



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

May 6, 2013

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** – Scott Loughrige, Cross Roads Church & Ministries
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** – Items can be added or deleted from the Agenda by Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 7) **CONSENT AGENDA**

A. FY 2014 Budget – Schedule Public Hearing

City Council will consider the recommendation to schedule a public hearing to receive public comment on the proposed FY 2014 General Fund, Special Revenue Funds, Enterprise Funds and Internal Service Funds budgets.

B. Bid Award – 2013 Local Road Rehabilitation

City Council will consider the recommendation to accept the low bid from for the amount of \$ for the 2013 Local Road Rehabilitation project.

C. City Council Minutes

Work Session..... Saturday, April 13, 2013
 Regular Session..... Monday, April 15, 2013

D. City Bills

Regular Purchases \$238,189.56
 Weekly Purchases –4/12/13..... \$79,585.93
 Weekly Purchases –4/19/13..... \$181,872.26
 Weekly Purchases –4/26/13..... \$19,295.75
 Total..... **\$ 518,943.50**

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

A. Event Report – Experimental Aircraft Association (EAA)

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. Hospital Campus Overlay District (HCOD) Referendum Petition

City Council will consider the Certificate of Sufficiency for the HCOD Referendum Petitions.

Mayor:

James Dyer

Council Members:

Ward 1 - David Revore

Ward 2 - Nick Metzger

Ward 3 - Brent Williams

Ward 4 - Jack Reed

Ward 5 - Jody Mankerian

At-Large - Kathy Miller



B. Michigan Main Street Program Community Requirements and Expectations Agreement

City Council will consider the recommendation to authorize the Clerk to sign the agreement with Michigan Main Street.

C. Resolution Supporting PA 152 of 2011 Hard Cap

City Council will consider the recommendation to approve the resolution supporting the decision to keep the current benefit and contribution levels which comply with the Hard Cap set in PA 152 of 2011.

D. City Manager Evaluation

City Council will discuss the City Manager evaluation.

13) APPOINTMENTS / ELECTIONS

A. Appointment of City Attorney

B. Appointment of City Assessor

C. Appointment of City Clerk

D. Appointment of City Treasurer

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

Respectfully submitted,

Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
May 6, 2013 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Sandra Bird, Finance Director
Tom Tarkiewicz, City Manager

SUBJECT: FY 2014 Budget - Schedule a Public Hearing

BACKGROUND: Act 2 of 1968 commonly known as the Uniform Budgeting and Accounting Act (the "Act"), requires the legislative body of government to pass a general appropriations act for the General Fund and Special Revenue Funds (MVH Major and Local, LDFA, DDA and Special Projects) and may pass a special appropriations act for the Enterprise Funds (Marshall House, Electric, Dial-A-Ride, Waste Water and Water) and Internal Service Funds (Data Processing, Motor Pool and Safety). The general appropriations act shall set for the total number of mills of ad valorem property taxes to be levied and the purposes for which that millage is to be levied. In accordance with Public Act 43 of 1963, a public hearing shall be held on the proposed budgets. The required notice shall be published in the newspaper not less than six days prior to the hearing.

Additionally, Section 9.05 *Adoption of Budget, Tax Limit* of the Marshall City Charter requires "not later than the first meeting of the council in June, the council shall, by resolution, adopt all budgets for the next year and shall, in such resolution, make an appropriation of the money needed for municipal purposes during the ensuing fiscal year of the city and provide for a levy of the amount necessary to be raised upon real and personal property for municipal purposes..."

RECOMMENDATION: Schedule a public hearing for Monday, May 20, 2013 to receive comment on the proposed FY 2014 General Fund, Special Revenue Funds, Enterprise Funds and Internal Service Funds budgets.

FISCAL EFFECT: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Sandra Bird
Finance Director

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

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cityofmarshall.com



ADMINISTRATIVE REPORT
May 6, 2013 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Carl Fedders, Director of Public Services
Tom Tarkiewicz, City Manager
SUBJECT: Bid Award – 2013 Local Road Rehabilitation

BACKGROUND: Bids were received for 2013 Local Road Rehabilitation project on April 30, 2013. The project will include repaving Fair Street and Washington Street from S. Marshall Avenue to Maple Street and S. Sycamore Street from Hanover Street to the south approximately 300 feet. This project was designed by staff and will be managed by the Public Works Department.

This project is consistent with the plan set out by the 2012 Road Report and will utilize the MVH bond revenue as a funding source.

The following bids were received:

Quality Asphalt Paving Inc.	Homer	\$48,426.63
J. Allen Company	Galesburg	\$50,920.00
American Asphalt Inc.	Lansing	\$58,941.00
Michigan Paving and Materials Co.	Kalamazoo	\$61,988.00
Asphalt Solutions Plus	Marshall	\$74,661.77

The engineer's estimate for this project was \$70,000 and is scheduled to be completed during the month of June. Quality Asphalt Paving Inc. has completed a number of projects for the City of Marshall, most recently the work in the downtown parking lots.

RECOMMENDATION: It is recommended that the City Council accept the low bid of \$48,426.63 from Quality Asphalt Paving Inc. from Homer for the 2013 Local Road Rehabilitation project.

FISCAL EFFECTS: To appropriate \$48,426.63 from the FY 2013 MVH Local Street Fund Capital Outlay expenditure budget line item 203-900-970.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

Carl Fedders
Director of Public Services

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

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IN A WORK SESSION Saturday, April 13, 2013 at 9:00 A.M. in the Training Room of the Public Services Building, 900 South Marshall Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Dyer.

Present: Council Members: Mayor Dyer, Mankerian, Metzger, Miller, Reed, Revore, and Williams.

Also Present: City Manager Tarkiewicz and Finance Director Bird

Absent: None.

A. The FY 2014 Proposed Budget was reviewed, discussed and recommendations made in preparation for the budget hearing and budget adoption, scheduled for Monday, May 20, 2013 Council meeting.

B. The Council discussed the Sister City trip to Japan in October.

The meeting was adjourned at 11:00 a.m.

James L. Dyer, Mayor

Trisha Nelson, Clerk

CALL TO ORDER

IN REGULAR SESSION Monday, April 15, 2013 at 7:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Dyer.

ROLL CALL

Roll was called:

Present: Council Members: Mayor Dyer, Mankerian, Metzger, Miller, Reed, Revore, and Williams.

Also Present: City Manager Tarkiewicz.

Absent: None.

INVOCATION/PLEDGE OF ALLEGIANCE

Richard Gerten of Family Bible Church gave the invocation and Mayor Dyer led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Miller, supported Reed, to approve the agenda with the addition of item 12F – Additional Legal Counsel. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

Moved Williams, supported Metzger, to approve the Consent Agenda:

- A. Approve the recommendation to issue licenses to Schuler's Inc. and Pastrami Joe's to operate an outdoor restaurant/café;
- B. Approve retaining Nelson Tree Service, Inc. to perform tree trimming and authorize the City Clerk to sign the Agreement for a not to exceed amount of \$80,000;
- C. Accept the low bid from Balkema excavating Inc. of Kalamazoo, MI for the amount of \$267,183.50 for the Storm Sewer Improvement Project;
- D. Accept the low bid from Concord Excavating and Grading of Concord, MI for the amount of \$149,355.20 for the Rice Creek Culvert Replacement project contingent on MDEQ permit approval;
- E. Approve a resolution authorizing staff to execute a purchase order with Survalent Technology for \$35,080 for the RTU purchase and Utility Instrumentation Services for \$10,000 for installation;
- F. Accept the low bid from J Allen and Co. Inc. of Galesburg, MI for the amount of \$31,742 for the N. Ketchum Park Parking Lot Paving project contingent on MDNR bid approval;

- G. Approve a resolution authorizing staff to execute a purchase order with Stantec Consulting Inc. for \$90,600 for construction engineering services for W. Mansion Street reconstruction, N. Ketchum Park culvert replacement, and Drainage improvements;
- H. Approve minutes of the City Council Regular Session held on Monday, April 1, 2013;
- I. Approve city bills in the amount of \$ 894,690.44.

