



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

September 15, 2014

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION- Kris Tarkiewicz, Family Bible Church
- 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. Master PA 425 Agreement Extension with Marshall Township P. 3

City Council will consider the recommendation to approve the extension of the Master PA 425 Conditional Land Transfer Agreement with Marshall Township until 2026.

B. Annexation of the Udell Property P. 27

City Council will consider the recommendation to approve the resolution to annex the Udell Property into the City of Marshall.

C. DDA District Boundary Change P. 31

City Council will consider the recommendation to schedule a public hearing for Monday, October 6, 2014 to hear public comment on the Proposed Amendment to expand the boundaries of the Marshall Downtown Development Authority District.

D. City Council Minutes P. 36

Regular Session.....Monday, August 18, 2014

E. City Bills P. 45

Regular Purchases	\$ 196,003.73
Regular Purchases	\$ 167,005.25
Weekly Purchases –8/15/14.....	\$ 196,790.81
Weekly Purchases –8/22/14.....	\$ 157,344.45
Weekly Purchases –8/29/14.....	\$ 24,808.18
Weekly Purchases –9/5/14	\$81,517.85
Total	\$ 823,470.27

8) PRESENTATIONS AND RECOGNITIONS

A. Ketchum Park Advisory Committee

Chairperson Mitch Robbins of the Ketchum Park Advisory Committee will present the Committee's activities at Ketchum Park.

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



9) INFORMATIONAL ITEMS

A. Event Report – Tractor Drive for Cancer Cure

P. 54

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. Albion Assessing Contract

P. 55

City Council will consider the recommendation to approve a 9 month Agreement with the City of Albion for assessing services, pending a decision by the City of Albion's Council to concur with the Agreement. It is further recommended the Council approve a budget amendment in the amount of \$39,000 to cover the appropriate funding for this transaction.

B. Historic Preservation Ordinance Committee

The City Council will discuss the establishment of a Public Discussion at the October 20, 2014 Council Meeting at 7:00 p.m. on a Historic District Study Committee.

13) APPOINTMENTS / ELECTIONS

A. Planning Commission Appointments

P. 60

City Council will consider the recommendation to reappoint Susan Collins, Lynne Meservey, and Jeff Goodman to the Planning Commission with terms expiring November 1, 2017.

B. Downtown Development Authority/Local Development Finance Authority Appointments

P. 61

City Council will consider the recommendation to approve the following appointments and terms to the Downtown Development Authority/Local Development Finance Authority: Desmond Kirkland (9/15/15), J.P. Walters (9/15/16), Jason LaForge (9/15/17), Steve Dodge (9/15/18), Jim Pardoe (9/15/17), Sue Damron (9/15/18), and Catherine Yates (9/15/16).

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
SEPTEMBER 15, 2014 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Master PA 425 Agreement Extension with Marshall Township

BACKGROUND: In 2006, the City and Marshall Township entered into a Master PA 425 Conditional Land Transfer Agreement. This agreement expires in 2016. City staff and Township staff is requesting that the agreement be extended to 2026. The current agreement is attached. The only change will be the term of the agreement. Marshall Township has approved the agreement extension on August 18th.

RECOMMENDATION: It is recommended that the City Council approve the extension of the Master PA 425 Conditional Land Transfer Agreement with Marshall Township 2026.

FISCAL EFFECTS: None at this time.

CITY GOAL CLASSIFICATION: GOAL AREA I. ECONOMIC DEVELOPMENT

Goal Statement: Sustain and intensify the economic vitality of the Marshall area.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz
City Manager

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Marshall, MI 49068

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cityofmarshall.com

**MASTER 425 DEVELOPMENT AGREEMENT
CITY OF MARSHALL / MARSHALL TOWNSHIP**

AGREEMENT, Made and entered into on this 14th day of March, 2006 by and between the City of Marshall, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the "City"), and the Township of Marshall, a township duly organized pursuant to the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the "Township").

WHEREAS, extensive property suitable for industrial, commercial and residential development within the jurisdiction of the Township lies to the north, west and south of the City, and

WHEREAS, the amount of comparable development property lying within the City is limited, and

WHEREAS, the City has excess sewage treatment and water supply capacity capable of serving the development areas in the Township, and

WHEREAS, the Township does not have sewage treatment or water purification plants or distribution systems, and

WHEREAS, the City and the Township have in the past entered into eleven separate agreements pursuant to Act 425 of the Public Acts of 1984 ("425 Agreements") to bring sewer and water to available developmental lands in the Township, and

WHEREAS, the terms of each individual 425 Agreement have been individually negotiated over considerable periods of time, and

WHEREAS, the Township has recently met with Emmett Township to discuss a joint sewer authority which would benefit the developmental lands in both Emmett Township and the Township, and

WHEREAS, such a joint sewer authority would involve the construction of another sewage disposal plant between the City and the City of Battle Creek, costing the taxpayers of the Township, the City, Emmett Township and the City of Battle Creek additional tax dollars and utility charges because the City of Battle Creek and the City each have excess sewage and water capacity to serve the current needs of the townships lying between the City of Battle Creek and the City, and

WHEREAS, it would be in the economic best interest of the residents of the City and Township if the City sewer and water systems served the development lands in the Township, and

WHEREAS, it is the desire of the City and the Township to adopt a Master 425 Agreement which would affect all development lands in the Township thereby assuring prospective developers of Township land of the immediate availability of sewer and water without the previous delays incurred in the negotiation of individual 425 Agreements, and

WHEREAS, the Township and City, through extensive negotiations, have reached an agreement to be utilized in all 425 Agreements to be executed by the City.

NOW, THEREFORE, for and in consideration of the Township's agreement not to develop its own sewer and water system, either individually or in conjunction with an adjoining township or municipality, for a period of ten (10) years and the City's agreement to supply sewer and water, if capacity is available, to Township lands for a period of ten (10) years, BE IT AGREED AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall extend for a period of ten (10) years from and after the date hereof.

2. **Joint Municipal Planning Commission.** A Joint Municipal Planning Commission ("JPC") shall be formed pursuant to Public Act 226 of 2003 (MCL 125.131 et seq.) and maintained as long as there is a 425 Agreement between the City and Township. The JPC shall have an equal number of members from both the Township and the City and shall control all land usages for lands subject to a 425 Agreement between the City and Township regardless of whether the 425 Agreement is dated prior to or subsequent to the date of this Agreement. The details of the organization and conduct of the JPC are on Schedule A attached hereto.

3. **Definitions.** The definition of residentially zoned lands lying South of I-94 and East of I-69 and commercial and industrial lands regardless of location shall be the definition given those land usages in the Marshall City Zoning Ordinance as currently defined. The definition of residentially zoned lands lying North of I-94 or West of I-69 shall be the definition given those land usages in the Marshall Township Zoning Ordinance as currently defined.

In the event a zoning ordinance is amended and a definition changed, the definition shall not be changed for the purpose of this Agreement without the mutual consent of the City and Township.

4. **Ceresco Exception.** The Township area known as Ceresco and defined as the area extending one quarter mile in diameter from the Ceresco dam, may, contrary to the terms of this Agreement, seek sewer and water services from a source other than the City of Marshall in the event such services are made available at a more economical cost than comparable services in the City of Marshall.

5. **Economic Development – Information and Contribution.** The Township Board of Trustees shall designate an economic development officer, with whom the City shall share all development inquiries and who shall receive notice of and be entitled to participate in all meetings with prospective developers. This representative shall be subject to the same confidentiality rules and regulations as are the City's paid economic developers.

In exchange for the economic development services that the City provides, the Township shall contribute fifteen percent (15%) of all tax sharing funds which it receives from industrial lands subject to 425 agreements executed after the date hereof and pursuant to this Agreement but not to exceed twenty percent (20%) of the City's total general fund contribution to the existing Battle Creek Unlimited Contract or such other economic development entity or person with whom the City is contracting. At such time as the Township begins payments pursuant to this paragraph, the Township Economic Development Officer shall participate in contract negotiations with Battle Creek Unlimited or such other economic development entity or person the City is under contract with or seeking to contract with or employ.

6. **Property Owner Request.** In the event an owner of property located in the Township requests sewer and water services from the City and the City has adequate capacity to service the property owner's development, the City and Township shall, subject to the approval of the JPC, enter into a 425 Agreement based upon the terms and conditions herein contained provided the cost of extending the sewer and water to the property owner is not paid by the City.

7. **City Restrictions.** During the term of this Agreement, the City shall not:

- a. Enter into a 425 Agreement with any other city, township or other governmental subdivision ("Foreign 425 Agreement") except upon the same terms and

conditions as those detailed in this Agreement for Township lands lying west of I-69 and north of I-94 unless the City agrees to amend the existing 425 Agreements with the Township permitting the Township to incorporate into all its existing 425 Agreements one or more of the provisions of the Foreign 425 Agreement.

b. Sell or agree to sell in the future a parcel of land larger than fifteen (15) acres for commercial or industrial development without the consent of the Township.

c. Permit the common ownership, occupancy or combined use for industrial or commercial purposes of two (2) or more parcels sold or leased by the City after the date hereof totaling more than fifteen (15) acres in size.

