke's Mowing for Small Equipment Noxious Vegetation Abatement & Mowing Bid (RCV)

French moved, Decker supported, CARRIED, to Resolution # 2016-32, Approve Proposal & Contract with Lohrke's Mowing for Small Equipment Noxious Vegetation Abatement & Mowing Bid as presented. (7-0, rcv)

E. Request Approval Resolution # 2016-33, Approve Proposal & Contract with John J. Hawkins Construction for Heavy Equipment Noxious Vegetation Abatement & Mowing Bid (RCV)

Brown moved, French supported, CARRIED, to Approve Resolution # 2016-33, Approve Proposal & Contract with John J. Hawkins Construction for Heavy Equipment Noxious Vegetation Abatement & Mowing Bid as presented. (7-0, rcv)

F. City Manager Report

City Manager Mitchell updated the Council on the following items:

- The RFP for single haulers will be placed on the first agenda in July.

- Danielle Nelson has been nominated by City Manager Mitchell for America's City & County's "Igniting the Flame Award". She will be emailing the link to vote for Danielle as a future leader of Albion.
- The Blight Tour will be this Saturday, June 11th, 2016 at 8:00 a.m. at City Hall.
- Peapods/Summer Dreams will run from June 13th through August 4th, 9 am-2pm. The program will include Science through Whitehouse Nature Center, Reading through the Children's Library, Kids "N" Stuff, and instruction with various sports, swimming, art, math and weekly field trips. This will run from Monday through Thursday and on Friday, the recreation department will be providing transportation to take kids to the Bohm Theater for "free" movies and will also take them back home.
- Planning Commission – The EDC has been instrumental in bringing on board a consultant, Rosalyn Jones, a recent retiree from MEDC to assist with the Comprehensive Plan process. Danielle Nelson is conducting community forums to gather input from citizens as part of the visioning process. The next forum is scheduled for Wednesday, June 29th at 6pm at Caring Community Church. It will focus on the topic of housing. The next Planning Commission meeting has been rescheduled from Tuesday, June 21 to Tuesday, June 28th. They will be considering the Albion Hotel site plan review and special use application.
- June 13th Study Session – Albion Marshall Connector - The service provides transportation to approximately 600 riders each most, mostly originating from Albion. We have received notification that unless alternative funding is in place by July 1st, the service will be terminated. Would the Council like to make the June 13th meeting a SPECIAL MEETING, in case there is a desire to take action after the presentation.
- Calhoun County Lead Task Force – is working on plans focused in 3 areas (1) decreasing lead in homes and environmental exposure, (2) increasing lead testing in children, and (3) increased public awareness of lead risks. They were recently awarded a grant from the Albion Community Foundation to support lead testing equipment. Next meeting is June 9th.
- Juneteenth- Please sign the proclamation that is circulating for Juneteenth Day. A celebration is being held at Holland Park on Saturday, June 18th from 11am-8pm. There will be a parade to kick off the event starting at the steps of City Hall.

- Albion Scrap Tire Collect - with Calhoun County Public Health Department is scheduled for July 23rd at the intersection of North Clark St. and East North St. Tire collection will occur from 9am to 3pm. All rims must be removed from the tires. Passenger vehicle tires only. No businesses.
- Downtown Development Authority - Business Forum- Thursday, June 9th from 6:00 pm - 7:30pm, Albion District Library. Free event.
- KCC and Albion Recreation are partnering this summer to provide weekly robotic and science projects for youth in the Albion area. This is a great opportunity for the children of Albion to explore the field of robotics. Both camps are located at Albion Community School and run from 9 a.m. to 2 p.m., Monday through Thursday, from June 13 to August 4. Registration is \$120 per child for the entire season.

Mayor Domingo congratulated Council Member Krause and family, on her son's, Tim Krause's appointment as the New Executive Director for the Albion Community Foundation.

Additional comments were received from Council Members Barnes and French.

G. Future Agenda Items

- City Attorney Harkness stated that due to a current court case, twenty four (24) new sign ordinances will coming to the Council for approval around the end of summer.
- Council Member Barnes asked for the 2016 street projects. City Manager Mitchell will send the approved 2016 street projects to Council Member Barnes.

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

No action was necessary as all members were present.

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

Comments were received from Keena Williams, 414 N. Huron St.; Jay Loomis, 408 W. Ash St.; Brian Roth, 1234 Highland Avenue; Council Members Barnes and Decker, City Attorney Harkness and Mayor Domingo.

XII. ADJOURNMENT

French moved, Krause supported, CARRIED, to ADJOURN Regular Session. (7-0, vv).

Mayor Domingo adjourned the Regular Session at 7:55 p.m.

Date

Jill Domingo
City Clerk

Resolution #2016-35

To Authorize the Release of \$45,000.00 for Continued Operation of the Albion-Marshall Connector

Purpose and Finding: The Albion-Marshall Connector currently provides curb to curb public transportation between Albion and Marshall to the residents of both municipalities. The Connector has been growing in popularity as a form of public transportation and Albion citizens have begun to rely upon increasingly more for travel to work, doctor’s appointments, and events in each municipality. Due to budgetary issues, without supplementation of its current budget, the Connector is in danger of being forced to cease operations. The continued operation of the Albion-Marshall Connector is in the city’s best interests as it has become an essential public transportation service to citizens. Therefore, it is requested that the City authorize the release of \$45,000.00 from the City of Albion fund balance for the Albion-Marshall Connector to continue its operations.

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

RESOLVED, that the City Manager is authorized to distribute \$45,000.00 from the City of Albion fund balance to the Albion-Marshall Connector for continued operations between the City of Albion and City of Marshall.

BE IT FURTHER RESOLVED, that this distribution is deemed to be for a public purpose to enhance the health, safety and welfare of the citizens of Albion and for the provision of public transportation services to the citizens of the City of Albion;

I hereby certify that the above resolution was adopted on June 20, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk

Important Notice

While we have seen the Albion-Marshall Connector service grow over the last six (6) months, our funding sources are coming to an end. Currently, the **Albion-Marshall Connector service will end on Friday, July 1st at 5:00pm**. Please be sure to secure other forms of transportation before then.

If proper funding comes through, the bus will continue to run and improvements will be implemented to give our customers a quality service.