On a roll call vote – ayes: Mankerian, Metzger, Miller, Reed, Revore, Williams, and Mayor Dyer; nays: none. **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITIONS

A. Marshall Area Conservation Committee Recognition:

Mayor Dyer presented the Marshall Area Conservation Committee with the following resolution:

**CITY OF MARSHALL
COUNTY OF CALHOUN, STATE OF MICHIGAN
RESOLUTION # 2013-18**

**A RESOLUTION TO EXPRESS CONGRATULATIONS
AND PUBLIC APPRECIATION TO THE
MARSHALL AREA CONSERVATION COMMITTEE
ON THE OCCASION OF PLANTING THEIR 500TH TREE AND FOR
THEIR OVERALL STEWARDSHIP OF MARSHALL'S NATURAL
RESOURCES.**

WHEREAS, the City Council of the City of Marshall is aware that the Marshall Area Conservation Committee has through it's "Greening of Marshall" program planted 500+ trees, and has made a significant contribution to Marshall's urban forest, supporting the city's Tree City USA designation; and

WHEREAS, The Marshall Area Conservation Committee has distinguished itself as an outstanding volunteer organization and has over 10 years made significant contributions to the preservation and protection of Marshall's natural resources; and

WHEREAS, the Marshall Area Conservation Committee has also provided the community, through their efforts, environmental education and awareness, and encouragement of community action by means of hosting River Clean Up & Conservation Day, as well as the "Greening of Marshall" tree planting events, and

WHEREAS, the Marshall Area Conservation Committee embodies the spirit of exemplary environmental stewardship,

NOW, THEREFORE LET IT BE RESOLVED that the City Council of the City of Marshall hereby recognizes and congratulates the Marshall Area Conservation Committee on their significant achievements, and thanks the committee for their time and effort spent to better their community and the world, and wishes the committee well on all future endeavors.

BE IT FURTHER RESOLVED that the City Council of the City of Marshall encourages its citizens to consider the Marshall Area Conservation Committee as an example of one of Marshall's finest volunteer community service organizations.

This Resolution shall take effect upon adoption.

Date

Jim Dyer, Mayor

B. Regional Law Enforcement Center Project – Lease Discussion:

William Danhof, Bond Counsel from Miller Canfield, provided information and answered questions regarding the project building leases.

INFORMATIONAL ITEMS

An event report was provided for the Blues Fest.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Building Authority:

Moved Metzger, supported Williams, to approve the Marshall Building Authority Amendments to the Articles of Incorporation and the Resolution as recommended by the City's bond counsel. On a roll call vote – ayes: Miller, Reed, Revore, Williams, Mayor Dyer, Mankerian, and Metzger; nays: none.

MOTION CARRIED.

City of Marshall
RESOLUTION #2013-21
County of Calhoun, State of Michigan

**RESOLUTION APPROVING
AMENDMENTS TO
ARTICLES OF INCORPORATION OF
MARSHALL BUILDING AUTHORITY**

WHEREAS, the City of Marshall, County of Calhoun, State of Michigan (the "City") has previously established the Marshall Building Authority (the "Authority") under the provisions of Act 31, Public Acts of Michigan (First Extra Session), 1948, as amended ("Act 31"); and

WHEREAS, the City Council deems it advisable and necessary and in the best interests of the City to amend the Articles of Incorporation of the Authority; and

WHEREAS, the Amendments to Articles of Incorporation of the Authority have been prepared and carefully reviewed by the Council.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Amendments to Articles of Incorporation of the Authority are hereby approved and adopted.
2. The Mayor and the City Clerk of the City are hereby authorized and directed to execute the Amendments to Articles of Incorporation.
3. The City Clerk of the City shall cause the Amendments to the Articles of Incorporation to be published in *The Marshall Advisor/Chronicle*, together with a statement that the right exists to question the Amendments to the Articles of Incorporation in court as provided in Act 31.
4. The City Clerk shall file a certified copy of the Amendments to Articles of Incorporation with the Calhoun County Clerk and the Michigan Secretary of State Office of the Great Seal along with a certificate of the date and newspaper of publication.
5. The City Clerk is hereby authorized and directed to file a certified copy of the Amendments to Articles of Incorporation with the recording secretary of the Authority, when selected, and to take such steps as are necessary under the provisions of Act 31 for the Amendments to the Articles of Incorporation to be valid.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Marshall, County of Calhoun, State of Michigan, at a Regular meeting held on April 15, 2013, at 7:00 p.m., Eastern Time, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act 267.

I further certify that the following Members were present at the meeting: Mayor Dyer, Mankerian, Metzger, Miller, Reed, Revore, and Williams and that the following Members were absent: None.

I further certify that Member Metzger moved for adoption of the resolution and that Member Williams supported the motion.

I further certify that the following Members voted for adoption of the resolution: Miller, Reed, Revore, Williams, Mayor Dyer, Mankerian, and Metzger and that the following Members voted against adoption of the resolution: None.

City Clerk

AMENDMENTS TO
ARTICLES OF INCORPORATION OF
MARSHALL BUILDING AUTHORITY

These Amendments to Articles of Incorporation of the Marshall Building Authority, County of Calhoun, State of Michigan (the "Authority") are adopted, signed and acknowledged by the City of Marshall, County of Calhoun, State of Michigan (the "Incorporating Unit"), for the purpose of amending the Articles of Incorporation of the Authority originally adopted by the Incorporating Unit on February 6, 1967, and amended on February 6, 1978. The Authority was formed by the Incorporating Unit as a nonprofit municipal building authority under the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31").

1. Section 1 and Section 2 of Article V of the Articles of Incorporation are amended to read as follows:

ARTICLE V

GOVERNING BODY - OFFICERS:

Section 1. The Authority shall be directed and governed by a Board of Commissioners of three (3) members known as the "Commission." The three members shall be the persons holding the offices of City Manager, Finance Director, and Director of Public Services of the Incorporating Unit. No member of the legislative body of the Incorporating Unit shall be eligible for membership or appointment to the Authority.

Section 2. The term of the each member of the Board of Commissioners shall continue while the member holds office as City Manager, Finance Director, or Director of Public Services. In the event of vacancy in office of the City Manager, Finance Director, or Director of Public Services, the Mayor of the Incorporating Unit shall appoint a person to serve as a member of the Board of Commissioners, such appointment to be subject to confirmation by the City Council, for a term ending when a new person is appointed to office.

2. The City Clerk of the Incorporating Unit shall publish these Amendments to Articles of Incorporation once in *The Marshall Advisor/Chronicle*, a newspaper circulated within the Incorporating Unit, as required by Act 31, such publication to be accompanied by a statement that the right exists to question the Amendments to the Articles of Incorporation in court as provided in Act 31.

3. The City Clerk shall file a certified copy of the Articles of Incorporation with the Calhoun County Clerk and the Michigan Secretary of State, together with a certificate of the date and newspaper of publication, as required by Act 31.

4. These Amendments to Articles of Incorporation shall become effective and be in full force and effect upon publication.

IN WITNESS WHEREOF, the Incorporating Unit has adopted these Amendments to Articles of Incorporation and authorized execution by its Mayor and City Clerk.

CITY OF MARSHALL

By _____
Mayor

By _____
City Clerk

The foregoing Amendments to the Articles of Incorporation were adopted by the City Council of the City of Marshall, Calhoun County, Michigan, at a meeting duly held on April 15, 2013.

City Clerk

Dated: _____, 2013

B. 3rd Quarter Financial Report:

Moved Williams, supported Metzger, to receive and place on file the 3rd Quarter Financial Report. On a voice vote – **MOTION CARRIED.**

C. 3rd Quarter Investment Portfolio:

Moved Miller, supported Reed, to receive and place on file the 3rd Quarter Investment Portfolio. On a voice vote – **MOTION CARRIED.**

D. Fire Department Financial Report:

Moved Reed, supported Mankerian, to receive and place on file the Fire Department Financial Report. On a voice vote – **MOTION CARRIED.**

E. East Prospect Street Vacation Request:

Moved Metzger, supported Reed, to schedule a public hearing for Monday, May 20, 2013 to hear public comment on the vacation of East Prospect Street between North Madison Street and High Street.

F. Additional Legal Counsel:

Moved Miller, supported Reed, to retain Miller Canfield as additional Legal Counsel for the Hospital Campus Overlay District lawsuit. On a voice vote – **MOTION CARRIED.**

APPOINTMENTS / ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 7:55 p.m.