All commercial and industrial developments in excess of fifteen (15) acres shall, during the term of this agreement, be constructed only in the Township unless:

1. The Township consents to the development in the City, or
2. The land was not owned by the City of Marshall on January 24, 2006 or subsequently acquired by the City of Marshall.

8. **Township Restrictions.** During the term of this Agreement, the Township shall not:

a. Enter into a 425 Agreement with any other township, city or other governmental subdivision other than the City of Marshall pursuant to this Agreement without the express written consent of the City.

b. Construct or develop a sewage treatment plant, water purification plant or sewer and/or water distribution systems or enter into any agreement for the development, construction and/or supplying of these facilities to service Township properties unless the City refuses to increase capacity after a capacity analysis study of the system indicates the inadequacy

of the system to handle the Township's request or the City refuses to proceed with a capacity analysis study of the system within one hundred twenty (120) days after the Township's request that capacity be increased.

9. **Terms and Conditions of Individual 425 Agreements.**

The individual 425 Agreements to be entered into pursuant to this Agreement shall, depending upon the location and usage of the lands, provide as follows:

A. **For commercial and industrial properties east of I-69 and south of I-94:**

(1) Agreements shall be for a term of fifty (50) years after which the property shall remain in the City.

(2) The Township shall receive from the City's tax millage 4 mils on industrial property and 3 mils on commercial property for the term of the 425 Agreement.

(3) The cost for the extension of sewer and water lines shall be paid by the land owner and/or additional new users.

(4) An existing building which is zoned commercial or industrial or is a nonconforming commercial or industrial use, if utilized for any purpose or if connected to a septic tank or drain field, that is within three hundred feet (300') of the sewage lines once installed must tie into the sewer and water system upon failure of its existing sewage system under a separate 425 Agreement complying with the terms of this Master Agreement.

(5) The burden of all tax abatements shall be shared by the City and the Township in the same percentages as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional tax is levied by the City to replace the reduction in millage. If the City's millage is increased, the Township's share of millage shall be proportionately increased.

(6) Sewer and water rates shall not be greater than the rates charged in the City for similar users.

(7) Users, pursuant to this Agreement, shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

B. For commercial and industrial properties west of I-69 or north of I-94:

(1) Agreements shall be for a term of fifty (50) years after which the property shall be transferred back to the Township and the City shall own the utility infrastructure which will encourage the City and the Township to negotiate extensions of the Agreement upon expiration of the fifty (50) year term.

(2) The Township shall receive from the City's tax millage 4 mils on industrial property and 3 mils on commercial property for the term of the 425 Agreement.

(3) The cost for the extension of sewer and water distribution systems shall be paid by the land owner and/or additional new users.

(4) An existing business (commercial or industrial) which is zoned commercial or industrial or is a nonconforming commercial or industrial use, if utilized for any purpose or if connected to a septic tank or drain field, that is within three hundred feet (300') of the sewage lines once installed must tie into the sewer and water system upon failure of its existing sewage system under a separate 425 Agreement complying with the terms of this Master Agreement.

(5) The burden of all tax abatements shall be shared by the City and the Township in the same percentages as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional

tax is levied by the City to replace the reduction in millage. If the City's millage is increased, the Township's share of millage shall be proportionately increased.

(6) Sewer and water rates shall not be greater than the rates charged in the City for similar users.

(7) Users, pursuant to this Agreement, shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

C. For new residential developments that are east of I-69 and south of I-94:

(1) For the purpose of this paragraph residential development shall be defined as a single family residence on a lot less than five (5) acres in size or multi-family residences on a lot which averages less than five (5) acres per residence but does not qualify as commercial pursuant to paragraph C 7.

(2) Agreements shall be for a term of fifty (50) years after which the property shall remain in the City.

(3) The Township shall receive from the City's tax millage 2 mils on residential property for the term of the 425 Agreement.

(4) The cost for the extension of sewer and water distribution systems shall be paid by the land owner and/or additional new users.

(5) Sewer and water rates shall not be greater than the rates charged in the City for similar users.

(6) Users, pursuant to this Agreement, shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

(7) A Multi-family development shall be deemed commercial if it contains more than four (4) residences on one (1) tax parcel and shall be developed in accordance with the provisions of this agreement dealing with commercial property lying east of I-69 and south of I-94.

(8) The burden of all tax abatements shall be shared by the City and the Township in the same percentages as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional tax is levied by the City to replace the reduction in millage. If the City's millage is increased, the Township's share of millage shall be proportionately increased.

10. The following developments shall not require a 425 agreement but shall be entitled to receive City sewer and water services upon the terms and conditions set forth:

A. For new single-family residential developments west of I-69 or north of I-

94:

(1) If requested by the developer, the Township shall form a sewer district comparable to the Lyon Lake project which shall be accepted by the City.

(2) The property shall remain in the Township.

(3) The cost for extension of sewer shall be paid by the developer or users.

(4) A Multi-family development shall be deemed commercial if it contains more than four (4) residences on one (1) tax parcel and shall be developed in accordance with the provisions of this Agreement dealing with commercial property lying north of I-94 and west of I-69.

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(5) Single-family residential users shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City.

B. For developed residential property within the Township regardless of location:

(1) The City shall extend sewer and water lines to developed residential areas in the Township pursuant to the provisions of Public Act 129 of 1943 (MCLA 123.231 et seq.) upon the request of the Township or upon a petition being filed with the Township and the City and signed by two-thirds (2/3) of the property owners within 300 feet of the proposed sewer main.

(2) All property owners signing the Petition shall be required to tie into the sewer and water system. A non-signing property owner with a residence within 300 feet of a sewage line once installed must tie into the sewer and water system upon failure of the residence's existing sewer system.

(3) The total cost for extending the distribution lines to developed residential areas including but not limited to bonding, engineering and construction shall be the responsibility of the users to be served by the extended distribution lines.

(4) The distribution lines shall be installed according to City specifications and ownership of the distribution systems shall be conveyed to the City upon the City approving of the installation. The City, upon becoming the owner of the distribution lines, shall thereafter be responsible for the maintenance of the lines.

(5) The users on the new distribution lines shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City.

(6) Users on the new distribution lines shall pay water and sewer utility rates as stated in the City's rate ordinance in effect at that time or at 150% of the rate charged by the City as adjusted from time to time for similar users within the City whichever rate is less.

11. **Additional 425 Agreement's Provisions.** The 425 Agreements executed pursuant to this Agreement shall be in the form of Schedule B or Schedule C (whichever is applicable) attached hereto with the additional applicable provisions of this Agreement incorporated therein depending upon the property's location and use.

12. **Existing 425 Agreements.** All existing 425 Agreements executed between the City and the Township shall remain in full force and effect and all payments provided therein shall continue to the Township with the exception of the following three existing 425 Agreements ("Amended 425 Agreements"):

- A. Vaccaro property (Agreement dated August 21, 1995).
(Intending to include all current development in the southeast quadrant of the I-94 / Old US 27 interchange lying north of the former Belcher Dingman Spaulding property). ("Vaccaro")
- B. Norfolk Development Corporation property
(Agreement dated October 18, 1993). ("Norfolk")
- C. State Farm Mutual Automobile Insurance Company Property (Agreement dated June 21, 1992 on property located in the Southwest quadrant of the I-94 / Old US 27 interchange lying North of F Drive North and East of 16 ½ Mile Road). ("State Farm")

1. The Vaccaro and Norfolk Agreements shall be amended except as to the original transfer date (and the corresponding termination date) to conform with the provisions of this Agreement provided:

a. the City shall reinstate payments of 1.5 mils each year on the Vaccaro and Norfolk Agreements beginning in 2006 and shall continue to pay 2 mils on the Stanton and K-Mart Agreements each year as provided in the Agreements.

b. the City shall incur no obligation to pay the increased millage on the Amended Agreements (1.5 mils on Vaccaro, .5 mils on Norfolk's Condominiums, 1.5 mils on Norfolk's Maplewood Assisted Living) which will result from the amendment of said Agreements until the collection of the 2011 taxes ("Moratorium") except for such sums as are payable prior thereto according to the following formula:

Increased Millage Formula – Each year through 2010 the City shall on or before November 1 pay the Township an additional amount (in lieu of the Amended 425 Agreement additional payments) equal to two (2) mils on residential property three (3) mils on commercial property and four (4) mils on industrial property on all City / Township 425 Agreements entered into after the date of this Master 425 Development Agreement including Amended State Farm Agreement. Payments pursuant to this formula shall not exceed the sums which would otherwise be payable pursuant to the Amended 425 Agreements without the Moratorium.

After January 1, 2011, the obligation to pay the Township the additional tax shall accrue but the City shall not have to pay such funds except from the following source:

Source – Each year after 2010, the City shall on or before November 1 pay the Township an additional amount (to apply upon the additional taxes accruing on the amended 425 agreements) equal to two (2) mils on residential property, three (3) mils on commercial property and four (4) mils on industrial property on all City / Township 425 agreements entered into after the date of this Master 425 Development Agreement including Amended State Farm Agreement. Such payments shall continue until the accrued taxes on the amended 425 agreements shall be paid in full.