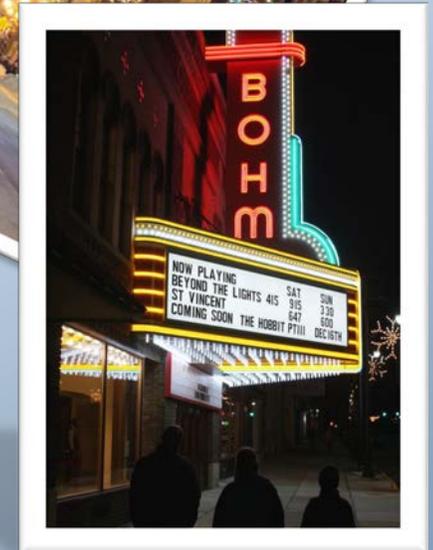
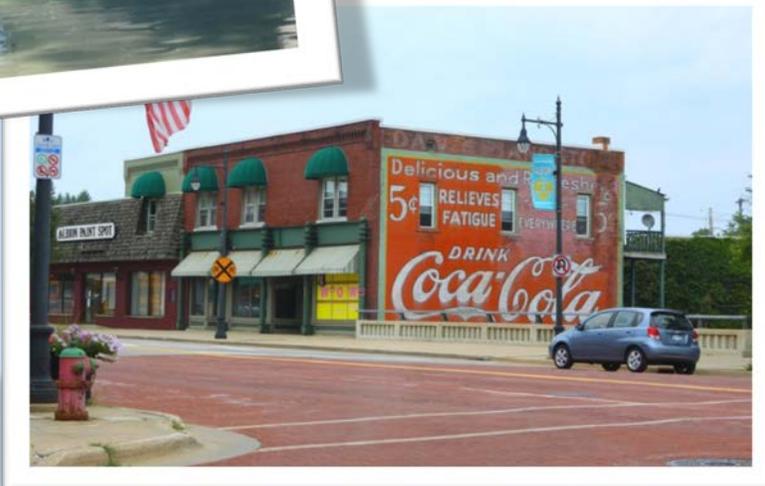
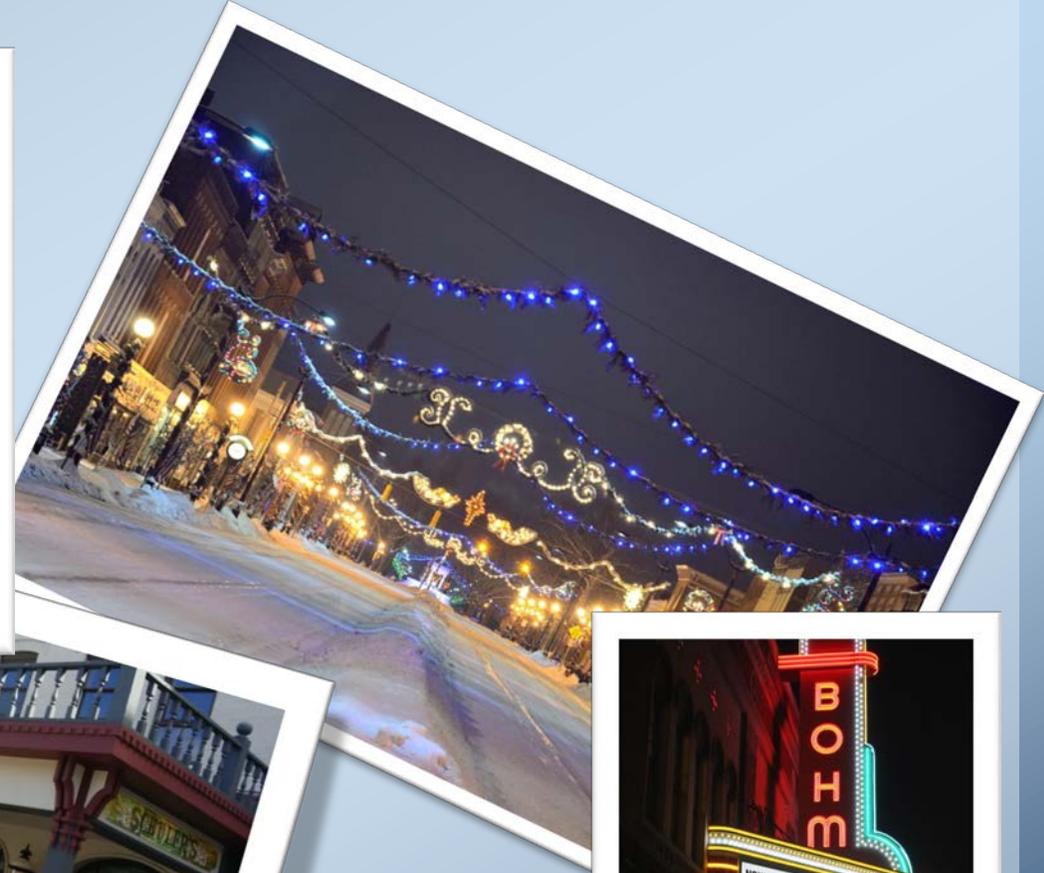
If you have any questions, comments, or concerns please call the Albion-Marshall Connector office at 296-781-3975 or 517-654-3000 and ask to speak with the Manager.

Sorry for any inconvenience.

Thank you to our current funders:



Albion - Marshall Connector



The Basics

- Open Monday through Friday
- First pick-up at 7:30 a.m.
- Last pick-up at 4:30 p.m.

ALBION - MARSHALL CONNECTOR BUS

Operated by Dial-a-Ride Transit (DART) in Marshall, MI



2016 Service Information

What is the Albion — Marshall Connector?

The Connector is a curb to curb driving service which helps members of the Albion and Marshall communities travel back and forth to work, school, doctors visits, shopping, and more. Currently, the connector runs five days a week from 7:30am to 4:30pm. The bus will also run during special events with Marshall Public Schools such as parent teacher conferences or sporting events. Call anytime to check on the special event schedule or you can find more info on our Facebook page.

Unless a reservation is made 24 hours in advance, pick up will be on a first come first serve basis. Reservations can be made up to one week in advance with standing reservations also being an option.

One Way Fares

\$2.00—Adults / Children 13+

\$1.00—Disabled / Seniors 60+ / Children age 5 to 12

Free—Caretakers / Children under 5 with a paid rider

*Tokens are used as change. Drivers do not carry cash. Tokens can be purchased from the drivers.