James L. Dyer, Mayor

Trisha Nelson, City Clerk

User: ctanner

DB: Marshall

EXP CHECK RUN DATES 05/09/2013 - 05/09/2013

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OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
19470	A & D LIGHTING SUPPLY	BALLASTS	98.00
27294	ABLE HEATING & COOLIN	GASKET FOR DEMAND WATER HTR	20.00
20130023	AETISTRY TECHNOLOGIES	SSL CERTIFICATE RENEWAL--3 YEARS	229.97
9909001626	AIRGAS USA LLC	CYLINDER RENTAL	91.11
SLS 10003282	ALEXANDER CHEMICAL CO	CHLORINE & SULFUR DIOXIDE BLANKET PO FO	2,423.00
SCL10000329	ALEXANDER CHEMICAL CO	DEPOSIT REFUND	(1,000.00)
73765	ALL-TRONICS INC	2-LINE PHONE ANSWERING MACHINE	337.00
11-925411	ARROW UNIFORM	CUST #010198-02	54.56
11-925413	ARROW UNIFORM	CUST #010198-03	135.58
11-917767	ARROW UNIFORM	CUST #010198-05	20.00
11-917765	ARROW UNIFORM	CUST #010198-04	62.30
11-917760	ARROW UNIFORM	CUST #010198-01	26.37
11-917766	ARROW UNIFORM	CUST #010198-03	135.58
11-917764	ARROW UNIFORM	CUST #010198-02	54.56
11-925414	ARROW UNIFORM	CUST #010198-05	20.00
11-925407	ARROW UNIFORM	CUST #010198-01	26.37
11-925412	ARROW UNIFORM	CUST #010198-04	62.30
11-933018	ARROW UNIFORM	CUST #010198-04	62.30
11-933013	ARROW UNIFORM	CUST #010198-01	26.37
11-933020	ARROW UNIFORM	CUST #010198-05	20.00
11-933017	ARROW UNIFORM	CUST #010198-02	54.56
11-933019	ARROW UNIFORM	CUST #010198-03	135.58
225-322099	AUTO VALUE MARSHALL	FORD F250 PARTS	123.09
225-322356	AUTO VALUE MARSHALL	EXHAUST CLAMP	11.97
225-322377	AUTO VALUE MARSHALL	WINDOW CRANK	35.39
225-321973	AUTO VALUE MARSHALL	COIL ON PLUG - CROWN VIC	33.89
225-322392	AUTO VALUE MARSHALL	MAGNUM STEEL	3.79
225-322661	AUTO VALUE MARSHALL	GRIND FLYWHEEL STD	55.00
225-322632	AUTO VALUE MARSHALL	AIR GREASE GUN, LAWN MOWER LIFT	229.94
225-322621	AUTO VALUE MARSHALL	OIL, BRAKE FL, BLADES, FILTERS	113.56
225-322420	AUTO VALUE MARSHALL	F65Z1523201AB RETURN	(123.09)
225-321753	AUTO VALUE MARSHALL	HOSE, HYD FITTING	83.37
225-321385	AUTO VALUE MARSHALL	EXTEND RUST TREA	18.58
225-320713	AUTO VALUE MARSHALL	IMPORT STARTER	(25.00)
225-.321434	AUTO VALUE MARSHALL	RUBBER UNDERCOAT	7.38
225-321390	AUTO VALUE MARSHALL	GRAY PRIMER	12.98
225-321722	AUTO VALUE MARSHALL	FILTERS, OIL, WIRE WHEEL	97.80
225-321445	AUTO VALUE MARSHALL	PITMAN ARM, IDLER, ARM, ULTRAWELD	207.76
031113	BAKER TOOL RENTAL & S	TOOL RENTAL	225.00
36455	BANDIT INDUSTRIES INC	410 CLUTCH KIT	776.93
627432	BOSHEARS FORD SALES I	MIRROR AS	175.50
I0016141	BROWN WOOD PRESERVING	UTILITY POLES	10,703.00
95273169	BSN SPORTS	2 BASEBALL SCOREBOARDS & REMOTE CONTROL	6,699.96
98394	BUD'S WRECKER SERVICE	INTERNATIONAL #304	150.00
63392	BUDGET DRAIN CLEANING	MH - JET ALL ROOF VENTS & DRAIN	425.00
63393	BUDGET DRAIN CLEANING	MH DRAIN CLEANING	190.00
6061	COBAN TECHNOLOGIES	WISTRON CM-9 MINI PCI	271.00
52937	COGITATE INC	MMS STATE TRUNKLINE SUPPORT	155.00
041613	COLLINS PROFESSION TR	302 GREEN ST	325.00
85200	COMPLETE ELECTRIC	EXHAUST FAN MOTOR RPR #3 HYDRO	70.00
86562	CONSUMERS CONCRETE PR	CEMENT--MONTGOMERY & MAPLE	293.30
IN26883	CORNERSTONE OFFICE SY	SHARP/X503N CONTRACT	237.79
82077	CRT, INC	CLERK & HR COMPUTERS	2,330.00
661759009	CRYSTAL FLASH ENERGY	FUEL	1,818.06
661751012	CRYSTAL FLASH ENERGY	DIESEL FUEL	669.33
729027	CRYSTAL FLASH ENERGY	PROPANE FOR FORK TRUCK	26.27
661737012	CRYSTAL FLASH ENERGY	DYED DIESEL FUEL	659.81
113703	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES	100.40
426	D HILL ENVIRONMENTAL	TRAINING	375.00
426219	DARLING ACE HARDWARE	SPRAY PAINT	7.98
426969	DARLING ACE HARDWARE	EPOXY, LEAKSEAL, MOUSE TRAPS	32.46
426972	DARLING ACE HARDWARE	SLIME TIRE SEALANT	9.99
426190	DARLING ACE HARDWARE	COUNCIL DOOR REPAIR	18.54
426117	DARLING ACE HARDWARE	PAINT SUPPLIES	25.45
426203	DARLING ACE HARDWARE	ADAPTER TERMINAL, LOCK NUT	1.56
426229	DARLING ACE HARDWARE	PAINT & SUPPLIES	15.47
426185	DARLING ACE HARDWARE	KEYS, KEY RINGS, HOLDER	37.25
426205	DARLING ACE HARDWARE	MISC BOLTS	21.59
426293	DARLING ACE HARDWARE	HEATER REPAIR	6.24
426411	DARLING ACE HARDWARE	TRASH & YARD BAGS	13.96
426894	DARLING ACE HARDWARE	SPRAY PAINT	19.96
424402	DARLING ACE HARDWARE	LIFT ROD KIT POL BRASS	5.49
426096	DARLING ACE HARDWARE	PIPE	3.83
426620	DARLING ACE HARDWARE	OIL MULTI-PURP	3.49
426440	DARLING ACE HARDWARE	ATHLETIC FIELD SUPPLIES	15.48
426999	DARLING ACE HARDWARE	LEVERS--BUILDING MAINT SUPPLIES	(1.00)
2075107905-3	DAVIS CONSTRUCTION IN	2012 WASTEWATER SYSTEM IMPROVEMENTS	23,476.09