2. The State Farm Agreement shall be amended when the land is developed to provide that all provisions thereof shall be in accordance with the terms and conditions of this

Master 425 Development Agreement with an effective date on the date the property is developed and extending for a period of fifty (50) years thereafter. For the purposes of this paragraph, "developed" shall mean the date on which improvements to the land are incorporated into the taxable value and equal more than five percent (5%) of the real estate value incorporated into the taxable value. Until amended, the City shall continue to make millage payments in accordance with the existing Agreement.

13. **City Sewer and Water Capacity.** In the event there is a question as to whether or not the capacity of the City sewage treatment plant, wells, water purification plant or distribution systems is adequate to handle the requested Township service, the issue of capacity shall be determined by an independent consultant agreeable to both the Township and the City. The cost of the consultant shall be paid one-half (½) by the Township and one-half (½) by the City. In the event the City and the Township cannot agree upon a consultant, a consultant shall be selected by the then managing director of the Calhoun County Community Development Office.

14. **Repayment of 425 Payment Withheld Without Notice.** The City shall pay to the Township Eleven Thousand Four Hundred Three and 86/100 Dollars (\$11,403.86) on or before March 15, 2006, which is the sum which was withheld without notice from the City's Act 425 payments for 2005.

15. **Legality of Provision.** In the event any provision of this Agreement shall be contrary to public policy or laws of the State of Michigan, such paragraphs, except paragraphs 7 and 8, shall be stricken from this Agreement and all remaining paragraphs and parts thereof shall be fully enforceable. In the event paragraph 7 or 8 or any portion of either is declared contrary to public policy or the laws of the State of Michigan, this Agreement shall be void.

SCHEDULE A

Joint Municipal Planning Commission Procedures

1. Zoning Ordinance.

Residentially zoned lands lying south of I-94 and east of I-69 and commercial and industrial lands regardless of location shall be administered by the Joint Municipal Planning Commission ("JPC") pursuant to the City of Marshall zoning and planning act and City procedures and definitions will be followed by the JPC.

The residentially zoned lands lying west of I-69 or north of I-94 shall be administered by the JPC pursuant to the Marshall Township zoning and planning acts and Township procedures and definitions will be followed by the JPC.

2. Appointment.

A. The Planning Commissions of the City of Marshall and Marshall Township shall each appoint three (3) of its members as the members of the Joint Planning Commission as well as one (1) alternate member to serve in the event an appointed member is unable to attend a meeting.

B. Appointment to the JPC shall be for a term of three (3) years and each member may be reappointed for two (2) successive terms.

C. A member may be removed for having two (2) unexcused absences from meetings in any twelve (12) month period. An absence shall be excused provided the member advises the JPC in advance of the meeting that he/she is unable to attend the meeting and the reason for such absence. The JPC shall determine rules for excused absences.

- D. A vacancy on the JPC shall be filled by the appointment of the alternate member from the municipality from which the vacancy occurred and a new alternate JPC member shall be appointed at the next regular meeting of the Planning Commission of the municipality in which the vacancy occurred.
- E. The operating budget of the JPC shall be shared equally by the City and Township.
- F. The jurisdictional area of the JPC shall consist of all land subject to 425 agreements between the City and Township regardless of whether the 425 agreement is dated prior to or subsequent to the date of the formation of the JPC.
- G. The JPC shall consist of representatives from Marshall City and Marshall Township and no other municipalities shall be involved. The JPC shall exist as long as there is a Master 425 Development Agreement between the City of Marshall and Marshall Township.
- H. All administrative functions of the JPC including but not limited to service of notices to adjacent property owners and the preparation of and making publications shall be performed by the Township in the event the Township planning and zoning ordinance are to be applied and by the City in the event the City zoning and planning ordinances are to be applied. In the event business to be conducted at a meeting involves both ordinances of the City and of the Township, each organization shall provide the administrative services necessary for the conduct of the business which is being conducted pursuant to its zoning or planning act.
- I. Complete records of all business conducted at the JPC shall be delivered to the City and Township Council and Board, respectively.

"B" 1

(for property south of I-94 and east of I-69)

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the _____ day of _____, 200____, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the "City") and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the "Township").

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated _____, 2006 for the purpose of providing sewer and water services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, _____ (name), the owner of the property described on Schedule 1 attached hereto ("Property") has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of the Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on _____, _____

4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the Property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during (first year of agreement) and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year (the year before the City assesses taxes).

The City and Township further agree that commencing in the year (first year of the Agreement) and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

A. The Township shall receive the equivalent of (residential – 2; commercial – 3; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.

B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.

6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall pass to the City and the Township shall have no further rights or interests in the Property.

7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.

8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.

9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the

Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.

10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.

12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By:

Chester Travis, City Manager

By:

Gail Budrow-Bradstreet, Clerk/Treasurer

WITNESSES:

MARSHALL TOWNSHIP

By:

Eugene Hamaker, Supervisor

By:

Cynthia Sink, Clerk

Prepared in the Offices of:
Schroeder, DeGraw, Kendall
Mayhall, DeGraw & Dickerson, PLLC
By: Ronald J. DeGraw
203 East Michigan Avenue
Marshall, Michigan 49068

1122
(for property north of I-94 and west of I-69)

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 200 __, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the "City") and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the "Township").

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated _____, 2006 for the purpose of providing sewer and water services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, _____ (name), the owner of the property described on Schedule 1 attached hereto ("Property") has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of the Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on _____

4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the Property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during (first year of agreement) and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year (the year before the City assesses taxes) .

The City and Township further agree that commencing in the year (first year of the Agreement) and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

A. The Township shall receive the equivalent of (residential – 2; commercial – 3; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.

B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.

6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.

7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.

8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.

9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the

Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.

10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.

12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By:

Chester Travis, City Manager

By:

Gail Budrow-Bradstreet, Clerk/Treasurer

WITNESSES:

MARSHALL TOWNSHIP

By:

Eugene Hamaker, Supervisor

By:

Cynthia Sink, Clerk

Prepared in the Offices of:
Schroeder, DeGraw, Kendall
Mayhall, DeGraw & Dickerson, PLLC
By: Ronald J. DeGraw
203 East Michigan Avenue
Marshall, Michigan 49068



ADMINISTRATIVE REPORT
September 15, 2014 – CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Michael D. Hindenach, Industrial Manager
Tom Tarkiewicz, City Manager

SUBJECT: Annexation of the Udell Property

BACKGROUND: On October 25th, 2011, the Local Development Finance Authority purchased the Udell Property (78 acres) with the intention that the parcel would be used for future economic development projects. The City must annex this parcel into the City to realize any tax revenue from such projects.

Section 9 of the Home Rule Cities Act, Act 279 of the Public Acts of 1909 as amended, permits annexation of a park or vacant property owned by a city, located in a township, and adjacent to the city with no one residing thereon. Both the Quigley and Lafferty parcels meet this criterion. The annexation becomes effective solely by resolution of the City Council. Furthermore, the annexation becomes effective when the resolution is received by The Office of the Great Seal and County Clerk. And, although not required, we will provide a copy of the resolution to Fredonia Township. Dave Sebring, Fredonia Township Supervisor, has been notified that the City will be pursuing the annexation for both of these parcels.

RECOMMENDATION: It is recommended that Council adopt the attached resolution to annex the Udell Property into the City of Marshall.

FISCAL EFFECT: As the property develops, the City will realize an increase in tax revenue.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Michael D. Hindenach
Industrial Manager

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 #2014-**

Minutes of a regular meeting of the City Council of the City of Marshall held on September 15, 2014, in the Council Chambers of Town Hall located at 323 West Michigan Avenue, Marshall, Michigan.

Present:
Absent:

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____.

RESOLUTION TO APPROVE ANNEXATION OF REAL ESTATE

WHEREAS, the Local Development Finance Authority of the City of Marshall purchased 78 acres on October 25, 2011 for future development, and

WHEREAS, this parcel is vacant, owned by the City of Marshall, located in a township and contiguous to the City of Marshall, and

WHEREAS, Section 9 of the Home Rule Cities Act, Act 279 of the Public Acts of 1909 as amended, permits annexation of a park or vacant property owned by a city, located in a township, and adjacent to the city with no one residing thereon,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall that:

by this action and resolution, the City Council of the City of Marshall, by authority of the Home Rule Cities Act, does hereby annex the following described parcel of land situated in the Township of Fredonia, County of Calhoun, and State of Michigan specifically described as follows:

Udell Property:

The West 78 acres of the West ½ of the Northeast ¼ of Section 1, Township 3, South of Range 6 West, Fredonia, Township, Calhoun County, Michigan.

Tax Roll Number 13-011-101-009-00

AYES:

NAYS:

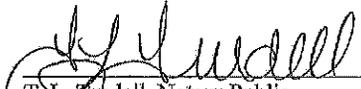
Trisha Nelson, City Clerk

I hereby certify that the foregoing is certified and true copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on September 15, 2014.

Trisha Nelson, City Clerk



Acknowledged before me in Calhoun County, Michigan on October 25, 2011 by Eldon J. Vincent, Trustee of the Living Trust of Susan J. Udell.


