

6. **Employment Status Report.** In accordance with the initial letter of intention to apply for an IFTEC, the Company will submit to the City, not later than January 10th of the second year after the effective date and every two years thereafter while the IFTEC is in effect, an Employment Status Report in a form requested by the City, which includes the number of actual full-time jobs created and/or retained as a direct result of the project for which the certificate was granted, and an explanation if the jobs actually created was less than the original estimated amount.
7. **Review and Audit: Payment of Costs.** The Company understands that the City may review and audit the information provided by the Company to determine compliance with this agreement and that in the event the audit raises a material non-compliance with the provisions of this agreement, that any costs for such services will be paid by the Company in accordance with a fee schedule approved by the City Council, which may be adjusted from time to time based upon increases in costs to the City. Except as provided in this paragraph, each party shall bear its own costs for a review or audit.
8. **Remedies for Default for Failure to Satisfy Representations Made in Application.** The Company recognizes and agrees that the amount of abated taxes to be paid shall constitute a lien under Michigan Law, and that the City retains all rights to enforce the lien. The Company understands that the City may pass a resolution requesting that the State Tax Commission reduce the term of the IFTEC or revoke the IFTEC to the extent that the construction or expansion of the Facility has not been completed, expenditures made, or employment reached as represented by the Company in the application, by sending a copy of this Agreement along with a copy of the City Council resolution authorizing such action to the State Tax Commission. In addition, the Company acknowledges that the City may take into account any deficiency in job creation, or real or personal property investment made under this application in a subsequent application for an IFTEC filed by the Company.
9. **Consequences of Unsuccessful Real or Personal Property Tax Appeal.** The Company acknowledges that if during the term of this Agreement, the Company appeals any real or personal property assessment to the Michigan Tax Tribunal or other court of competent jurisdiction upon which it does not prevail, that the Company shall pay to the City all reasonable costs, expenses, and attorney fees incurred by the City in defending such appeals within thirty (30) days of the date of receipt of an invoice from the City. The Company also acknowledges that the City may consider such appeals in deciding the term of any subsequent certificates granted to the Company.
10. **Unforeseen Events.** By execution of this agreement, it is understood that the Company's investment in the Facility and the City's investment in the granting of the IFTEC are to encourage economic growth within the City. The City acknowledges that in some instances, economic conditions may prevent the Company from complying fully with this agreement and the terms of the Application. The City will give the Company an opportunity to explain the reasons for any variations from the representations contained in the application and will evaluate the Company's situation prior to taking any action authorized by paragraph 4 and 8 of this agreement.

11. **Entire Agreement.** Together with the complete application, this is the entire agreement of the parties relating to the matters covered by this Agreement, and no prior or subsequent promises, representations or assurances, whether in any other form, shall be used to modify, vary or contradict any provision of this Agreement, except for any written amendment to this Agreement or separate agreement signed following the date of this Agreement by authorized representatives of all parties to this Agreement. In the event of conflict between the documents, the terms in this Letter of Agreement shall prevail.

12. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions thereof, which shall remain in full force and effect to govern the parties' relationship.

13. **Reimbursement of Attorney Fees for Modification of Standard Agreement.** The Company agrees to reimburse the City within 30 days of the date of a receipt of an invoice from the City for all attorney fees incurred by the City in the negotiation or preparation of changes to the standard IFTEC Letter of Agreement.

ACCEPTED BY: THE COMPANY

NAME: Aaron Morse

TITLE: Owner / CEO

SIGNATURE: 

Notary Public, Calhoun County, Michigan
 My Commission Expires: October 19, 2020
 Acting in _____ County, Michigan

STATE OF MICHIGAN
 COUNTY OF CALHOUN

The forgoing acceptance was acknowledged this 6 day of June
 by Aaron Morse CEO on behalf of Mor-Dall
 (Name) (Title) (Company Name)

Velvet Taylor Potter
 Notary Public, Calhoun County, MI
 My Commission expires: 10-19-2020

**ACCEPTED BY: THE CITY OF MARSHALL, A
MICHIGAN MUNICIPAL
CORPORATION**

NAME: James L. Dyer

NAME: Trisha Nelson

TITLE: Mayor

TITLE: City Clerk

SIGNATURE: _____

SIGNATURE: _____

**STATE OF MICHIGAN
COUNTY OF CALHOUN**

The forgoing acceptance was acknowledged this _____ day of _____
by James L. Dyer and Trisha Nelson, Mayor and City Clerk, respectively, on behalf of
the City of Marshall, a Michigan municipal corporation.