User: ctanner

DB: Marshall

EXP CHECK RUN DATES 05/09/2013 - 05/09/2013

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
2075107905-2	DAVIS CONSTRUCTION IN	2012 WASTEWATER SYSTEM IMPROVEMENTS	9,892.53
32150	DOUGLASS SAFETY SYSTE	NUMBER "4" STICKERS	9.62
3058977	EDWARDS INDUSTRIAL SA	SHAFT COUPLING	19.41
849125	ELECTION SYSTEMS & SO	BREAK/FTX-HDW MTC-AUTO	30.53
S100703619.001	ETNA SUPPLY	SEWER PIPE	609.94
MIMA145254	FASTENAL COMPANY	MAINTENANCE SUPPLIES	120.06
MIMA144913	FASTENAL COMPANY	JANITORIAL SUPPLIES	288.27
MIMA145186	FASTENAL COMPANY	SCOREBOARD PROJECT SUPPLIES	136.98
204333	FIRE EXTINGUISHER SER	2-1/2 GAL WATER PRESS	115.00
283475	FISHBECK THOMPSON CAR	2013 STORM SEWER IMPROVEMENTS - DESIGN	21,762.05
2961	GLGC PLUMBING COMPANY	SWITCH WATER SUPPLY LINE IN BLDG BASEMN	91.70
105608403	GLOBAL EQUIPMENT COMP	PICNIC TABLES	1,225.42
9115598626	GRAINGER	BRASS SLEEVE BEARING	80.55
9114557110	GRAINGER	SAMPLER TUBING	187.80
67548	HERMANS MARSHALL HARD	CONTRACTOR BAGS	17.79
67996	HERMANS MARSHALL HARD	NEW LIGHT BULB TOTE	29.99
67974	HERMANS MARSHALL HARD	SCRAPER	31.49
67979	HERMANS MARSHALL HARD	TREE PLANTING SUPPLIES	185.88
67501	HERMANS MARSHALL HARD	METAL ROD	3.79
68175	HERMANS MARSHALL HARD	SWIFFER CLOTH, BULBS	38.94
37964	HERMANS MARSHALL HARD	PAPER BAGS	59.85
67994	HERMANS MARSHALL HARD	AMERICAN FLAG	119.99
67505	HERMANS MARSHALL HARD	SANDPAPER	2.97
67538	HERMANS MARSHALL HARD	SANDPAPER, SPRAY PAINT	5.98
67943	HERMANS MARSHALL HARD	CONTACT CEMENT, SCREWS	6.99
67942	HERMANS MARSHALL HARD	SIMPLE GREEN, SPRAYER	46.48
67533	HERMANS MARSHALL HARD	ANT SPRAY	10.98
67926	HERMANS MARSHALL HARD	DUSTBUSTER	39.99
67940	HERMANS MARSHALL HARD	CHAIN, BOLTS, NUTS, PINS, PAINT MARKERS	86.90
67962	HERMANS MARSHALL HARD	ATHLETIC FIELD SUPPLIES	22.99
267894180	IDEXX DISTRIBUTION CO	WATER TESTING SUPPLIES	942.61
267778244	IDEXX DISTRIBUTION CO	BACTI BOTTLES	263.58
RMS000259	INTERACT PUBLIC SAFET	JUNE RMS MAINTENANCE	1,000.00
503941	IRVIN'S HARDWARE	CHAIN SAW CHAIN	81.78
82095	J & K PLUMBING SUPPLY	HEATER REPAIR	65.11
82061	J & K PLUMBING SUPPLY	HEATER REPAIR	41.57
82096	J & K PLUMBING SUPPLY	COUPLING & NIPPLE	1.89
82225	J & K PLUMBING SUPPLY	COUPLINGS	8.56
82229	J & K PLUMBING SUPPLY	NIPPLES	2.55
82232	J & K PLUMBING SUPPLY	MANFIELD DIAPHRAGM SEAL	5.72
81830	J & K PLUMBING SUPPLY	END OUTLET CONT WASTE	16.68
82247	J & K PLUMBING SUPPLY	REPAIR SPRINKLER LINE FOR FOUNTAIN	50.15
82492	J & K PLUMBING SUPPLY	PUMP HOSE REPAIR	8.72
1689280-00	J.O. GALLOUP COMPANY	FOUNTAIN SPRINKLER LINE MAINT	36.95
W40005	JACK DOHENY SUPPLIES	REPAIR VACTOR UNIT	859.04
93	JOHN D BRUNDAGE &	FEBRUARY SERVICES	2,690.00
042713	K-MART	APRIL CHARGES	46.49
132712	KAR LABORATORIES INC	CYANIDE ANALYSIS	100.00
132282	KAR LABORATORIES INC	MERCURY ANALYSIS	260.00
132281	KAR LABORATORIES INC	CYANIDE ANALYSIS	100.00
S101558543.001	KENDALL ELECTRIC INCO	3/8" DRAW STUD	25.44
693668C	KIESLER'S POLICE SUPP	AMMO	280.50
1026145	LEGG LUMBER	BLACKTOP PATCH	43.96
1026228	LEGG LUMBER	SEALING TAPE	19.99
1026099	LEGG LUMBER	GRAVEL MIX	64.35
746742	LEXISNEXIS SCREENING	SCREENINGS	55.00
9	MAGIC MAIDS	APRIL CLEANING	850.00
291528	MARSHALL FEED & GRAIN	DUST - PEST CONTROL	9.50
1026023	MARSHALL LUMBERTOWN	DRYWALL	14.98
12820	MARSHALL MEDICAL ASSO	HOWLAND, BROCK	168.00
12820A	MARSHALL MEDICAL ASSO	COULTER, JOHN	56.00
8717	MARSHALL TIRE CITY	REAR TIRES & LOADING TIRES	1,016.01
6641	MARSHALL TIRE CITY	TIRE	76.00
50116971	MCMASTER-CARR	RUBBER BELTING	55.56
63695	MIDWEST TRANSIT EQUIP	PCB BOARD ASM	143.45
1202415	MILLER CANFIELD PADDO	GENERAL MATTERS	27.50
12894763	MSC INDUSTRIAL SUPPLY	LG RUBBER BANDS	91.65
RINV02050936	MY ALARM CENTER	ALARM MONITORING	123.00
343210	NAPA OF MARSHALL	HOSE & ENDS	28.39
343314	NAPA OF MARSHALL	EXHAUST WRAP	19.59
1941	OERTHERS	MILORGANITE, GRASS SEED	97.14
2075121202-5	PARRISH EXCAVATING	MANSION STREET WATER MAIN CONSTRUCTION	82,219.79
5726842	POWER LINE SUPPLY	#1 - 2/9 LOCKTITE	762.00
5726844	POWER LINE SUPPLY	1/0 JUMPER SLEEVE	189.25
5726839	POWER LINE SUPPLY	2/0 JUMPER SLEEVE	537.75
5726698	POWER LINE SUPPLY	CLIMBING GLOVES	25.12
5725094	POWER LINE SUPPLY	HOUSE BUTTON	187.50

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EXP CHECK RUN DATES 01/01/2013 - 05/09/2013

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
2697813559-0413	QLT	ACCT #269-781-3559	13.99
5805	QUALITY ENGRAVING SER	WHP GRANT - PROMOTION	55.00
5792	QUALITY ENGRAVING SER	BENCH PLAQUE	25.00
5824	QUALITY ENGRAVING SER	SPONSOR PLAQUES	264.00
4527	QUANTUM CONSTRUCTION	OBSERVATION DECK	23,377.51
43750	R&R FIRE TRUCK REPAIR	SERPENTINE BELT REPAIR	235.00
11459	RADIO SHACK	GIGAWARE 16' USB 2.0 EXT	29.99
710300	SD MYERS	OIL RETEST	525.00
ADV0229360	SOURCEMEDIA	LEGAL AD	1,535.00
62209	SPORTSARAMA	SOFTBALLS	312.00
26426	STANDARD PRINTING & O	SECURITY CHECK FORM	143.42
674758	STANTEC CONSULTING MI	CONSTRUCTION ENGINEERING SERVICES	2,286.45
681068	STANTEC CONSULTING MI	CONSTRUCTION ENGINEERING SERVICES	7,396.00
7000587115	STAPLES CONTRACT & CO	TONER	127.49
7000587116	STAPLES CONTRACT & CO	SPOONS	9.98
7000587114	STAPLES CONTRACT & CO	OFFICE SUPPLIES	527.45
WA 352027	STATE OF MICHIGAN - M	WEATHER OBSERVATION & DATA SYS	482.11
82366	STEENSMA	JOHN DEERE Z920 MOWER	7,248.00
109758	SUBURBAN MECHANICAL C	SERVICE CALL @ PSB	663.66
227012887	U.S. BANK EQUIPMENT F	LEXMARK XS436 COPIER	58.56
17555UFS	UTILITY FINANCIAL SOL	SPECIAL RATE DESIGN	1,560.00
382770	WALTERS-DIMMICK PETRO	GREASE	92.17
41057	WESCO DISTRIBUTION IN	CFL	7,800.00
			238,189.56

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EXP CHECK RUN DATES 04/12/2013 - 04/12/2013