T. L. Trudell, Notary Public
State of Michigan, County of Calhoun
My commission expires: 11-10-2014
Acting in the County of Calhoun

Drafted by and when recorded return to:

Eldon J. Vincent
Eldon J. Vincent, Attorney at Law, PLC
105 West Michigan Ave.
Marshall, MI 49068
269-789-0730

Legal Checked by 

Send Subsequent Tax Bills to:

Recording Fee:

Transfer Tax:

The City of Marshall
323 West Michigan Ave.
Marshall, MI 49068



**ADMINISTRATIVE REPORT
SEPTEMBER 15, 2014 - CITY COUNCIL MEETING**

REPORT TO: Honorable Mayor and City Council Members

FROM: Michael D. Hindenach, Industrial Manager
Tom Tarkiewicz, City Manager

SUBJECT: Set Public Hearing for October 6, 2014 to hear comments on Proposed Amendment to expand the boundaries of the Marshall Downtown Development Authority District.

BACKGROUND: In order to share in the membership of the Marshall Downtown Development Authority and the Marshall Local Development Finance Authority Boards, the Calhoun County and Marshall Public Schools properties would be required to be within the Marshall Downtown Development Authority District. By adding the Calhoun County Building and the Middle School Building properties to the District, the County and School representatives could play a dual role on the Boards.

RECOMMENDATION: Set a public hearing to receive community input regarding the proposed amendments to the boundaries of the Marshall Downtown Development Authority District.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Michael D. Hindenach
Industrial Manager

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

City of Marshall
County of Calhoun, Michigan

ORDINANCE NO. 14-xx
APPROVING AMENDMENTS TO THE BOUNDARIES
OF THE MARSHALL DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS, pursuant to the provisions of Act 197, Public Acts of Michigan, 1975, as amended ("Act 197"), the City Council of the City of Marshall (the "City") has previously established the Marshall Downtown Development Authority (the "Authority"); and

WHEREAS, the City Council has decided to expand the boundaries of the Downtown District of the Authority (the "Downtown District"); and

WHEREAS, on Monday, October 6, 2014 the City Council held a public hearing on the expansion of the boundaries of the Downtown District pursuant to Act 197, Public Acts of Michigan, 1975, as amended ("Act 197"); and

WHEREAS, after consideration, the City Council has approved the expanded boundaries of the Downtown District.

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS:

1. Determination of Necessity. The City Council hereby determines that it is necessary for the best interests of the City to amend the boundaries of the Downtown District in order to halt property value deterioration, to increase property tax valuation, to eliminate the causes of the deterioration in property values, and to promote economic growth in the proposed Downtown District, and to accomplish the purposes of Act 197. The City Council hereby finds that such conditions exist within the proposed amended boundaries of the Downtown District and such benefits will be achieved by expanding the boundaries of the Downtown District and further finds that the proposed amendment to the boundaries of the Downtown District meets the requirements of Act 197.

2. Designation of Boundaries of Downtown District. The boundaries of the Downtown District in which the Authority shall exercise its powers as provided in Act 197 shall consist of the territory of the City described in Exhibit A attached hereto and made a part hereof, subject to such changes as may hereinafter be made pursuant to this Ordinance and Act 197.

3. Amendment of Prior Ordinances; Conflict and Severability. Section 2-79 from Chapter 2, Article V of the City's Code of Ordinances is hereby amended to incorporate the amended boundaries of the Downtown District as stated above and is otherwise ratified and confirmed as being in full force and effect. All other ordinances, resolutions and orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed, and each section of the Ordinance and

each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of the Ordinance.

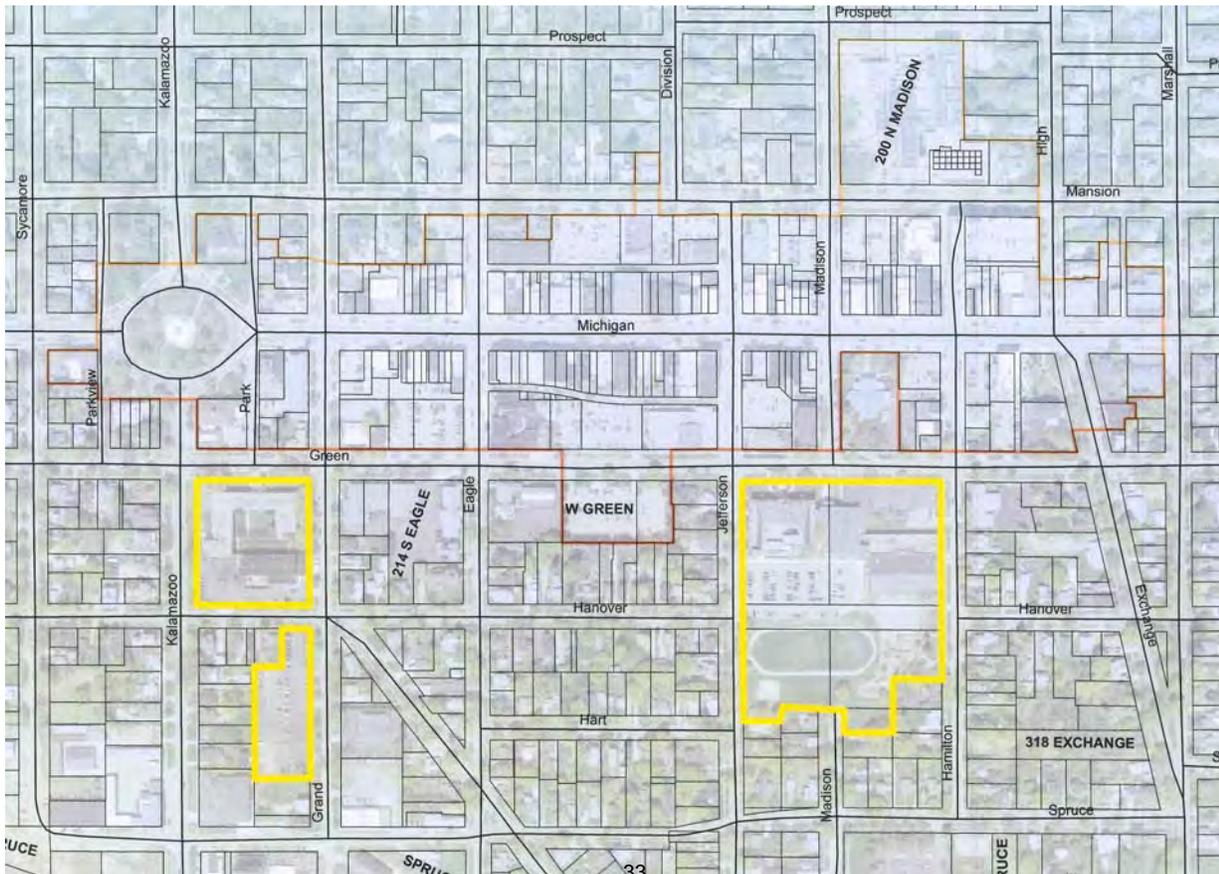
4. Paragraph Headings. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of the Ordinance.

5. Publication and Recordation. This Ordinance shall be published in full promptly after its adoption in the *Marshall Ad-Visor & Chronicle*, a newspaper of general circulation in the City, qualified under State law to publish legal notices, and shall be recorded in the Ordinance Book of the City, which recording shall be authenticated by the signature of the City Clerk.

6. Effective Date. This Ordinance is hereby determined by the City Council to be immediately necessary for the interests of the City and shall be in full force and effect from and after its passage and publication as required by law.

Passed and adopted by the City Council of the City of Marshall, County of Calhoun, State of Michigan, on October 6, 2014, and approved by the Mayor on October 6, 2014.

EXHIBIT A
Boundaries of the Downtown District
of the Marshall Downtown Development Authority



SECTION 2-79 Downtown District; Boundaries Designated

Beginning at the intersection of the centerline of North Kalamazoo Avenue and West Mansion Street; thence Easterly along the centerline of West Mansion Street to the centerline of Marshall Avenue; thence Southerly along the centerline of Marshall Avenue to the centerline of East Green Street; thence Westerly along the centerline of East Green Street to the centerline of South Sycamore Street; thence Northerly along the centerline of South Sycamore Street to the centerline of West Michigan Avenue; thence Easterly along the centerline of West Michigan Avenue to the centerline of Kalamazoo Avenue; thence Northerly along the centerline of Kalamazoo Avenue to the place of beginning, and also including the property described below, excepting therefrom all buildings owned by the State or Federal governments and also excepting therefrom all residential and multi-family dwellings, unless specifically referenced hereinafter.

- (A) Part. of Sec. 25, T2S-R6W. Beg 12 Rods W of NW cor of Mansion & High Sts. – W to NE cor of Madison & Mansion Sts. – N to SE cor Madison and Prospect Sts. – E to pt due N of Beg-S to beg.
- (B) Part of Sec. 25, T2S-R6W. Beg at NW cor Mansion & High St.- W 8 rods- N 8 rods- E 8 rods-S 8 rods to Beg.
- (C) Part of Sec. 25, T2S-R6W. Beg on N line Mansion directly N of E li Jefferson St. extended- E 4 rods-N 12 rods-W 4 rods-S 12 rods to beg.
- (D) Lower Village. E 4 Rods of S 5 Rods of lot 10, Block 12.
- (E) Upper Village. Lots 40, 17, 18, 19
- (F) Upper Village. S 41.5 ft of E 54 ft of lot 31.
- (G) Upper Village. Lot 226
- (H) Upper Village. E 72.1 ft of lot 228.
- (I) Lower Village. Beg SE cor lot 5-W 88 ft-N 66 ft-W 11 ft- N 16 ft-E 99.38 ft-S to beg. Block 15
- (J) Lower Village. Block 13 North 1/2 of Lot 1, West 24 feet of North 1/2 of lot 2.
- (K) Lower Village. Block 25 Lot 5 except the East 6 feet of the North 66 feet. *Also* beginning 1 foot East of the Southwest corner of Lot 5; South 1.6 feet; East 30.7 feet; North 1.6 feet; West to the point of beginning.
- (L) Lower Village. Block 23 North 40 feet of ³⁴Lot 8.