Available 5 days a week for:

Marshall Public Schools

Shopping trips

Doctors Appointments

Work

Dining

And more....



The Bohm Theatre, Albion

For reservations
call:

517-654-3000

269-781-3975



All buses are
handicap
accessible

What are they saying?

"Yay! Great service expansion!
LOVE the drivers"

"Best thing ever...."

"Running 5 days a week is
wonderful!!"

"I wouldn't have a job without it"



Ridership Destinations

Does Not Include Residential Addresses

Shopping 22%

Dollar General

Family Fare

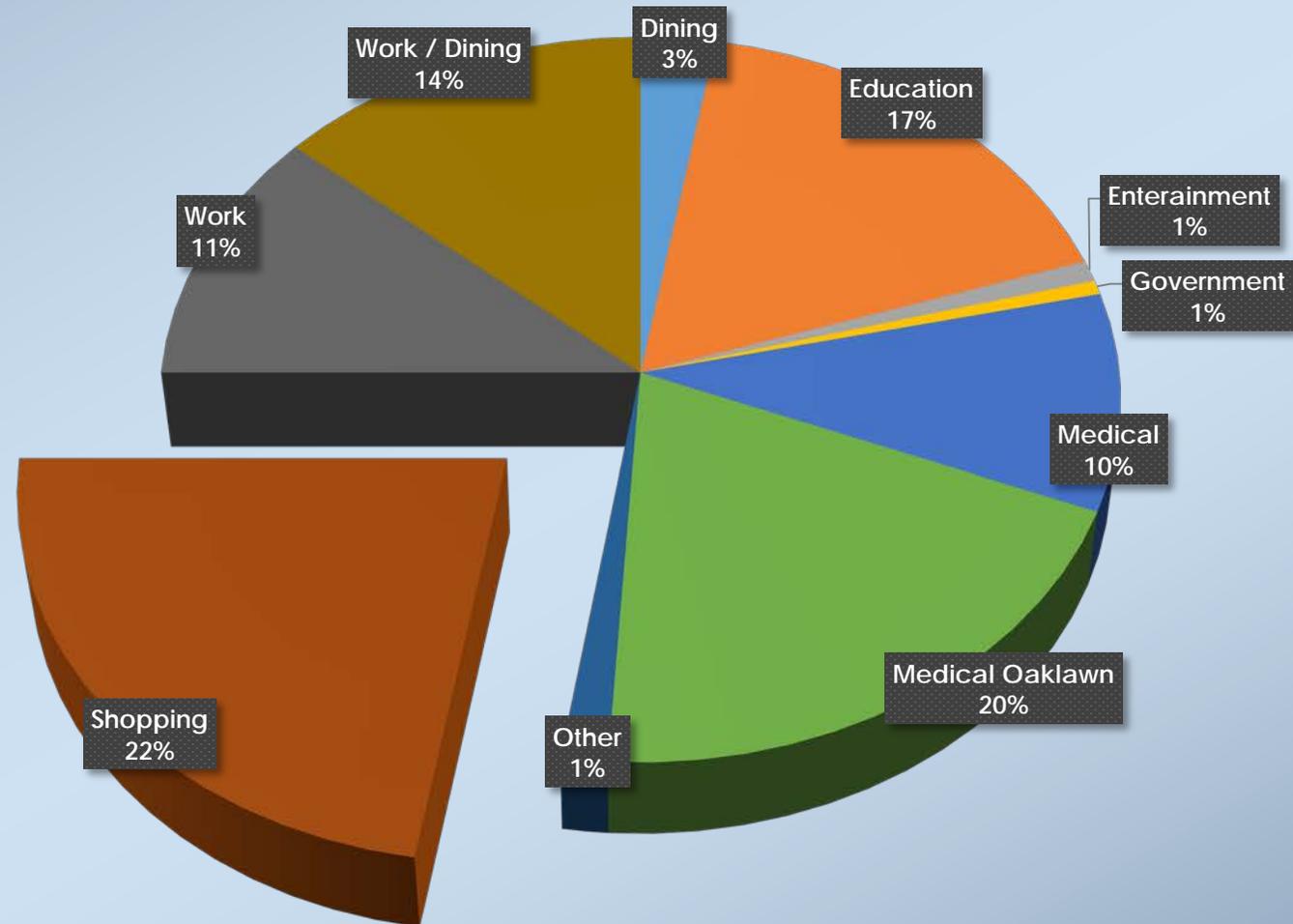