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OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
6100458-000-0413	AD-VISOR & CHRONICLE	MARCH AD	66.69
6100458-000-0413A	AD-VISOR & CHRONICLE	MARCH ADS	1,766.29
040813	ANTHONY LEE MERRINGER	CDL LICENSE REIMBURSEMENT	47.00
APR 2013	BATTLE CREEK UNLIMITE	APRIL SERVICES	10,055.55
3002860013	BEVERLY RIHN	REFUND UTILITY DEPOSIT	5.50
022813	BIRD, SANDRA	EXPENSE REIMBURSEMENT	56.50
21-040400-13	BLAIR, CHRISTINA	REFUND UTILITY DEPOSIT	16.53
040913	C N A SURETY	BOND FOR LIQUOR LICENSE--BLUES FEST	50.00
APR 2013	CALHOUN COUNTY EQUALI	APRIL 2013 SERVICES	2,122.00
37568813	CITGO	FLEET #132271610	12,566.75
599698	COMMERCIAL OFFICE PRO	OFFICE SUPPLIES	220.01
1148	CORNERSTONE INSPECTIO	INSPECTION	40.00
4736	CRYSTAL FARMS	SPRING DAY CAMP	360.00
1155180-0313	CULLIGAN	ACCT #1155180	10.00
31-009600-15	DEAN & ADDIE MABUS	REFUND UTILITY DEPOSIT	45.60
040413	DOBBINS, RICHARD	ENERGY OPTIMIZATION--FURNACE	150.00
032813	FEDDERS, CARL	EXPENSE REIMBURSEMENT	807.36
1021683-1026152	GRIFFIN PEST SOLUTION	323 W MICHIGAN AVE	64.00
1021684-1026153	GRIFFIN PEST SOLUTION	900 S MARSHALL	88.00
388911	HUB INTERNATIONAL MID	POLICY #S1805444	43,943.00
040813	KNAUF, ERNIE	EXPENSE REIMBURSEMENT	29.50
82130231059095-041	LOWES BUSINESS ACCOUN	ACCT #821 3023 105909 5	180.97
040913	LUIB, EARL	BOOT ALLOWANCE	84.79
49555545	MCMASTER-CARR	REFLECTIVE NUMBERS	19.59
7900044055829307-4	NEOFUNDS BY NEOPOST	ACCT #7900 0440 5582 9307	3,000.00
4819	NU-TWIST SCREEN PRINT	LOGO DESIGN	800.00
040513	PALMER, DAVID	ENERGY OPTIMIZATION--FRNCE, A/C & THERM	365.00
249-003725044	REPUBLIC SERVICES #24	ACCT #3-0249-1022021	590.13
32-043800-24	RODRIGUEZ, LINDSEY	REFUND UTILITY DEPOSIT	78.33
2900550039	SHARP, GARY	REFUND UTILITY SECURITY DEP	22.72
29-005500-39 REF	SHARP, GARY	REFUND OVERPAYMENT	39.69
14-001000-08	SHOUP, MARY	REFUND UTILITY OVERPAYMENT	50.88
21063-0413	SPARTAN STORES	MARCH CHARGES	229.93
224843832-083	SPRINT	ACCT #224843832	393.31
22-011600-03	SUMM, KIMBERLY	REFUND UTILITY OVERPAYMENT	1,090.00
040113	TRUDEAU, TERI	SUPPLIES	36.72
040513	TRUDEAU, TERI	SUPPLIES	7.55
9702523994	VERIZON WIRELESS	ACCT #987146080-00001	76.04
			79,575.93
		Prescription Reimbursements	10.00
		Total Cash Disbursements	\$79,585.93

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EXP CHECK RUN DATES 04/19/2013 - 04/19/2013

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
26978144477494-13	A T & T	269 781-4447 749 4	129.29
269781981504-13	A T & T	269 781-9815 267 0	1,796.24
269789280604-13	A T & T	269 789-2806 635 7	63.52
269789463004-13	A T & T	269 789-4630 541 5	294.62
269789467104-13	A T & T	269 789-4671 266 9	178.31
269789261504-13	A T & T	269 789-2615 963 4	70.07
269781907004-13	A T & T	269 781-9070 573 1	44.33
18-010400-04	ADVANCED REAL ESTATE	REFUND UTILITY OVERPAYMENT	12.75
Z1406436ND	AMERICAN MESSAGING	ACCT #Z1-406436	103.48
041713	ANDERSON, MONICA	INSTALL CAREPET	715.00
287238047810X04111	AT&T MOBILITY	ACCT #287238047810	50.31
3-009500-19	BEGG, CARRIE	UTILITY DEPOSIT REFUND	4.02
7016312/0009-0513	BLUE CROSS BLUE SHIEL	GROUP #0007016312/0009	7,755.56
7016312/0007-0513	BLUE CROSS BLUE SHIEL	GROUP #0007016312/0007	44,598.91
7016312/0008	BLUE CROSS BLUE SHIEL	GROUP #7016312/0008	63,096.15
7016312/0005-0513	BLUE CROSS BLUE SHIEL	GROUP #007016312/0005	1,813.15
041113	CALHOUN COUNTY TREASU	POMA GLASS/AFG/ACG--IFT REVOCATION CLWB	123.50
041113	CALHOUN INTERMEDIATE	POMA GLASS/AFG/ACG--IFT REVOCATION CLWB	367.23
27-052200-01	CARTEY, MARY	REFUND UTILITY OVERPAYMENT	2.26
2550557181-0413	CHEMICAL BANK SOUTH	T TARKIEWICZ HSA ACCT 2550557181	93.00
2550557181-041713	CHEMICAL BANK SOUTH	HSA ACCT #2550557181 T. TARKIEWICZ	502.50
32049600-28	CHRIS JENKINS & JENNA	REFUND UTILITY DEPOSIT	46.48
600583	COMMERCIAL OFFICE PRO	CRTDGS	282.22
7018274-0413	EARTHLINK BUSINESS	ACCT #7018274	2,266.50
300009075	EDWARD COSTINE	BOOT ALLOWANCE	50.99
32-044200-18	FUERSTENBERG, BLAIR	REFUND UTILITY DEPOSIT	56.48
041113	GRAND HOTEL	DEPOSIT FOR TRIP #2	500.00
24580/1	HARVESTER FLOWER SHOP	JOHN COULTER	81.00
041413	KNAUF, ERNIE	EXPENSE REIMBURSEMENT	27.52
29-012400-08	LAFFERTY, MARLENE	REFUND UTILITY DEPOSIT	137.28
041513	MARSHALL ACTIVITY CEN	ADULT 5 ON 5 BASKETBALL	717.50
7681-0413	MARSHALL COMMUNITY CU	7681 - TARKIEWICZ	691.75
2113-0413	MARSHALL COMMUNITY CU	2113 - TRUDEAU	140.00
4570-0413	MARSHALL COMMUNITY CU	4570 - FEDDERS	122.31
3648-0413	MARSHALL COMMUNITY CU	3648 - KIESSLING	281.82
041113	MARSHALL DISTRICT LIB	POMA GLASS/AFG/ACG--IFT REVOCATION CLWB	653.47
041113	MARSHALL PUBLIC SCHOO	POMA GLASS/AFG/ACG--IFT REVOCATION CLWB	8,528.47
041013	MATHEW POTTER	EXPENSE REIMBURSEMENT	11.84
49876983	MCMASTER-CARR	REFLECTIVE STICKERS	165.21
49749183	MCMASTER-CARR	REFLECTIVE STICKERS	39.80
S3373980.001	MEDLER ELECTRIC COMPA	12GA THHN WIRE	65.17
2013	MICHIGAN CHAPTER OF N	THERESA SEARS - SPRING CONFERENCE	125.00
041513	MMEA	2013 MEMBERSHIP MEETING	30.00
041513	MOORE, GARRETT	EXPENSE REIMBURSEMENT	51.86
340955	NAPA OF MARSHALL	REMAN AIR DRYER	400.69
341696	NAPA OF MARSHALL	CREDIT-REMAN AIR DRYER	(400.69)
1301400004	OLSEN, LORI	REFUND UTILITY OVERPAYMENT	56.20
040913	PEACE, BETTY M	REFUND SECURITY DEPOSIT	282.00
022813	SCHULER'S RESTAURANT	VISIONING SESSION	225.00
7648	SIGNWORLD CONCEPTS	REPAIR & INSTALL SIGN FOR CHAMBER	318.00
10319226	STANDARD & POOR'S	ANALYTICAL SERVICES	8,590.00
041113	STATE OF MICHIGAN	POMA GLASS/AFG/ACG--IFT REVOCATION CLAW	33,287.54
14-005000-12	SWISHER, AMANDA	REFUND UTILITY OVERPAYMENT	53.65
040513A	TRUDEAU, TERI	SPRING BREAK SUPPLIES	7.55
9702681376	VERIZON WIRELESS	ACCT #683169426-00001	88.52
040913	WALLING, ROBIN	EXPENSE REIMBURSEMENT	181.32
031513	WALLING, ROBIN	EXPENSE REIMBURSEMENT	13.56
032613	WALLING, ROBIN	EXPENSE REIMBURSEMENT	31.08
32-026000-16	WILEY, MELISSA	REFUND UTILITY DEPOSIT	65.38
10040269-0313	WOW! BUSINESS	ACCT #10040269	372.82
10040764-0413	WOW! BUSINESS	ACCT #010040764	1,364.80
10058364-0313	WOW! BUSINESS	ACCT #010058364	32.97
			181,857.26
		Prescription reimbursements	15.00
		Total Cash Disbursements	\$181,872.26

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EXP CHECK RUN DATES 04/26/2013 - 04/26/2013