(M) Lower Village. Block 25, Lots 3 and 4.

(N) Lower Village. Block 15, North 50 feet of West 53.9 feet of Lot 4. North 3 feet of South 16 Feet of West 33 Feet of lot 4.

(O) Part Sec 25 T2S R6W Mansion St – N side W-1 lot com on N Line Mansion St 8 Rods W of W line of High St, W 4 Rods, N 8 Rods, E 4 Rods, S 8 Rods to beg.

(P) Marshall Public Schools:

MARSHALL CITY, UPPER VILLAGE LOTS 214 THRU 223 INC

MARSHALL CITY, UPPER VILLAGE LOTS 234 TO 243 INCL (FORMER HIGH SCHOOL)

MARSHALL CITY, UPPER VILLAGE LOTS 251 TO 253 INCL N 1/2 OF LOT 254 LOTS 258 TO 260 INCL

MARSHALL CITY, UPPER VILLAGE LOTS 265 TO 269 INCL

MARSHALL CITY, UPPER VILLAGE LOT 271

(Q) Calhoun County:

MARSHALL CITY, LOWER VILLAGE ALL BLK 27

MARSHALL CITY, LOWER VILLAGE BLOCK 34 E 1/2 OF LOT 2 LOTS 4, 6 & 8

Adopted and signed this _____ day of _____, 2014

James L. Dyer, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on October 6, 2014, and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Trisha Nelson, CITY CLERK

CALL TO ORDER

IN REGULAR SESSION Monday, August 18, 2014 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 and Clerk Nelson.

Absent: None.

INVOCATION/PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE AGENDA

Moved Williams, supported Reed, to approve the agenda with the addition of the Michigan South Central Power Agency invoice in the amount of \$853,358.44 and corrected the Agenda to approve the Regular Session minutes of Monday, July 21, 2014 and Special Session Minutes of Friday, August 1, 2014. On a voice vote – **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITIONS

A. Income Tax Study Presentation:

Mayor Dyer introduced John Kaczor of Municipal Analytics and provided a brief history regarding Income Tax discussions with City Council.

John Kaczor of Municipal Analytics, Don Vanderwest, former Income Tax Administrator for the City of Grand Rapids and Muskegon, and John Shout, current Income Tax Administrator for the City of Grand Rapids gave a presentation to the public regarding the findings of the City of Marshall City Income Tax Feasibility Analysis. (**Attachment A** – Complete copy of the presentation by Municipal Analytics)

PUBLIC COMMENT ON AGENDA ITEMS

Jerry Baremor of 902 Verona Road encouraged Council to look at the demographics and feels that implementing an Income Tax would not be good for the City.

Dr. Harry Marshall of 832 Forest inquired of how taxes will be collected from people who live in the City but work outside of the City.

Ron Howland of 725 West Prospect Street inquired about forecasting models for success rates for communities with an Income Tax and if the City will continue to look at this on an ongoing basis.

Jill Koyl of 303 S. Grand Street inquired regarding the cost of the Income Tax Study presentation.

Carl Gibson from Calhoun County Senior Services commented regarding the number of senior citizens living in Marshall and the amount of revenue that will be lost by reducing property taxes.

Bill Thick of 602 N Linden inquired if Social Security was exempt from Income Tax and the number of people that work in Marshall.

Ron Dillman of Hemminsen Drug Store inquired of any exemptions for businesses.

Paul Herman of 135, 139, and 141 West Michigan Avenue inquired what year the last income tax has voted in Michigan.

CONSENT AGENDA

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

- A. Authorize the Clerk to sign the Chapel building Lease Agreement with a term expiring September 1, 2016;
- B. Approve the resolution authorizing the Clerk to sign the State Trunkline Maintenance Contract No. 2014-0369 effective October 1, 2014 through September 31, 2019;
- C. Authorize staff to begin the process of annexation of the Udell property into the City of Marshall;
- D. Schedule a public hearing for Monday, September 15, 2014 to receive public comment on the proposed DDA Expansion;
- E. Approve minutes of the City Council Regular session held on Monday, July 21, 2014 and Special Session held on Friday, August 1, 2014;
- F. Approve city bills in the amount of \$ 1,251,255.69.

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

INFORMATIONAL ITEMS

A. Master PA 425 Agreement:

City Manager Tarkiewicz updated the Council regarding the extension of the Master PA 425 Agreement with Marshall Township and advised that approval will come back to Council in the near future.

B. Event Reports

Event Reports were provided for the Bakers Dozen Beer Run and the Historic Home Tour and Civil War Ball.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Special Land Use Amendment #SLU 13.02 (A) for 414 W. Mansion:

Moved Miller, supported Mankerian, to approve the Special Land Use Amendment #13.02 (A) for a 9" x 48" sign at The Way Inn, located at 414 W. Mansion with the condition that the sign's location will be set as proposed in the application. On a roll call vote – ayes: Metzger, Miller, Reed, Revore, Williams, Mayor Dyer, and Mankerian; nays: none. **MOTION CARRIED.**

B. Redevelopment Ready Communities Program:

Moved Metzger, supported Mankerian, to approve Marshall's participation in the Redevelopment Ready Communities Program through the Michigan Economic Development Corporation by approving a Resolution and Memorandum of Understanding. On a roll call vote – ayes: Metzger, Miller, Reed, Revore, Williams, Mayor Dyer, and Mankerian; nays: none. **MOTION CARRIED.**

CITY OF MARSHALL, MICHIGAN RESOLUTION NO. 2014-20

RESOLUTION AUTHORIZING THE CITY OF MARSHALL TO APPROVE AND FULLY PARTICIPATE IN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC) REDEVELOPMENT READY COMMUNITIES PROGRAM AND APPROVE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the Michigan Economic Development Corporation (MEDC), selected the City of Marshall as one of the communities to participate in the Redevelopment Ready Communities Program; and

WHEREAS, the expectation of the program is to complete a comprehensive review of the City of Marshall's development processes as established by the City of Marshall, to make improvements in transparency and effective communication; and

WHEREAS, the program includes evaluating the strong partnerships with the all committees related to development, including the Marshall Area Economic Development Alliance (MAEDA), the Downtown Development Authority (DDA), the Local Development Finance Authority (LDFA), and the Planning Commission; and

NOW, THEREFORE, it is resolved as follows:

1. The Marshall City Council is willing to participate in the MEDC Redevelopment Ready Communities Program, which will involve interaction with MAEDA, DDA, LDFA and the Planning Commission.
2. The Marshall City Council authorizes the City Clerk to sign future documentation related to the program as provided by the MEDC, in order to fully participate in the program.
3. This resolution shall take effect upon authorization by the Marshall City Council.
4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

A copy of this Schedule as amended from time to time, shall be maintained by the Marshall City Clerk.

AYES, Council members: Mayor Dyer, Mankerian, Metzger, Miller, Reed, Revore, and Williams.

NAYES, Council members: None.

ABSTAIN, Council members: None.

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and a complete copy of the resolution adopted by the City Council and the City of Marshall at a regular meeting on August 18, 2014. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976, as amended). Minutes of the meeting will be available as required by the Act.

Trisha Nelson, City Clerk

C. Airport Paving:

Moved Williams, supported Reed, to approve the resolution authorizing the Clerk to sign the agreement with the Michigan Department of Transportation for the Rehabilitation Taxiway – Hangar Area Construction Project at Brooks Field. On a roll call vote – ayes: Reed, Revore, Williams, Mayor Dyer, Mankerian, Metzger, and Miller; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2014-21**

WHEREAS, the City Council of the City of Marshall has reviewed attached Contract #2014-0905 for federal project B-26-0064-1914 with the Michigan Department of Transportation for the Rehabilitation Taxiway – Hanger area Construction; and

WHEREAS, the City Council agrees to utilize the combination of federal, state, and local funding to fund these improvements as stated within contract #2014-0905 to be performed; and

WHEREAS, the estimated expense of the project is \$270,000; and

WHEREAS, the City participation in the project is estimated at \$13,462; and

WHEREAS, the City Council understands and agrees to the contract and its attached conditions.

NOW THEREFORE BE IT RESOLVED that based upon a motion made by Williams, and supported by Reed, to authorize Trisha Nelson, Clerk to sign contract 2014-0905 for federal project B-26-0064-1914.

Voting For: Mayor Dyer, Mankerian, Metzger, Miller, Reed, Revore and Williams.

Voting Against: None.

Absent: None.

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 18th day of August, 2014.