Goodwill

Kmart

Save-a-lot

Rite Aide

Dollar Tree



Ridership Destinations

Does Not Include Residential Addresses

Medical - Oaklawn 20%

Dialysis Building
Hospital

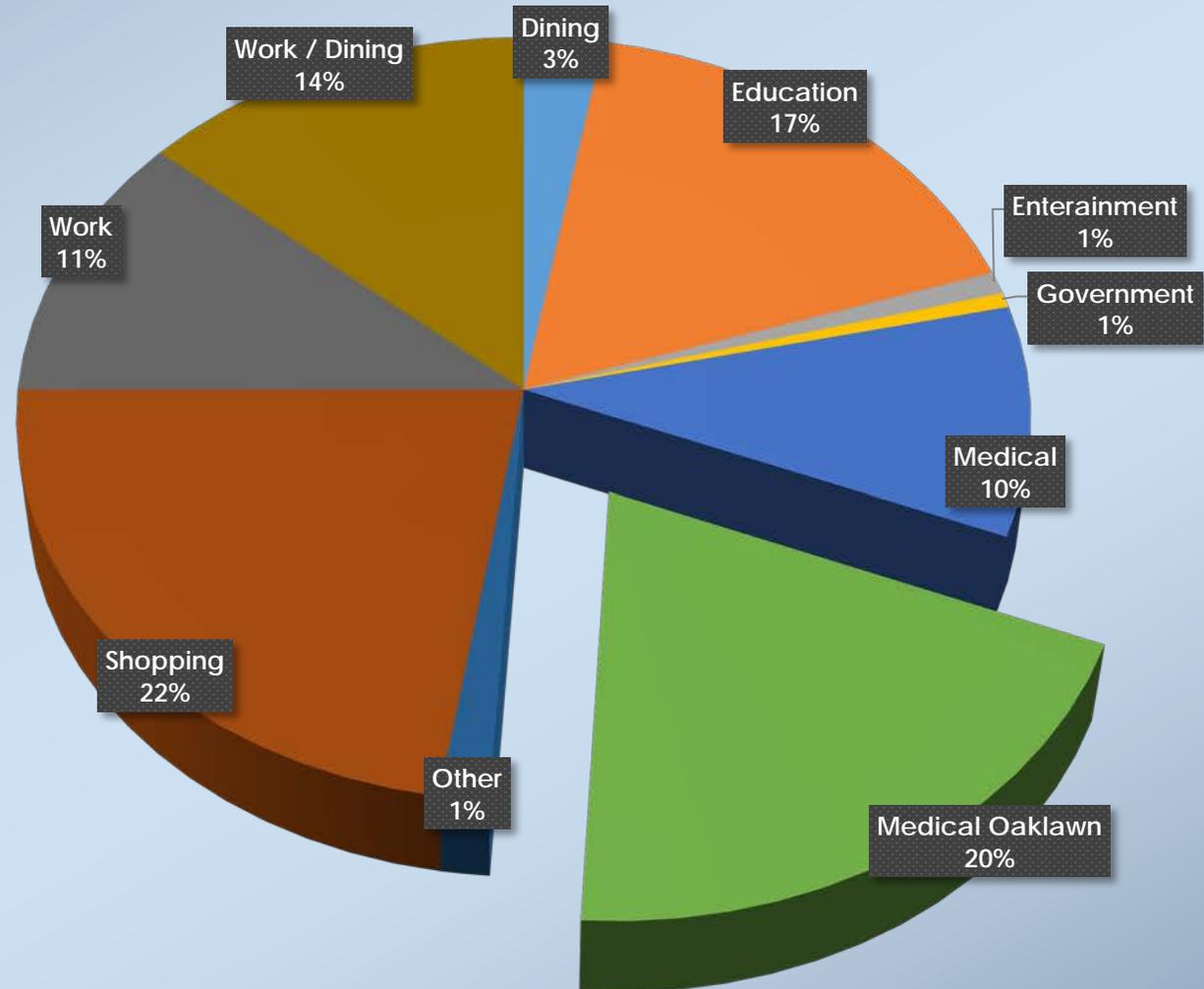
Marshall Internal Medicine

Medical Supply

OLIC Rehab

Ricketson Medical Building

Wright Medical Building

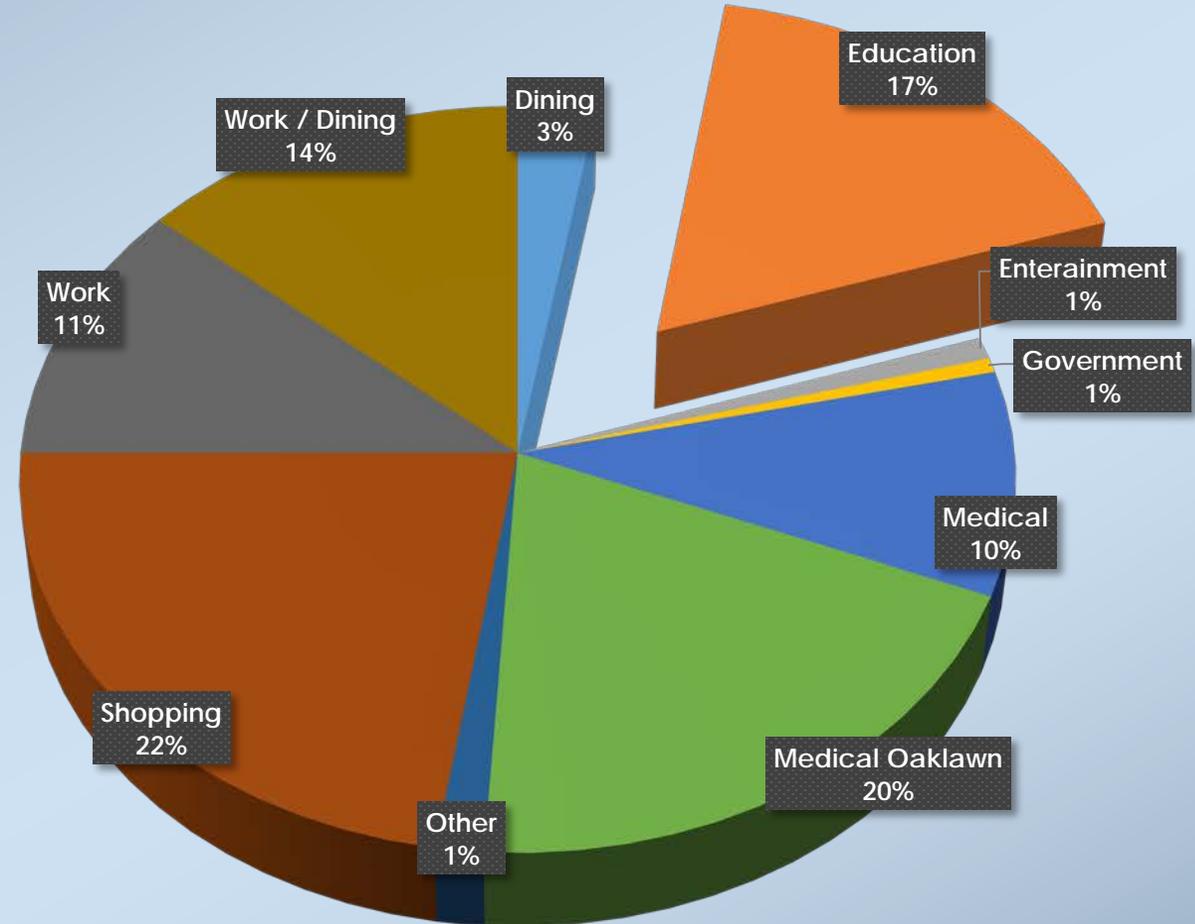


Ridership Destinations

Does Not Include Residential Addresses

Education 17%

Albion College
Marshall High School
Hughes Elementary
Marshall Middle School
Marshall Academy
Library