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
20-019200-05	ADKINS, SUZANNA	REFUND UTILITY DEPOSIT	3.09
ALLMI550-0513	ALLSTATE WORKPLACE DI	POLICY # ALLMI550	783.23
042513	BALLARD, FRANK R	INSPECTORS COMMISSION	80.00
042313	BLANKENSHIP, GODFREY	REFUND PET DEPOSIT	300.00
043013	CALHOUN COUNTY TREASU	APRIL TRAILER FEES	80.00
041213	CITY OF MARSHALL	PETTY CASH REIMBURSEMENT DRAWER #2	33.09
201536446506	CONSUMERS ENERGY	1000 0916 3971	2,155.62
201536446503	CONSUMERS ENERGY	1000 0916 3203	258.61
201002640490	CONSUMERS ENERGY	1000 5741 9077	386.27
201536446505	CONSUMERS ENERGY	1000 0916 3708	269.95
201536446504	CONSUMERS ENERGY	1000 0916 3435	985.27
201269490836	CONSUMERS ENERGY	1000 6710 1772	45.24
204117343514	CONSUMERS ENERGY	1000 0759 4680	400.27
RIS0000321432	DELTA DENTAL PLAN OF	CLIENT # MIC22820001	4,808.76
041613	FISHER, CHARLIE	SCHOOL LUNCH	13.52
042513	GANO, DARYL	INSPECTOR COMMISSION	705.00
042513	GROSS, JOHN	INSPECTORS COMMISSION	456.25
042413	LEIBOLD, MICHELLE	MILEAGE REIMBURSEMENT	47.23
99007320387-0413	LOWE'S	ACCT #9900 732038 7	528.76
2998-0413	MARSHALL COMMUNITY CU	2998 - DIXON	1,667.13
3507-0413	MARSHALL COMMUNITY CU	3507 - MCDONALD	282.69
9421-0413S	MARSHALL COMMUNITY CU	9421 - SEARS	717.78
4562-0413	MARSHALL COMMUNITY CU	4562 - HUESTIS	59.00
3960-0413	MARSHALL COMMUNITY CU	3960 - SCHWARTZ	240.66
M 03-13	MICHIGAN SOUTH CENTRA	MARCH NATURAL GAS	3,785.03
29-003000-29	PATRICK, KEITH	REFUND UTILITY DEPOSIT	87.38
30-057200-33A	RUSSELL HOAGLIN	REFUND UTILITY DEPOSIT	78.62
041613	TICE, LUCAS	SCHOOL LUNCH	12.30
			19,270.75

Prescription reimbursements 25.00

Total Cash Disbursements \$19,295.75

EVENT REPORT

EVENT: Young Eagles Flight Rally

EVENT LOCATION: Brooks Field

SPONSOR: Experimental Aircraft Association Chapter 1076

EVENT DATE: Saturday, May 11, 2013

EVENT TIMEFRAME: 8am – 11am

MDOT PERMIT REQUIRED: YES NO

MDOT PERMIT GRANTED: YES NO

LANE CLOSURE TIMEFRAME: None

EVENT STREETS AFFECTED: None

DETOUR DETAIL: None

EVENT DETAIL: Area young people ages 8-17 will have a chance to take to the skies on Saturday, May 11, from 8 am to 11 am, as Experimental Aircraft Association (EAA) Chapter 1076 hosts a Young Eagles Flight Rally at Brooks Field Airport, 1243 S Kalamazoo Ave, Marshall, MI. The rally is part of the EAA Young Eagles Program, created to interest young people in aviation.

Those wishing to schedule a flight time on May 11 are asked to call Jim Blankenship at 269-317-9108 as limited slots are available (rain date will be the following day, Sunday, May 12). Also on May 11, the annual **Remote-Control Plane Swap Meet** activity will be on-going in the airport's main hangar from 10am – 3pm, with a 12:00 jet demo and open RC flying available throughout the day. Event is open to the public for an admission fee of \$5 per car, with free admission to RC participants (current AMA membership required for RC flyers).

For event general questions, please contact: Brooks Field Aviation Association, email airport.bfaa@gmail.com, phone 269-254-3719.

COUNCIL NOTIFICATION DATE: May 6, 2013



ADMINISTRATIVE REPORT
May 6, 2013 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council
FROM: Trisha Nelson, City Clerk
SUBJECT: Hospital Campus Overlay District (HCOD)
Referendum Petition

BACKGROUND: On Monday April 29, 2013, I received referendum petitions with 992 names to repeal Ordinance No. 2013-02, concerning the Hospital Campus Overlay District (HCOD) Ordinance. I have reviewed the submitted petitions and according to City Charter Section 5.04 find them to be sufficient. A Certificate of Sufficiency is attached.

RECOMMENDATION: No action is needed at this time.

FISCAL EFFECT: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Trisha Nelson

Trisha Nelson
City Clerk

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com



CERTIFICATE OF SUFFICIENCY

On April 29, 2013, 63 petition sheets containing 992 signatures for the reconsideration of Ordinance No. 2013-02 concerning the Hospital Campus Overlay District (HCOD) were received.

On May 1, 2013, I, Trisha Nelson, City Clerk, for the City of Marshall, have determined the petitions to be sufficient.

5/1/2013
Date

Trisha Nelson
Trisha Nelson, City Clerk

323 W. Michigan Ave.
Marshall, MI 49068
p 269.781.5183
f 269.781.3835
cityofmarshall.com



ADMINISTRATIVE REPORT
May 6, 2013 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Michigan Main Street Program Community Requirements and Expectations Agreement

BACKGROUND: The City has participated in the Michigan Main Street program since 2003. The State has revised the statewide agreement and is requesting adoption. The Downtown Development Authority/Main Street Board has recommended approval. The new agreement is attached.

A letter will be attached to the agreement which clarifies FOIA requirements and the MAEDA Main Street Manager responsibilities with the MAEDA personnel team,

RECOMMENDATION: It is recommended that the Council authorize the Clerk to sign the agreement with Michigan Main Street.

FISCAL EFFECT: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

Michigan Main Street Program Community Requirements and Expectations Agreement

Master Level

THIS AGREEMENT is entered into and executed by Michigan Main Street (“MMS”), whose address is 735 East Michigan Avenue, Lansing, MI 48909, and the City of Marshall, County of Calhoun, State of Michigan (the “Community”) whose address is - 323 West Michigan Avenue Marshall, MI 49063, and its Marshall Main Street (the “Local Program”) whose address is 323 West Michigan Avenue Marshall, MI 49063, each of such parties being a “Party” to this Agreement, for the purpose of implementing the MMS Program in the community.

WHEREAS, MMS has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Washington, D.C. (the “NTHP NMSC”), to provide technical expertise, training and services to designated Michigan communities;

WHEREAS, the Community and Local Program have successfully completed all requirements and expectations of the Selected Level (which is the initial level of participation in the MMS Program) and have been accredited based on the Ten Standards of Performance by the NTHP NMSC as outlined in Attachment 1;

WHEREAS, this Agreement is for the purpose of setting forth the MMS Program requirements and expectations for the Community’s Local Program, pursuant to its designation as a Master Michigan Main Street Community and pursuant to contractual arrangements between the NTHP NMSC and MMS, so as to assist in the revitalization of the designated Local Program area of Marshall, Michigan;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Community and its Local Program agree to these Minimum Participation Standards:

1. Employ a full-time (no less than forty (40) hours per week) program director for Local Program who will be responsible for the day-to-day administration of the Main Street program in the Community, and develop a job description to describe the duties for which the program director is responsible. During transition periods between program directors, Local Program must make all efforts to hire a new director within a reasonable amount of time. Generally, an interim director should be in place two months after a program director leaves and a full-time director should be in place six months after a director leaves.

2. Maintain an active Board of Directors and Committees, following the National Main Street 4-Point Approach (as set forth in Attachment 2), to actively lead Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities.
3. Fund Local Program for the term of this Agreement at a level allowing for the full operation of the program. Funding must contain both dedicated funds by public entities and private contributions through fundraising activities.
4. Participate in all scheduled the MMS Program services (outlined in Section II of this Agreement). Travel expenses to any required sessions are the sole responsibility of Local Program. If the Community is temporarily without a program director or the program director is unable to attend, then a representative from the Community is required to attend in their place.
5. Submit complete and accurate monthly reports by the 10th of each month on the form provided by the MMS Program.
6. Submit complete and accurate annual reports by the 10th of August each year on the form provided by the MMS Program. (All such monthly and annual reports being hereinafter referred to as "**Reports.**")
7. Maintain a current membership in the National Main Street Center Network.
8. Continue to meet the Ten Standards of Performance set by the NTHP NMSC for accreditation, as outlined in Attachment 1. The Community must meet these standards at the end of each two-year period or this Agreement will be terminated and the Community will no longer be a MMS certified community. All rights associated with the Community's participation in the MMS Program will be revoked including the right to use the MMS Program name and logo.
9. Utilize the MMS Program name and logo with the MMS Program pre-approval. The use of the name and logo can be used for marketing materials, window signs, flags, letterhead, banners, pins, etc. The MMS Program name and logo are trademark protected. Any MMS road signs given to the Community by the MMS Program are property of the MMS Program and shall be returned if the Community is no longer a MMS Community. See Section III, Number 3, of this Agreement.
10. Maintain Local Program's boundaries and organization structure approved upon the Community's designation as a MMS community. Changes to either of these require MMS Program approval as it could affect the services provided to the Community.
11. Understand all requirements of this Agreement must be met regardless of changes within the Local Program, such as temporary displacement of program director.