Trisha Nelson, City Clerk

Date

APPOINTMENTS / ELECTIONS

A. City Assessor Appointment:

Moved Miller, supported Reed, to approve the appointment of Julie Cain-Derouin as City Assessor. On a voice vote – **MOTION CARRIED.**

B. Airport Board Appointments:

Moved Metzger, supported Williams, to reappoint Desmond Kirkland and Dr. Michael Walraven to the Airport Board with terms expiring October 1, 2017. On a voice vote – **MOTION CARRIED.**

C. Property Maintenance Board of Appeals and Construction Board of Appeals Appointments:

Moved Metzger, supported Reed, to reappoint Barry Goodwin and Larry Rizor to the Property Maintenance Board of Appeals and the Construction Board of Appeals with terms expiring on October 6, 2016. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON NON-AGENDA ITEMS

Doug Jackson

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 7:51 p.m.

James L. Dyer, Mayor

Trisha Nelson, City Clerk

Summary of Income Tax Benefits

- Less burden on Marshall property owners
- Those who use City services would help pay for them
- Not limited in growth potential
 - Property tax limited by Headlee, Prop A
- Helps diversify revenues

Municipal Analytics 7

Income Tax Revenue Potential

TOTAL ESTIMATED INCOME TAX COLLECTION

Estimated Income Tax Collections		% of Total
Resident	\$ 718,501	49%
Non-resident	\$ 605,832	42%
Corporate	\$ 137,863	9%
TOTAL INCOME TAX COLLECTION	\$ 1,462,196	
Cost of administration	\$ 124,000	
TOTAL COLLECTION MINUS ADMINISTRATION COST	\$ 1,338,196	

Municipal Analytics 8

Administrative Costs

- Approximately \$124,000 per year
- Other income tax cities willing to share information, knowledge, policies & procedures, etc.
- Costs reduced by standard forms, Chase contract for processing, contracted tax administrator, etc.

Municipal Analytics 9

Impact on Property Taxes

- Revenue neutral: reduce general operating millage by up to 6.3 mills
- Marshall currently has highest property tax rate in County
- A reduction in millage could make Marshall more appealing to businesses and homeowners

Municipal Analytics 10

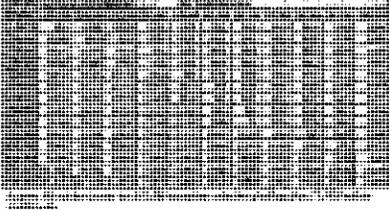
Income Tax Burden

- Residents: 49%
- Non-residents: 42%
- Corporations: 9%
- Senior citizens minimally impacted
- Low income minimally impacted
- Individual income tax calculator

Municipal Analytics 11

Impact on Taxpayers

- High income, low taxable value would face highest increase in tax burden
- Low income, high TV benefit greatest:



Municipal Analytics 12

User: ctanner
DB: Marshall

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
9920777845	AIRGAS USA LLC	CYLINDER RENTAL	111.60
X027116	ALL-TRONICS INC	SERVICE CALL	172.00
263683	ALTA EQUIPMENT COMPAN	REPAIR KOMATSU	140.60
140810705	AMBS CALL CENTER	ANSWERING SERVICE	57.60
12-964015	ARROW UNIFORM	CUST #010198-04	27.02
12-964008	ARROW UNIFORM	CUST #010198-01	81.37
12-964005	ARROW UNIFORM	CUST #010198-06	20.00
12-964018	ARROW UNIFORM	CUST #010198-05	20.00
3955	ARROW UNIFORM	RETURNED UNIFORM	(49.00)
12-964016	ARROW UNIFORM	CUST #010198-03	133.12
12-964013	ARROW UNIFORM	CUST #010198-02	56.09
12-971634	ARROW UNIFORM	CUST #010198-04	27.02
12-971628	ARROW UNIFORM	CUST #010198-01	26.37
12-971624	ARROW UNIFORM	CUST #010198-06	20.00
12-971637	ARROW UNIFORM	CUST #010198-05	20.00
12-971633	ARROW UNIFORM	CUST #010198-02	56.09
12-971635	ARROW UNIFORM	CUST #010198-03	133.12
388-171107	AUSTIN-BATTERIES PLUS	PEARL STREET SUBSTATION BATTERIES. (IN	4,528.50
73918	BOSHEARS FORD SALES I	2010 CHEVY G4500	184.48
73469	BOSHEARS FORD SALES I	2011 CROWN VIC	228.04
73638	BOSHEARS FORD SALES I	2009 FORD BUS	760.11
167627	BOSKER BRICK COMPANY	DOOR AND WINDOW REPLACEMENT CL2 BLDG	799.16
167625	BOSKER BRICK COMPANY	DOOR AND WINDOW REPLACEMENT CL2 BLDG	2,859.38
8151283	BOUND TREE MEDICAL LL	LA RESCUE 02 TO GO PRO PLUS BAGS	246.58
58506	C2AE	ARCHITECTURAL SERVICES FOR FIRE STATION	5,749.56
082714	CALHOUN COUNTY MUNICI	NOTICES FOR 08/05/14 PRIMARY ELECTION	114.82
2830	CB HALL ELECTRIC COMP	PROGRAM TIMER FOR LIGHTS DOWNTOWN	60.00
22825/1	CEM SUPPLY INC	BENCH GRINDER, WIRE WHEEL, GRINDER STAN	359.49
14-0172484	CITY OF ALBION	INTERNET	127.49
645310	COMMERCIAL OFFICE PRO	SHEARS, TRAY, INK ROLLER, TISSUES	77.28
090214	COMPLETE STRIPING	CITY CROSSWALKS	753.00
9911	COURTNEY & ASSOCIATES	AUGUST RETAINER SERVICES	250.00
86062	CRT, INC	ENDPOINT PROTECTION SUPPORT RENEWAL 3 Y	4,060.00
611244001	CRYSTAL FLASH ENERGY	DYED DIESEL FUEL	279.74
611244002	CRYSTAL FLASH ENERGY	REGULAR GASOLINE	600.04
1346	DAMRON BROTHERS ASPHA	REMOVE AND REPLACE ASPHALT AT O'LEARY A	12,500.00
451403	DARLING ACE HARDWARE	PAINT & SUPPLIES	76.96
450852	DARLING ACE HARDWARE	POOL CHLOR TABS``	129.98
451116	DARLING ACE HARDWARE	CHALKLINE COTTON	2.99
450248	DARLING ACE HARDWARE	ALL WTHR PROOF CEMNT3	11.99
453246	DARLING ACE HARDWARE	ANGLE GRINDER	169.99
453392	DARLING ACE HARDWARE	ACID & SPRAYER	58.96
452732	DARLING ACE HARDWARE	REFLECTIVE LETTERS	2.14
452940	DARLING ACE HARDWARE	TIMER BATTERY	8.98
453118	DARLING ACE HARDWARE	MURIACTIC ACID	15.98
453204	DARLING ACE HARDWARE	SHOVEL, PHILLP P SH M SC6X3/4	18.48
453393	DARLING ACE HARDWARE	PADLOCK, BOLTS, ETC	32.96
452959	DARLING ACE HARDWARE	BULBS, SCREEN, SPLINE, CORNERS, FRAME	50.48
453047	DARLING ACE HARDWARE	HOSE, GLUE	22.98
453229	DARLING ACE HARDWARE	SCREWS, KNOB, DOOR STOP	14.19
453264	DARLING ACE HARDWARE	RECEPTACLES, HARDWARE, AERATOR, ELECTRI	37.98
453170	DARLING ACE HARDWARE	SCOOPS	65.98
453289	DARLING ACE HARDWARE	RAZOR BLADES	7.99
453239	DARLING ACE HARDWARE	KEYS	7.96
453524	DARLING ACE HARDWARE	SHELF BRACKET	4.98
453444	DARLING ACE HARDWARE	BATTERIES	8.99
13-2075107905	DAVIS CONSTRUCTION IN	INDUSTRIAL RD LIFT STATION	70,389.05
525051	DEFOREST BROTHERS CON	11' OF CONCRETE CURB	380.00
83403	DEFOREST BROTHERS CON	REMOVE AND REPLACE CITY SIDEWALK 145' X	2,494.00
525052	DEFOREST BROTHERS CON	REPLACE CITY SIDEWALK	2,386.50
83404	DEFOREST BROTHERS CON	CONCRETE SIDEWALK 46' X 5'	989.00
34702	DOUGLASS SAFETY SYSTE	GASKET	32.18
MIMA154579	FASTENAL COMPANY	LINERS	142.50
MIMA154836	FASTENAL COMPANY	NUTS & BOLTS	9.70
211446	FIRE EXTINGUISHER SER	AIR TANK HYDROSTATIC TEST, EDDY CURRENT	216.00
211435	FIRE EXTINGUISHER SER	EXTINGUISHERS ON LOAN FOR FIRE TRAINING	210.00
14-895	FIRST DUE	LIFE LINER HOODS	435.00
2564	FLAG FORCE ONE	FLAGS, REPAIR ITEMS	156.58
5018043	GEORGE INSTRUMENT CO	EZ TREND QXE ADVANCED RECORDER & TRENDM	4,913.66
9521262239	GRAINGER	TOOL HANGERS	70.40
937523	GWIN, DARWIN	MOW BROOKS NATURE AREA 3X	75.00
74072	HERMANS MARSHALL HARD	DRAWER LOCK	6.79
74323	HERMANS MARSHALL HARD	ZIP TIES, PRUNERS, LOPPING SHEARS, DISI	78.84
73899	HERMANS MARSHALL HARD	SHELF AND BRACKETS	18.57
73904	HERMANS MARSHALL HARD	SMOKE ALARMS	503.28
74299	HERMANS MARSHALL HARD	DRIP PANS, MONKEY HOOKS	16.57
74093	HERMANS MARSHALL HARD	LAWN BAGS	19.58
74073	HERMANS MARSHALL HARD	RIVETS, SPRAY GREASE, DRILL BIT, PKG OF	10.76
74318	HERMANS MARSHALL HARD	HASP, 8/32 X 2, LOCK NUTS, WASHERS	13.89