Ridership Destinations

Does Not Include Residential Addresses

Medical 10%

Dr. Hathaway

Dr. Hibler

Fountain Clinic

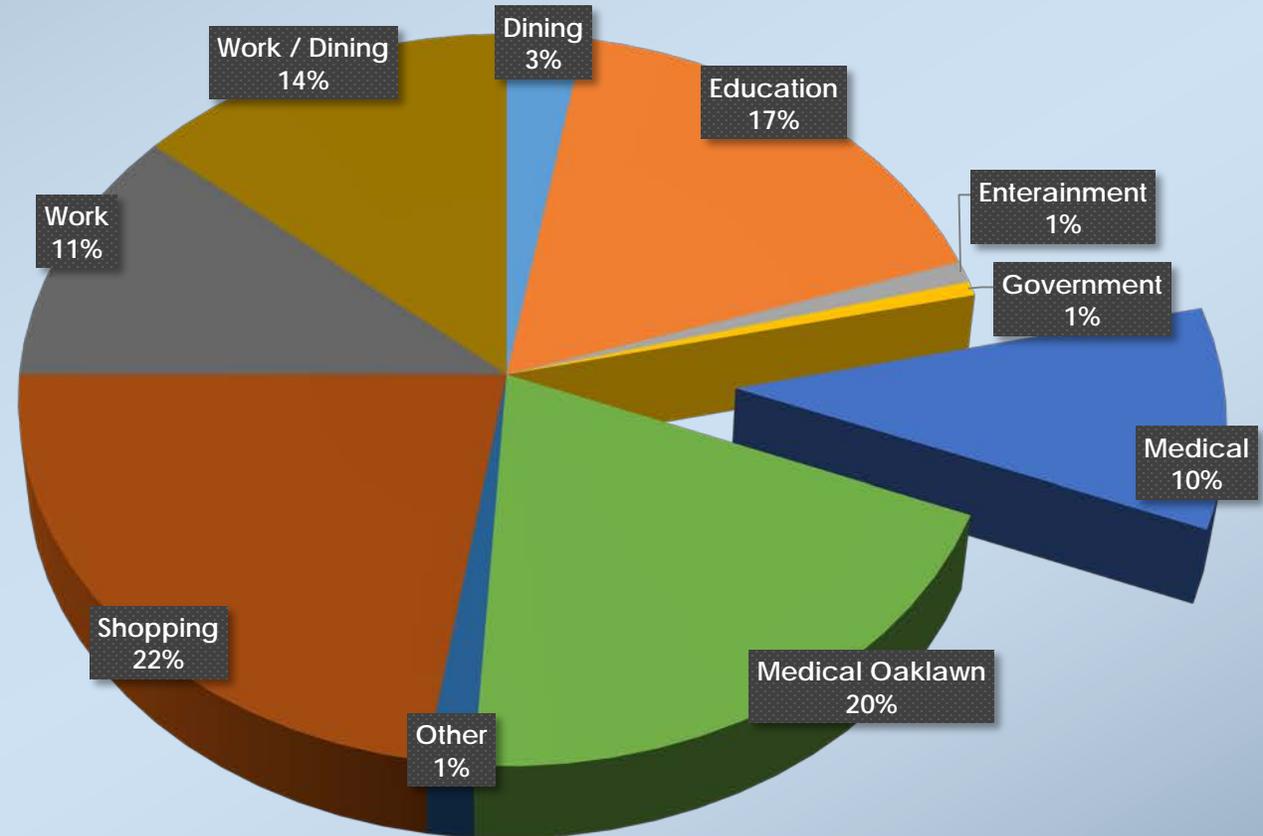
Marshall Nursing & Rehab

Marshall Medical Assoc.