If requirements of this Agreement are not met, MMS Program services will be suspended, and a written warning to the Chairperson of the Board of Directors and program director will be issued requesting an explanation. Once requirements are met, MMS Program services will be reinstated. If requirements continue to not be met, this Agreement will be terminated and Community will no longer be a MMS community. All rights associated with the Community's participation in the MMS Program will be revoked, including the right to use the MMS Program name and logo.

12. Assume full responsibility for all costs and expenses associated with the performance of the Local Program and the performance of its rights and responsibilities under this Agreement. The Community and the Local Program further acknowledge that the MMS Program is not responsible to the Community and the Local Program for any costs associated with this Agreement or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as a MMS Community.

SECTION II. The MMS Program agrees to provide these services:

1. Provide customized program training and technical assistance to each MMS Community. Training and technical assistance are anticipated as follows, but may be modified by the MMS Program, in its sole discretion, to meet programmatic needs:

Program Services provided to Master MMS Communities:

- Manager Selection Assistance (C)*
- Board Training (C)*
- Manager Training (C)*
- Work Plan Training (C)*
- Committee Training (C)*
- Main Street Building Basic (C)*
- Design Services – remainder of services to the Community from Selected Level
- MMS Quarterly Trainings
- Branding Service (C)*
- Retail Merchandising (C)*
- Biennial Program Evaluations (C)*
- Accreditation w/ the National Main Street Center
- MMS Listserv Opportunities
- Mentoring Opportunities
- Eligible for seat on MMS Advisory Committee

* (C) = Services provided within community

2. Conduct MMS Quarterly Forums statewide for program directors and Local Program volunteers. Specific forum training topics will vary and be based on the combined needs of all MMS Communities.
3. Conduct a Biennial Program Evaluation for each Master Level Local Program. In order to receive this service, the Community and Local Program must be in compliance with the above Minimum Participation Standards (Section II.1 above)
4. Conduct a Check-in Visit for each Master Level Local Program, to occur in alternating years with the above Biennial Program Evaluation (II.3). The year following acceptance of Local Program into the Master Level, the Check-in Visit will be performed in order to informally assess and advise Local Program. The next year, the Biennial Program Evaluation will occur, and the schedule will continue to alternate as such for the term of this Agreement.
5. Provide advice, information, and additional on-site assistance to the Community, Local Program, its staff, and its Board of Directors upon request by Local Program and subject to the MMS Program schedule, program constraints, staff availability, and costs associated with the request. MMS may request the assistance of other State or Federal agencies.
6. Provide one (1) Design 101 Training workshop and the remainder of Design Services not utilized during the Community's participation in the Selected Level. The Design Services may be scheduled according to the Community's needs with a maximum of three (3) services provided per year as long as Local Program is in compliance with this Agreement.
7. Invite all Master MMS communities to attend training and technical assistance opportunities in the other Selected or Master MMS Communities.
8. Accredite, on behalf of the NTHP NMSC, all eligible MMS communities that meet the above Minimum Participation Standards (Section II.1) and the NTHP NMSC Ten Standards of Performance outlined in Attachment 1.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. **TERM OF THE AGREEMENT.** This Agreement, beginning January 1, 2013 shall remain in effect until such time as the "**Termination or Cancellation**" provisions hereof are invoked. All procedures for termination and cancellation are outlined below in Section III.17.
2. **CONFIDENTIAL INFORMATION.** Except for information provided to MMS at its request or as part of this Agreement, the Community, Local Program, and their employees, agents, and representatives shall not disclose, other than to the

extent required by law, including without limitation, the Freedom of Information Act, any information or data, including but not limited to all materials furnished to the Community and/or Local Program by MMS (“**Confidential Information**”) without the written consent of MMS. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community and/or Local Program; becomes publicly available other than through breach of this Section; or is received by the Community and/or Local Program from a third party with authorization to make such disclosures or is released with MMS’s prior written consent.

3. **LICENSING OF CERTAIN MARKS.** MMS grants to Local Program a license to utilize the MMS Program trade names, trademarks, logo, and/or service marks (“**MMS Marks**”) for the express purpose of publicizing the Community’s selection and involvement as a the MMS Program Community. Local Program’s use of the MMS Marks shall be approved by MMS in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** Local Program acknowledges that it is being granted a limited license during the term of this Agreement by MMS hereunder to use the MMS Marks in accordance with the terms and conditions of this Agreement, and that no further or greater rights are granted in or to the MMS Marks. Local Program acknowledges that MMS owns all rights, title and interest in and to the MMS Marks and that it will do nothing inconsistent with MMS’s ownership of the Marks.
5. **INDEMNIFICATION AND LIABILITY INSURANCE.** The Community and its Local Program shall indemnify, defend, and hold harmless MMS and its subsidiaries, agents, employees and contractors from any damages, liability, costs or expenses that it may sustain through the negligence or willful acts of the Community and/or its Local Program pertaining to the performance of this Agreement. The Community and its Local Program shall maintain such insurance as shall be necessary to protect MMS from claims that may arise out of or as a result of the Community’s and/or Local Program’s operations pursuant to this Agreement. The Community and/or Local Program will provide and maintain its own property damage insurance (written at not less than full replacement cost), workers compensation insurance (written for not less than any limits of liability required by law), and liability insurance (maintained at not less than \$1 million per occurrence, and \$5 million in the aggregate). MMS shall be listed as an additional named insured on all such insurance policies. The Community and Local Program shall provide to MMS periodic certificates of insurance to evidence the compliance with such insurance requirements, and, in any event, shall deliver such certificates to MMS within 10 days after request by MMS.
6. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not

contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.

7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, the Community and its Local Program shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of MMS. Any future successors of the Community and/or Local Program will be bound by the provisions of this Agreement unless MMS otherwise agrees in a specific written consent.
8. **COMPLIANCE WITH LAWS.** The Community and Local Program shall comply with all applicable laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority (collectively, "laws"). The Community and/or Local Program is not, and will not during the term of this Agreement, be in violation of any laws to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.
9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not operate as a waiver unless otherwise stated in this Agreement, and will not excuse subsequent failures or delays, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right, and will not be construed as an automatic exercise of subsequent rights.
10. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be reasonably identified by notifying Party. MMS, the Community and Local Program may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
11. **NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES.** In connection with this Agreement, the Community and its Local Program shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or

indirectly related to employment because of race, color, religion, national origin, age, gender, height, weight, marital status or handicap. In connection with this Agreement, the Community and its Local Program shall not violate 1980 Public Act 278, as amended, MCL 423.321, et seq, by entering into a sub-contract with any individual person, firm or entity who has been found in contempt of court by a Federal Court of Appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act. Violations of law after the beginning date of this Agreement may result in its termination.

12. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
13. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this paragraph shall survive the termination of the cancellation of this Agreement.
14. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.** The MMS Program is limited to furnishing its technical services to the Community and its Local Program and thus nothing contained herein shall create any employer-employee relationship. Further, this Agreement does not create a partnership relationship.
15. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
17. **TERMINATION OR CANCELLATION.**
 - A. This Agreement may be terminated by MMS by providing written notice of default and termination to the Community and its Local Program ("**Notice of Default and Intent to Terminate**") upon the occurrence of any of the following events or conditions ("**Event of Default**"):
 - (i) any representation or covenant made by the Community and/or its Local Program is determined by MMS, in its reasonable judgment, to be incorrect at the time that such representation or covenant was

made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;

- (ii) the Community's and/or its Local Program's failure to comply with any of the requirements of this Agreement;
- (iii) use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.