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
57179	HUNTER PRELL COMPANY	TEST BACKFLOWS @ MARSHALL HOUSE	295.00
2751367	IIX INSURANCE INFORMA	MOTOR VEHICLE REPORTS	86.95
91192	J & K PLUMBING SUPPLY	SPRINKLER LINE REPAIR	7.78
91286	J & K PLUMBING SUPPLY	SWIVEL NUT BRASS	6.19
91289	J & K PLUMBING SUPPLY	SUPPLIES	76.52
91316	J & K PLUMBING SUPPLY	AIR RELEASE VALVE REPAIR	30.82
W49884	JACK DOHENY SUPPLIES	CHAIN SAW	1,323.10
W49064	JACK DOHENY SUPPLIES	REPLACE BLOWER ON VACTOR	16,881.00
W49885	JACK DOHENY SUPPLIES	VACTOR REPAIRS	7,648.23
083114	JIMMY'S JOHNS	COMPOST CENTER	90.00
406101	KAR LABORATORIES INC	MERCURY ANALYSIS	260.00
556244	KENNEDY INDUSTRIES IN	BURIED 6" SLUDGE VALVE	765.00
104923	LARRY'S FLOOR COVERIN	REPLACE FLOORING W/APT TURNOVERS #411	521.91
104924	LARRY'S FLOOR COVERIN	REPLACE FLOORING W/APT TURNOVERS #411	1,697.91
105014	LARRY'S FLOOR COVERIN	VACANT APT #114/NEW FLOOR COVERING	2,640.52
105024	LARRY'S FLOOR COVERIN	#213 VACANT APT NEW FLOOR COVERING	1,756.18
00001	LAW, MAGDALENE	ANALYST WORK ON 1208-04	934.00
9937	LEWEY'S SHOE REPAIR	PARADE GLOSS	15.98
6789	MARSHALL WELDING & FA	ANGLE FOR STEP TREAD	9.95
10981782	MCMMASTER-CARR	LOCKS, CABLE TIES	44.28
T14-0263	MICHIGAN RURAL WATER	WATER CERTIFICATION REVIEW LIMITED TREA	245.00
1	MISSION CAR WASH	POLICE CAR WASHES JAN THRU APRIL 2014	180.00
55836	MODERNISTIC	CLEAN CARPETS AT CITY HALL	325.00
C62114164	MSC INDUSTRIAL SUPPLY	SAFETY GLASSES & VESTS	274.92
62460054	MSC INDUSTRIAL SUPPLY	SAFETY VEST	44.08
INV67799	MUNICIPAL SUPPLY CO.	VALVE BOX RISERS	366.95
132906-00	MUNSON OCCUPATIONAL H	DRUG SCREEN	31.00
385613	NAPA OF MARSHALL	OIL DRY	79.90
384819	NAPA OF MARSHALL	TOP LINK	25.99
385384	NAPA OF MARSHALL	BRAKE CLEANER	4.02
21459486-00	NEW PIG CORP	ABSORBENT MAD PADS & SOCKS	391.53
474528	NYE UNIFORM COMPANY	SHIRTS, PANTS	567.63
62274	O'LEARY WATER CONDITI	WATER DELIVERED	27.00
3035	OERTHERS	ALL-PURPOSE MIX, MILORGANITE	114.06
595189	OMEGA DRYWALL & PAINT	PAINT & PATCH	700.00
40272	PEERLESS MIDWEST INC	#3 OCV VALVE REPAIR	960.43
I388805-IN	POLLARDWATER.COM	TUBE ROUNDER	189.13
5857409	POWER LINE SUPPLY	LINEMAN GLOVES	50.24
5854938	POWER LINE SUPPLY	25KV INSULATOR PIN	297.36
5854937	POWER LINE SUPPLY	ARIEL SPACER	578.63
5848698	POWER LINE SUPPLY	U GUARD	59.80
5858805	POWER LINE SUPPLY	ANIMAL GUARD, PIN INSULATOR	369.60
5858804	POWER LINE SUPPLY	STEEL LINE PIN	115.86
5858803	POWER LINE SUPPLY	WR159 CONNECTORS	18.98
611	QUALITY LAWN CARE	2014 LAWN MOWING AT BROOKS AIRFIELD	790.00
29400	SLC METER LLC	PRESSURE PIPE, CAP, WYE, ADAPTOR, PLUG,	823.50
PS75476	SMITH & LOVELESS	SEAL KIT	165.56
51990	SOIL AND MATERIALS EN	HUGHES STREET - P00133.14 PROJECT 69677	2,417.23
32244	STANDARD PRINTING & O	TOWN CRIER	336.72
8030990634	STAPLES ADVANTAGE	EAR PLUGS, UVEX CLEAR SOLUTION	76.04
AP 368899	STATE OF MICHIGAN-MDO	JOB NUMBER 120461A HUGHES STREET	26,344.79
26475	SUMMIT POINTE	2014 MOWING - AUGUST	580.00
79594	TROUP ELECTRONICS INC	SERVICE CALL TO REPAIR RADIOS ON BUS 13	726.00
79586	TROUP ELECTRONICS INC	RPR BUS RADIOS FOR #10, 11, 12, 13, 14	828.00
21370320 A	TRUGREEN	INSECTICIDE/HERBICIDE APPLICATION IN TH	1,890.00
			196,003.73

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EXP CHECK RUN DATES 01/01/2000 - 09/18/2014