Medilodge

Pain Clinic

Tendercare



Ridership Destinations

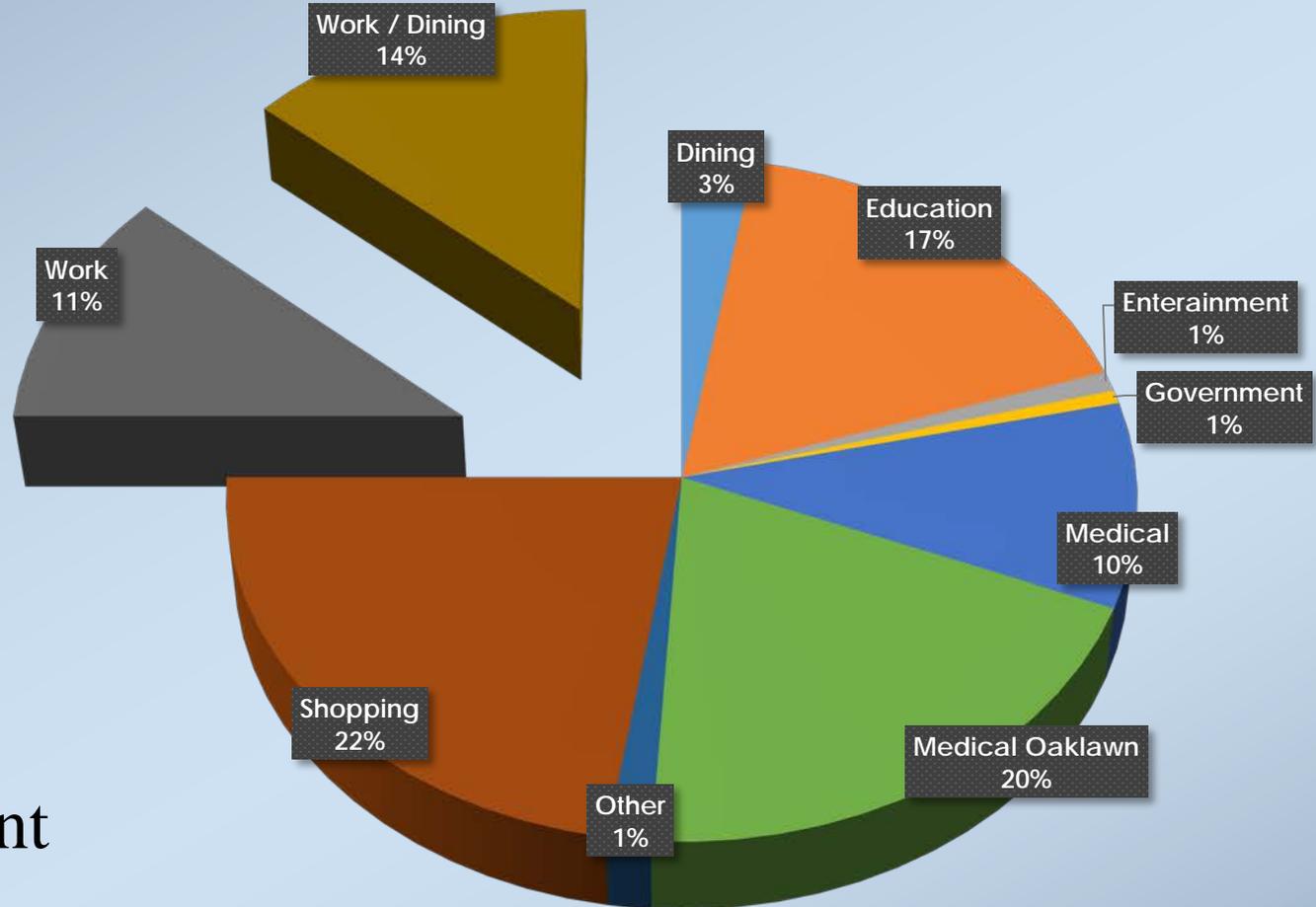
Does Not Include Residential Addresses

Work / Dining 14%

Arby's
McDonalds
Taco Bell
Wendy's

Work 11%

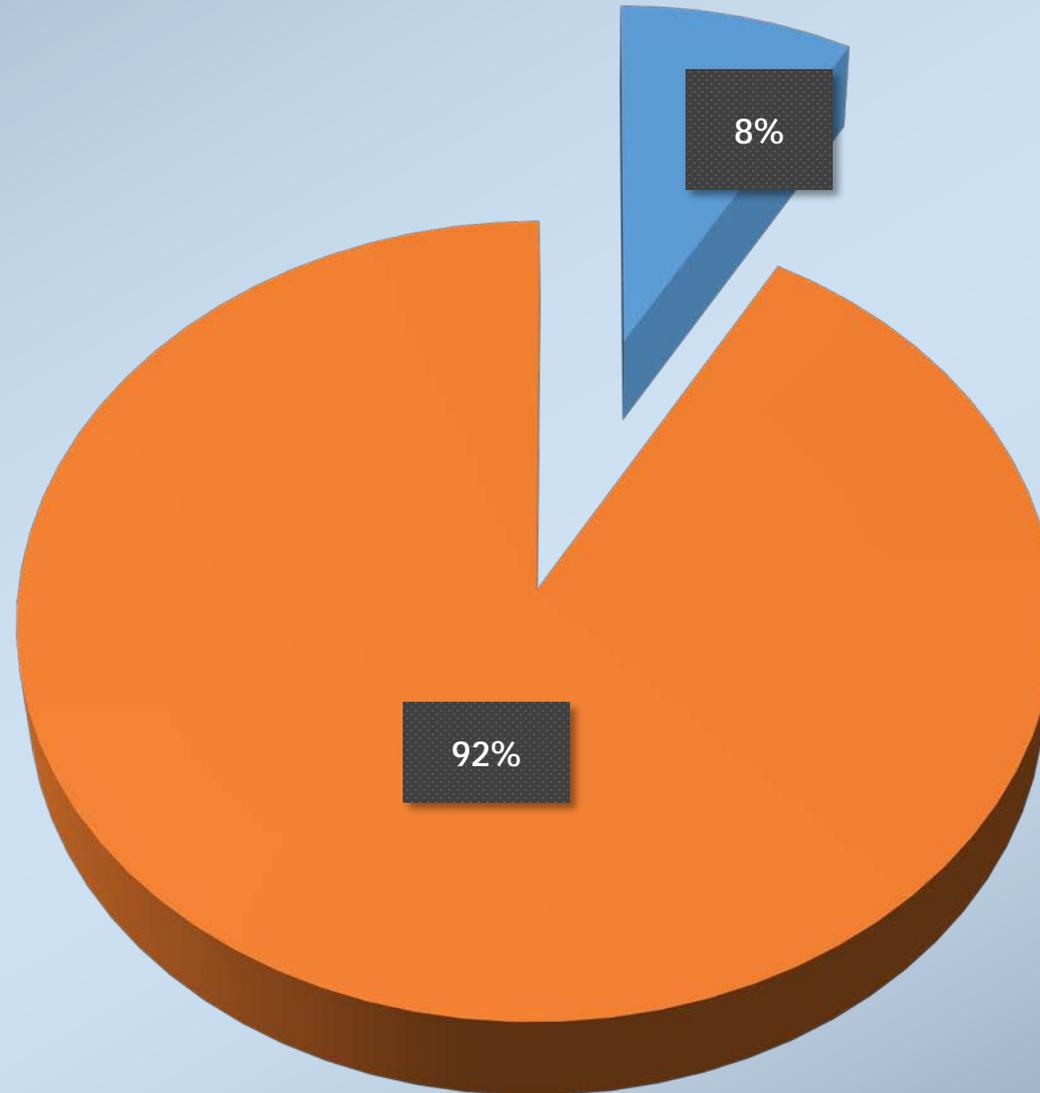
Hampton Inn
Marshall Police Department
Shell Station (North)
Tenneco #1