- B. Notwithstanding the foregoing, the Community and its Local Program acknowledges that MMS's performance of its obligations under this Agreement is dependent upon the continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects MMS's ability to fund and administer the MMS Program, then MMS may cancel this Agreement by providing notice to the Community and its Local Program of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Community or its Local Program, or with such other time period as MMS, in its sole discretion, deems reasonable.
- C. In addition to the above, either party may terminate its obligations under this Agreement, without cause, by giving the other party a 30-calendar day written notice of such termination.
- D. In the event that this Agreement is terminated, neither MMS nor the Community or its Local Program shall have any further obligation to perform under this Agreement. The Community and/or Local Program shall, unless otherwise directed by MMS in writing, immediately take all reasonable steps to terminate operations under this Agreement.

18. **RESERVATIONS.** MMS reserves the right to modify services provided to the Community and/or its Local Program as necessary.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are authorized to enter into this Agreement.

20. **Failure to sign and submit this agreement to MMS on or before May 31, 2013, will result in the termination of the Community's participation in the MMS Program.**

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

City of Marshall, Michigan (“COMMUNITY”)

BY: _____
(City Clerk) (Date)

Marshall, Michigan
(City)

Marshall Main Street (“LOCAL PROGRAM”)

BY: _____
(Marshall Main Street Board Chairperson) (Date)

Marshall Main Street
(Local Program)

MICHIGAN MAIN STREET (“MMS”)

BY: _____
(Director, Downtown & Community Services) (Date)

BY: _____
(State Historic Preservation Officer) (Date)

National Trust for Historic Preservation / National Main Street Center

**Ten Standards of Performance
for Accreditation**

1. Has broad-based community support for the commercial district revitalization process, with strong support from both the public and private sectors
2. Has developed vision and mission statements relevant to community conditions and to Local Program's organizational stage
3. Has a comprehensive Main Street work plan with measurable objectives
4. Possesses an historic preservation ethic
5. Has an active board of directors and committees
6. Has an adequate operating budget
7. Has a paid professional program director
8. Conducts a program of on-going training for staff and volunteers
9. Reports key statistics
10. Is a current member of the National Main Street Network



ADMINISTRATIVE REPORT
May 6, 2013 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tracy Hall, HR Coordinator
Tom Tarkiewicz, City Manager

SUBJECT: Resolution Supporting PA 152 of 2011 Hard Cap

BACKGROUND: Public Act 152 of 2011, the "Public Funded Health Insurance Contribution Act" was signed into law on September 24, 2011. The law applies to public employers and limits the amount a public employer may contribute to a medical benefit plan. There are three options to comply with PA 152 of 2011:

1. Hard Cap: a public employer may not pay more of the annual costs for medical benefit plans than a total amount equal to: \$5,692.50 single person coverage, \$11,385 individual and spouse coverage, and \$15,525 family coverage.
2. 80/20: by a majority vote of its governing body, a public employer may opt-out of the hard cap and into an 80% cap option wherein the public employer may not pay more than 80% of the total annual costs for medical benefit plans.
3. Complete Opt-Out: by a 2/3 vote of its governing body each year, a local unit of government may exempt itself from the requirements of this Act for the next year.

Failure to comply with this Act will result in the State Treasurer reducing each Economic Vitality Incentive Program (EVIP) payment by 10% for the period of non-compliance.

Because the City has continued to find cost savings changes while maintaining quality insurance coverage, the current annual cost for medical benefits is approximately 3.35% below the Hard Cap amount.

RECOMMENDATION: To approve the resolution supporting the decision to keep the current benefit and contribution levels which comply with the Hard Cap set in PA 152 of 2011.

FISCAL EFFECTS: None.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Tracy Hall
HR Coordinator

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2013-__

RESOLUTION SUPPORTING PUBIC ACT 152 OF 2011 HARD CAP

WHEREAS, Public Act 152 of 2011, the “Publicly Funded Health Insurance Contribution Act,” was signed into law on September 24, 2011; and

WHEREAS, PA 152 of 2011 states three options for compliance; 1) a Hard Cap for the amount a public employer may pay for the annual costs for medical benefit plans for active employees, 2) cap the employer contribution at 80% of the annual cost, or 3) Complete Opt-Out; and

WHEREAS, The City of Marshall has, over the past several years, made changes to the employee health insurance plan to keep cost down. The current plan rates are approximately 3.35% below the Hard Cap amount.

NOW THEREFORE, BE IT RESOLVED, that the Marshall City Council supports the decision to keep the current benefit and contribution levels which comply with the Hard Cap set in PA 152 of 2011.

As City Clerk I place my seal and sign my name that this is a true and accurate copy of the action taken by the Marshall City Council on May 6, 2013.

Trisha Nelson, Clerk
CITY OF MARSHALL

Dated: _____

Economic Vitality Incentive Program/County Incentive Program Certification of 2011 Public Act 152 Compliance

Issued under authority of 2012 Public Act 200. Filing of this form or Form 4888 Certification of Employee Compensation is mandatory to qualify for payments.

Each city/village/township/county applying for Employee Compensation payments under the 2011 Public Act 152 compliance option must:

1. Certify to the Michigan Department of Treasury (Treasury) that the local unit listed below provides medical benefits for its employees and elected public officials in compliance with 2011 Public Act 152 or certify that the local unit does not provide medical benefits to its employees and elected public officials.
2. Submit to Treasury any required board resolutions/meeting minutes.

City/village/township: This certification, along with any required board resolutions/meeting minutes, **must be received by June 1, 2013** to receive the June and August payments or on or before July 31, 2013 to receive the August payment. Post mark dates will not be considered. For questions, call (517) 373-2697.

County: This certification, along with any required board resolutions/meeting minutes, **must be received by June 1, 2013** (or the first day of a payment month) in order to qualify for that month's payment. Post mark dates will not be considered. For questions, call (517) 373-2697.

PART 1: LOCAL UNIT INFORMATION		
Local Unit Name City of Marshall		Local Unit County Name Calhoun
Local Unit Code 132030		Contact E-Mail Address ttarkiewicz@cityofmarshall.com
Contact Name Tom Tarkiewicz	Contact Title City Manager	Contact Telephone Number (269) 781-5183
PART 2: 2011 PUBLIC ACT 152 COMPLIANCE		
Indicate the option the local unit has selected to comply with 2011 Public Act 152:		
<input checked="" type="checkbox"/> 1. Hard Caps (MCL 15.563) (no attachment required) A public employer shall pay no more of the annual costs or illustrative rate and any payments for reimbursements of co-pays, deductibles, or payments to health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,692.50 times the number of employees with single person coverage, \$11,385.00 times the number of employees with individual and spouse coverage, plus \$15,525.00 times the number of employees with family coverage, for all medical benefit plan coverage years beginning on or after January 1, 2013.		
<input type="checkbox"/> 2. Annual 80/20 (attach board resolution/meeting minutes showing annual majority vote of governing body) (MCL 15.564) A public employer shall pay not more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, for a medical benefit plan coverage year beginning on or after January 1, 2012.		
<input type="checkbox"/> 3. Annual Exemption for Calendar Year 2013 (attach board resolution/meeting minutes showing annual 2/3 vote of governing body) (MCL 15.568) A local unit of government may annually exempt itself from options 1 and 2 above, by a 2/3 vote of the governing body.		
<input type="checkbox"/> 4. Employee Contract/Work Agreement Still in Effect The local unit's contract/employee work agreements entered into prior to September 15, 2011 do not expire until _____.		
<input type="checkbox"/> 5. N/A The local unit does not provide medical benefits to its employees or elected public officials.		
PART 3: CERTIFICATION		
<i>In accordance with 2012 Public Act 200, the undersigned hereby certifies to Treasury that the above mentioned local unit has complied with the publicly funded health insurance contribution act, 2011 Public Act 152, or does not provide medical benefits to employees and elected public officials. Any required board resolutions/meeting minutes are attached to this signed certification.</i>		
Printed Name of Chief Administrative Officer (as defined in MCL 141.422b) Tom Tarkiewicz		Title City Manager
Chief Administrative Officer Signature (as defined in MCL 141.422b)		Date

Completed and signed form (including required attachment, if elected option 2 or 3) should be e-mailed to: TreasRevenueSharing@michigan.gov.

If you are unable to submit via e-mail, mail the completed form and required attachment (if elected option 2 or 3) to:

Michigan Department of Treasury
Office of Revenue and Tax Analysis
PO Box 30722
Lansing, MI 48909

TREASURY USE ONLY		
EVIP/CIP Eligible Y N	Certification Received	EVIP/CIP Notes
Final Certification	Resolution Received	