Notary Public, _____ County, MI

My Commission expires: _____

When recorded, return to:
City Clerk
City of Marshall
323 W. Michigan Ave.
Marshall, MI 49068

Drafted by:
City of Marshall
323 W. Michigan Ave.
Marshall, MI 49068

City of Marshall

323 West Michigan Avenue - Marshall, MI 49068-1578 - Phone (269) 781-5183 - FAX (269) 781-3835



Marshall Town Hall ca. 1857

INDUSTRIAL FACILITIES EXEMPTION APPLICATION

AFFIDAVIT OF FEES

In accordance with State Tax Commission Bulletin no. 3 dated January 16, 1998, the City Of Marshall and Applicant for Industrial Facilities Exemption Certificate do hereby swear and affirm that "no payment of any kind in excess of the fee allowed by Act 198, as amended, has been made or promised in exchange for favorable consideration of an exemption certificate application."

CITY OF MARSHALL:

Signed: _____

Witness: _____

Print Name: James L. Dyer

Print Name: _____


Title: Mayor

Dated: _____

APPLICANT:

Company Name: Mor-Dall Enterprises LLC

Signed by: Aaron Morse

Signature: 

Title: Owner/CEO

Dated: 6-5-2014

Witness: (signature) 

Witness: (print) Velvet Taylor Potter



NATIONAL HISTORIC LANDMARK DISTRICT



**ADMINISTRATIVE REPORT
JULY 8, 2014 - CITY COUNCIL MEETING**

REPORT TO: Honorable Mayor and City Council Members

FROM: Carl Fedders, Director of Public Services
Tom Tarkiewicz, City Manager

SUBJECT: Brooks Memorial Fountain Painting

BACKGROUND: The Brooks Memorial Fountain was last painted in 2009 by DC Byers Company of Grand Rapids. At that time it was recommended that the Fountain be recoated every five years as part of the ongoing maintenance.

The City of Marshall – Code of Ordinances requires a formal competitive bid process for a project of this dollar figure (32.03). Due to the specialization of the project, DC Byers familiarity with the Brooks Memorial Fountain, and prior working relationship with the company, staff is recommending that attached resolution be adopted authorizing the contract without a competitive bidding process.

If approved, the project is scheduled to begin on August 18, 2014

RECOMMENDATION: It is recommended that City Council approve the attached resolution authorizing staff to execute a purchase order with DC Byers Co. for \$23,637.00 for Brooks Memorial Fountain repainting.

FISCAL EFFECTS: To appropriate \$23,637.00 from the General Fund Capital Improvements line item 101-900-970.

CITY GOAL CLASSIFICATION:

GOAL AREA III. INFRASTRUCTURE

Goal Statement: Preserve, rehabilitate, maintain and expand all city infrastructure and assets.

GOAL AREA IV. COMMUNITY LIFE

Goal Statement: To achieve and sustain a concentrated effort to promote a vibrant community atmosphere in the Marshall area.

ALTERNATIVES: As suggested by Council.

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

Respectfully submitted,

Carl Fedders
Director of Public Services

Tom Tarkiewicz
City Manager

**CITY OF MARSHALL, MICHIGAN
RESOLUTION 2014-_____**

WHEREAS, the City of Marshall desires to hire a contractor to paint the Brooks Memorial Fountain; and

WHEREAS, No benefit will result in the formal bid process as required by the City of Marshall's Code of Ordinance, chapter 32.03; and

WHEREAS, DC Beyers Company submitted a proposal of \$23,637.00; and

WHEREAS, the City of Marshall's Code of Ordinance chapter 32.07 allows exceptions to the formal competitive bid process were no advantage to the city would result; and

NOW THEREFORE BE IT RESOLVED that based upon a motion made by _____, and supported by _____ that the purchasing agent may execute a purchase order to DC Beyers Company for \$23,637.00 for the painting of Brooks Memorial Fountain.

Voting for: _____

Voting Against: _____

Absent: _____

CERTIFICATION OF CITY CLERK/TREASURER

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 8th day of July, 2014

City Clerk

Date



D. C. Byers Co./Grand Rapids, Inc.
SPECIALISTS IN RESTORATION OF STRUCTURES SINCE 1903

June 23, 2014

City of Marshall
Attn: Carl

RE: Marshall Fountain Basin Recoat Proposal

Dear Carl:

D.C. Byers Company/Grand Rapids, Inc. is pleased to provide you with this proposal for labor, materials, equipment, and supervision for the following work:

1. Remove and replace all caulk joints in the lower basin.

Total Price:	\$2,340.00
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2. Powerwash, prep, prime, and recoat the lower basin, including the outside ring with Vulkem 951nf (beige) topcoat.

Total Price:	\$11,280.00
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3. Powerwash, prep, prime, and recoat the inside upper basin, and outside rings of the upper basin, with Vulkem 951nf (white) topcoat.

Total Price:	\$9,917.00
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Thank you for the opportunity of providing you with this proposal. If you have any questions regarding this quotation, please call me at 538-7300.

Sincerely,
D.C. Byers Company/Grand Rapids, Inc.

Doug Lectka
Sr. Vice President