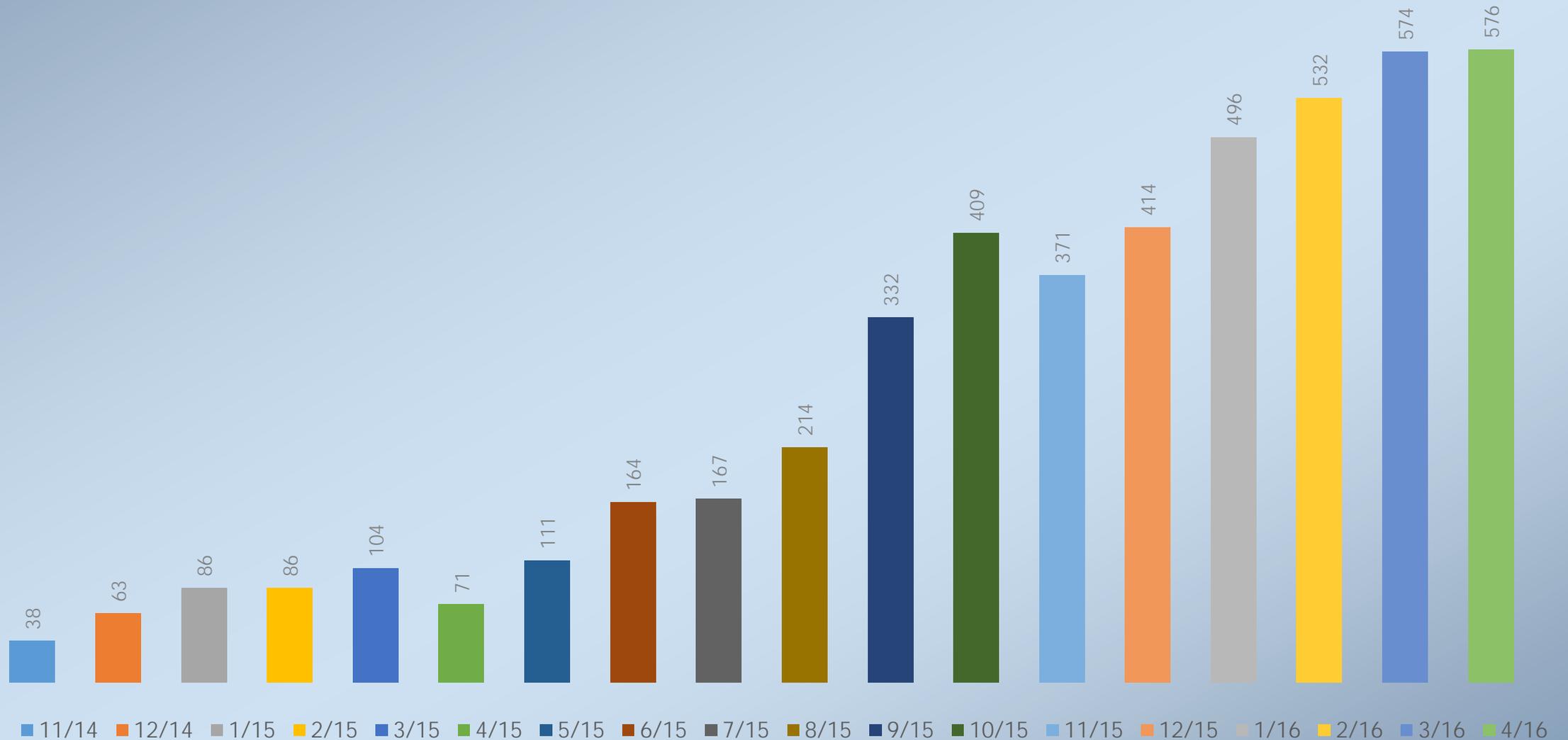
Rider Origination

8%
Marshall

92%
Albion



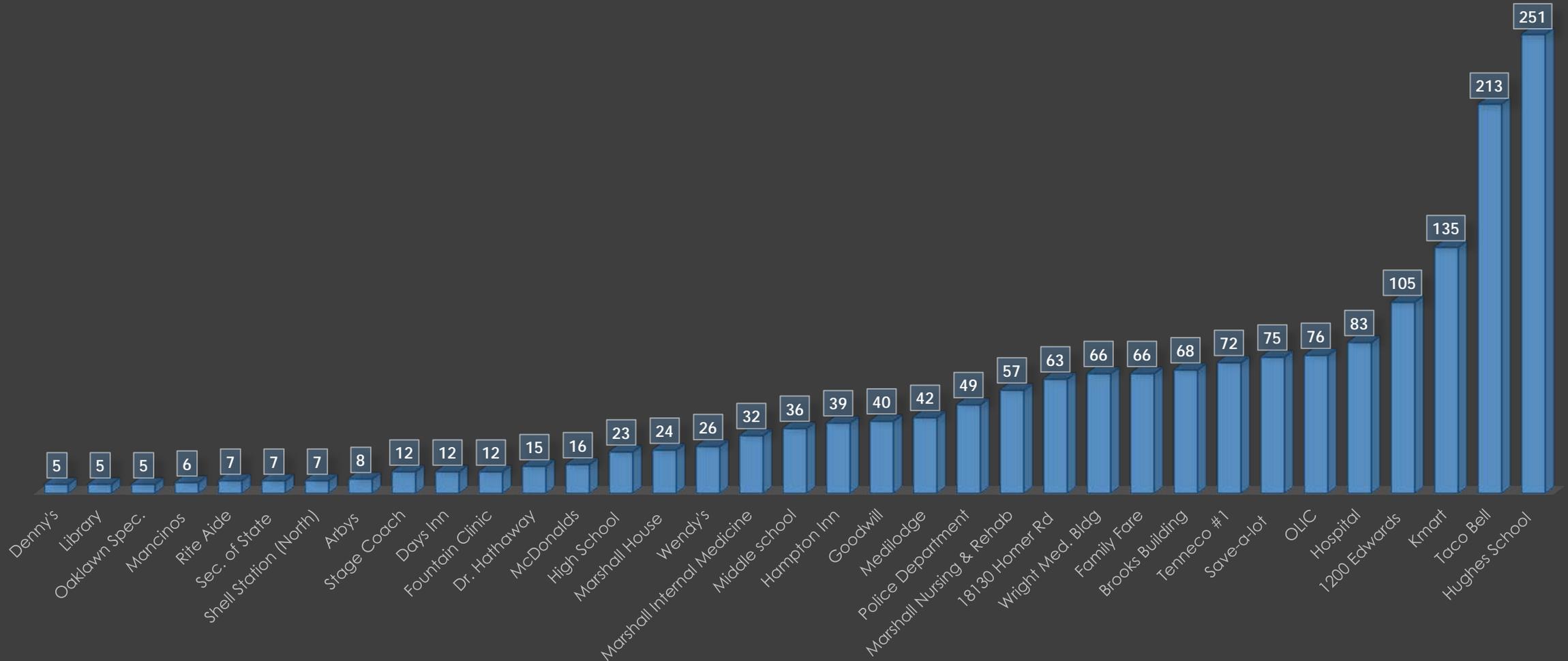
Monthly Ridership Since Inception



Connector Destinations

COUNT OF DESTINATION

■ Count of Destination



Current Funders

• New Freedom Grant (MDOT)	\$15,230.00 Received for 10/1/15
• BCCF	\$16,530 Received on 10/2/15
• Albion Community Foundation	\$5,000 Received on 8/17/15
• Area Agency on Aging	\$2,750 Received on 10/1/15
• Calhoun County Senior Millage	\$5,000 Received on 12/10/2015
• United Way	\$5,000 Received on 3/14/2016
• BCCF	\$10,000 (Processing)
Total	\$59,510
• Oaklawn Hospital	\$5,000 (Invoiced, awaiting payment)

Current Funding Situation

- Michigan Department of Transportation's (MDOT) fiscal year runs from October 1 to September 30th
- As it stands right now, to finish out MDOT's year, AMC will need to fundraise **\$45,000**. This **\$45,000** will not only get the AMC through the year, it will also help get the AMC through the first quarter of MDOT's funding cycle.
- Currently, fares will cover **11%** of the needed funding. However, as ridership increases, so do monthly costs.

Long Term Funding Situation

- Currently, the AMC Staff is looking to secure funding to keep the service running year to year. The annual budget is: **\$75,768.52**.
- With funding from MDOT, the AMC can operate yearly with funding of: **\$33,084.26**. This **\$33,084.26** will have to be raised to get the AMC through the remaining 3 quarts of the MDOT fiscal year.
- For a full year, rider fares will account for **13%** of the needed funding.
- We would like to find a small number of funding resources to keep the service running from year to year.

Long Term Funding Situation

- Originally the plan was to raise \$35,000 to get through the Month of August. From there, we needed \$104,872 to get through the year. Our original estimate was to fundraise **\$139,872**.
- Now with a few adjustments and the potential for funding from MDOT. The AMC needs to fundraise **\$45,000**. The following years will require **\$33,084** to operate (could change based on service adjustments).

The Immediate Need

- While the AMC Staff and Committee understand the longer term need of the service, we see the short term situation as dire. To help secure long term funding, we need to show the service will continue through MDOT's fiscal year and help potential donors gain long term confidence in the service.

The Future

- Despite the funding issues, the service is growing at a rate many of us did not predict. As of today, May 2nd, we have reached three months in a row of 500+ riders. County members are starting to take notice of the service and discussions are happening about County wide Transportation. However, I feel our focus needs to be on the service itself right now and not what could become of county transportation. As of now, if we do not secure funding for the future by July 1st, I will pull back service starting August 1st and look to shut down by August 26th.

Contact Info

Josh de St. Aubin

Jdestaubin@cityofmarshall.com

269-781-3975

Resolution #2016-39

To Approve the Intergovernmental Agreement with City of Marshall for Continued Operation of the Albion-Marshall Connector

Purpose and Finding: The Albion-Marshall Connector currently provides curb to curb public transportation between Albion and Marshall to the residents of both municipalities. The Connector has been growing in popularity as a form of public transportation and Albion citizens have begun to rely upon increasingly more for travel to work, doctor's appointments, and events in each municipality. Due to budgetary issues the Connector is in danger of being forced to cease operations. The continued operation of the Albion-Marshall Connector is in the city's best interests as it has become an essential public transportation service to citizens. The City previously approved the release of \$45,000.00 from the City's fund balance for the continued operation of the Albion-Marshall Connector via Resolution 2016-35. It is now recommended that the intergovernmental agreement for continued operation of the AMC be approved. It is important to note that the agreement provides for reimbursement if it becomes available.

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

RESOLVED, that the intergovernmental agreement with the City of Marshall for the continued operation of the Albion-Marshall Connector through December 31, 2016 is hereby approved.

BE IT FURTHER RESOLVED, that pursuant to the agreement, any fundraising that results in contributions towards the 2016 operations of the AMC in 2016 shall be used to reimburse the City for the advance of the \$45,000.00;

BE IT FURTHER RESOLVED, that the City of Albion recognizes that the City of Marshall is a public entity and that the provision of public transportation to the citizens of Albion in conjunction with Marshall constitutes a public purpose for the use of public funds, as it provides for the health, safety, and welfare of the citizens of Albion.

I hereby certify that the above resolution was adopted on June 13, 2016, in a special session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk

ALBION-MARSHALL CONNECTOR AGREEMENT

This Agreement is entered into pursuant to the Urban Cooperation Act (hereinafter "UCA"), MCL 124.501 et. Seq., this ____ day of _____, 2016, 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 local public transportation in the form of the Albion-Marshall Connector;

WHEREAS, Marshall, currently administers the Albion-Marshall Connector for the mutual benefit of the citizens of Albion and Marshall; and

WHEREAS, Albion wishes to contract with Marshall for the continued provision of public transportation services as set forth herein;

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

1. Obligations of Marshall.

1.1 The City of Marshall shall provide the following public transportation services to Albion during the term of the Agreement, including the following:

- a. Continued operation of the Albion-Marshall Connector, providing curb to curb transportation for citizens of Albion and Marshall, between the cities of Albion and Marshall;
- b. Any such other services necessary to facilitate the operation of the Albion-Marshall Connector;

1.2 Maintain no-fault insurance coverage on any and all vehicles used for the Albion-Marshall Connector;

2. Term.

2.1 This agreement shall be effective for an initial term commencing on June 13, 2016, and shall remain in full force and effect until December 31, 2016. This agreement may be extended or renewed upon mutual agreement of the parties.

3. Payment For Services.

3.1 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 Forty-Five Thousand (\$45,000.00) dollars, paid in a lump sum upon signing of this agreement.

In the event that the contract is terminated by Albion prior to the completion of the term, Marshall shall prorate the unused amount paid and refund that sum to Albion.

3.2 It is further understood and agreed that any funds received by Marshall for the Albion-Marshall Connector by means of fundraising shall be used, to the extent allowed by law, to reimburse Albion for the forty-five thousand \$45,000.00 dollars described above.

4. Termination of Agreement.

4.1 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.

4.2 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.

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

5. General Terms and Conditions.

5.1 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.

5.2 This Agreement shall be interpreted under the laws of the State of Michigan. 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.

5.3 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
City Manager
112 Cass Street
Albion, MI 49224

5.4 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.

5.5 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.

5.6 Marshall and Albion herein agree that this agreement may not be modified except in writing, signed by both parties.

5.7 Marshall, its employees, officers, or agents, shall not discriminate against any persons within the City of Albion regarding employment, housing, public accommodations, and public services on the basis of age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight, pursuant to City Ordinance.

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,

By: _____
Finance Director

By: _____
City Clerk

June ____, 2016

City of Albion,

By: _____
Mayor

By: _____
City Clerk

June ____, 2016