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
SLS 10021967	ALEXANDER CHEMICAL CO	CHLORINE, HYDROFLUOSILICIC ACID, CAIROX	5,074.94
12-948860	ARROW UNIFORM	CUST #010198-02	111.19
12-956454	ARROW UNIFORM	CUST #010198-02	56.09
12-956457	ARROW UNIFORM	CUST #010198-03	133.12
12-948863	ARROW UNIFORM	CUST #010198-03	160.12
12-948855	ARROW UNIFORM	CUST #010198-01	21.64
12-956449	ARROW UNIFORM	CUST #010198-01	21.64
12-956459	ARROW UNIFORM	CUST #010198-05	20.00
12-948862	ARROW UNIFORM	CUST #010198-04	27.02
12-956456	ARROW UNIFORM	CUST #010198-04	27.02
12-948852	ARROW UNIFORM	CUST #010198-06	20.00
12-956445	ARROW UNIFORM	CUST #010198-06	20.00
12-948865	ARROW UNIFORM	CUST #010198-05	20.00
388-105038-01	AUSTIN-BATTERIES PLUS	REBULT BATTERY - HUSKIE TOOL	45.99
388-104985-01	AUSTIN-BATTERIES PLUS	175W MH LAMP	599.76
225-353444	AUTO VALUE MARSHALL	JET BLACK, POLISH, SPRAY WAX	49.77
225-354244	AUTO VALUE MARSHALL	OIL FILTERS	23.64
225-353820	AUTO VALUE MARSHALL	DIESEL ADD QT, BRAKLEEN, EP GREASE	174.66
225-353744	AUTO VALUE MARSHALL	BULK BATT CABLE	115.80
225-353356	AUTO VALUE MARSHALL	JET BLACK	26.79
225-354106	AUTO VALUE MARSHALL	FILTERS	15.23
225-353579	AUTO VALUE MARSHALL	CLEAR LACQUER, GLOSS BLACK	19.47
225-353454	AUTO VALUE MARSHALL	SHINE MASTER	16.69
225-353361	AUTO VALUE MARSHALL	GRAY PRIMER	106.36
225-355602	AUTO VALUE MARSHALL	TUF 3X30 STRAP	66.08
225-355432	AUTO VALUE MARSHALL	REFILLS 30 PACK, VUL CEMENT	13.68
225-355997	AUTO VALUE MARSHALL	OIL FILTER	5.64
225-355853	AUTO VALUE MARSHALL	HALOGEN CAPSULE	27.16
225-355959	AUTO VALUE MARSHALL	ENGINE DEGREASER	13.16
225-354862	AUTO VALUE MARSHALL	16-14 GAUGE TERM	5.98
225-352366	AUTO VALUE MARSHALL	3/8 NYL TO NYL COM	8.36
225-354534	AUTO VALUE MARSHALL	PLATINUM PLUG	17.94
225-354748	AUTO VALUE MARSHALL	HALOGEN CAPSULE	27.16
225-354769	AUTO VALUE MARSHALL	CABLE TIES	18.03
082514	BAKER TOOL RENTAL & S	MINI EX	175.00
216988-IN	BEAVER RESEARCH CO	KLEEN & GLOW	79.75
13-005	BENDZINSKI & COMPANY	SERVICES RENDERED IN CONNECTION WITH 20	24,900.00
73306	BOSHEARS FORD SALES I	2009 FORD E450	526.44
81509541	BOUND TREE MEDICAL LL	FIT TEST KIT, SUPPLIES	619.11
5001088601	BRONSON HEALTHCARE GR	UPRIGHT-MURPHY	65.00
2813	CB HALL ELECTRIC COMP	STREETLIGHT MAINT	200.00
2822	CB HALL ELECTRIC COMP	ADD RECEPTACLE AT PD	130.00
2827	CB HALL ELECTRIC COMP	ASSESSOR LIGHTS	120.00
STREETS-2015-00000	CITY OF BATTLE CREEK	QUARTERLY TRAFFIC SIGNAL	245.97
CVCL1958	CIVIC SYSTEMS LLC	SEMI-ANNUAL SOFTWARE SUPPORT FEES	5,286.00
130602-7	CIVIL ENGINEERS INC	HUGHES STREET CE	4,775.00
55289	COGITATE INC	MMS STATE TRUNKLINE SUPPORT	155.00
643505	COMMERCIAL OFFICE PRO	PLOTTER INK	544.67
642773	COMMERCIAL OFFICE PRO	MAILER, MARKER, PAPER	417.59
122941	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES	47.40
122942	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES	167.40
080814	D-K FENCE CO, INC	WTP FENCE REPAIR	2,282.00
74940	DADOW POWER EQUIPMENT	CLUTCH	374.83
74643	DADOW POWER EQUIPMENT	V-BELT	167.40
74619	DADOW POWER EQUIPMENT	BLADE KIT	84.10
451913	DARLING ACE HARDWARE	GUTTER REPLCMNT KIT FOR DUCK RACES	15.98
450869	DARLING ACE HARDWARE	TRIMMER LINE	37.99
452384	DARLING ACE HARDWARE	CABLE TIES	5.99
449915	DARLING ACE HARDWARE	PAINT	88.96
452521	DARLING ACE HARDWARE	ALLEN WRENCH	0.63
452048	DARLING ACE HARDWARE	PLUMBING SUPPLIES	10.97
452199	DARLING ACE HARDWARE	ROUNDUP CONC	46.99
451649	DARLING ACE HARDWARE	SCREEN ROLLER, CAULK	16.47
452568	DARLING ACE HARDWARE	DRILL BIT, PUSHBROOM	28.98
451496	DARLING ACE HARDWARE	CAULK	8.99
452720	DARLING ACE HARDWARE	RECEPTACLE SIDE, VOLTAGE DETECTOR	30.95
452748	DARLING ACE HARDWARE	ELECTRICAL SUPPLIES	0.78
452684	DARLING ACE HARDWARE	GLUE, SWITCH, RECEPT, CABLE	37.86
452452	DARLING ACE HARDWARE	STIHL PARTS, HARDWARE, CHAIN	203.18
452656	DARLING ACE HARDWARE	SWITCH, GLUE	4.97
452765	DARLING ACE HARDWARE	BRACKET SHELF, SHELF	35.89
452208	DARLING ACE HARDWARE	HOSE BARB	7.98
452274	DARLING ACE HARDWARE	BATTERY	4.99
452764	DARLING ACE HARDWARE	C&K INT	209.93
452512	DARLING ACE HARDWARE	SHOVEL, SHEPARD HOOKS	25.49
453137	DARLING ACE HARDWARE	KEYS	5.97
452522	DARLING ACE HARDWARE	NUTS, BOLTS FOR VOLLEYBALL NETS	0.60
452560	DARLING ACE HARDWARE	SHOVEL AND RETURN AT PREVIOUS PURCHASE	10.00
IN11059	DL GALLIVAN INC	KYOCERA/TASKALFA 300CI	141.00

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
1741	DOUBLE OAK CONSULTING	OSP FLOOR MOUNT SENSOR	1,304.42
940248	DUBOIS COOPER ASSOC I	SERVICE REPAIR BY-PASS PUMP	289.84
3110701	EDWARDS INDUSTRIAL SA	RUBBER FOR CLARIFIERS	120.10
257435	ELHORN ENGINEERING CO	CARUS 4500	3,320.00
625-14	ELM TRAINING LLC	LOTO TRAINING	800.00
2014-2069	EMERGENCY REPORTING	REPORT WRITING SYSTEM-ANNUAL FEE 09/1	1,937.00
92850826	ESRI INC	ACR GIS FOR DESKTOP & PUBLISHER MAINTEN	3,200.00
MIMA154604	FASTENAL COMPANY	O-RING	0.09
MIMA154609	FASTENAL COMPANY	O-RING	0.41
MIMA154814	FASTENAL COMPANY	HCS 1 1/4-7 X 6 P8	8.49
2673	FREDS AUTOMOTIVE REPA	2014 FORD EXPLORER	56.01
2678	FREDS AUTOMOTIVE REPA	2008 FORD CROWN VIC	79.98
2648	FREDS AUTOMOTIVE REPA	2011 CHEVY TAHOE	61.66
9509812815	GRAINGER	KNEE BOOTS	48.02
9510532196	GRAINGER	HAND DRUM PUMP, PISTON, PVC	35.15
73835	HERMANS MARSHALL HARD	GALLONS RUSTO	104.97
74263	HERMANS MARSHALL HARD	SEAT DISC	13.26
74281	HERMANS MARSHALL HARD	HANDLES	31.98
74294	HERMANS MARSHALL HARD	PANTRY PEST	17.98
74047	HERMANS MARSHALL HARD	CLEANER/DEGREASER	18.99
74271	HERMANS MARSHALL HARD	CHEST WADERS, STRAPS	187.96
83820	HOLLAND BUS COMPANY	ELECTRIC AIR COMPRESSOR UPGR	2,574.96
57181	HUNTER PRELL COMPANY	BACKFLOW TESTING	210.00
57178	HUNTER PRELL COMPANY	ANNUAL BACKFLOW TEST - POWERHOUSE	125.00
511447	HUSKIE TOOLS INC	SERVICE CALL	617.25
1901801009608	INTERSTATE ALL BATTER	6V	14.82
1901801009610	INTERSTATE ALL BATTER	COMMERCIAL BATTERIES	344.85
1901802007676	INTERSTATE ALL BATTER	AUTOMOTIVE BATTERIES	445.90
1901802007627	INTERSTATE ALL BATTER	COMMERCIAL & AUTOMOTIVE BATTERIES	675.80
080614	ISAAC & SONS	APT #305	70.00
2015.040	ISAAC & SONS	HALLWAY, OFFICE, LIBRARY ANNUAL CARPET	1,965.50
081314	ISAAC & SONS	APT #106	70.00
90832	J & K PLUMBING SUPPLY	1/2" ANGLE	7.18
90811	J & K PLUMBING SUPPLY	TANK HANDLE, THREAD CAP GASKET	5.42
91082	J & K PLUMBING SUPPLY	SUPPLIES	41.08
PC01252510:001	JACKSON TRUCK SERVICE	3030 COMPLETE CHAMBER	90.88
5444	JS BUXTON	BULK LIME	1,089.24
166955	K & H CONCRETE CUTTIN	ASPHALT SLAB SAWING	175.00
405647	KAR LABORATORIES INC	BIO-SOLIDS ANALYSIS	305.00
53871	KEBS INC	PROJECT: 83592.TOP SOUTH MARSHALL (V/L	750.00
6369	KELLOGG'S REPAIR GARA	INSTALL FILTERS	40.55
555831	KENNEDY INDUSTRIES IN	HOIST MOUNT FOR BROOKS PARK LS	375.00
27271	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES	94.60
200026.10-2140710	LAWSON-FISHER ASSOCIA	JULY SERVICES	1,018.51
1031563	LEGG LUMBER	SCREWS, QUICK SET	16.89
1031662	LEGG LUMBER	WOOD LATH BDL	19.98
1031663	LEGG LUMBER	WOOD LATH BDL	19.98
9927	LEWEY'S SHOE REPAIR	WORK BOOTS	140.00
9801	LEWEY'S SHOE REPAIR	POLISH	14.74
18930	MARSHALL MEDICAL ASSO	JOHNSON-VANDORSTEIN, DEYOE, RITSEMA	96.00
081114	MARSHALL PUBLIC SCHOO	07/29/14 TRIP TO KLAUSSEN B.C.	333.04
072214	MARSHALL PUBLIC SCHOO	07/22/14 HS POOL	98.45
071814	MARSHALL PUBLIC SCHOO	07/18/14 BOGAR TRIP	91.58
071114	MARSHALL PUBLIC SCHOO	07/11/14 MARSHALL LANES	83.93
080714	MARSHALL PUBLIC SCHOO	08/07/14 FULL BLAST TRIP	354.10
070114	MARSHALL PUBLIC SCHOO	07/01/14 HS POOL	94.46
080514	MARSHALL PUBLIC SCHOO	08/05/14 FRANKE CENTER	70.50
X105000823:01	MIDWEST TRANSIT EQUIP	CONTROLLER, PENDANT, RICON	227.45
1254489	MILLER CANFIELD PADDO	BOND COUNSEL FOR 2014 BUILDING AUTHORIT	39,500.00
6601-11953	MORNING STAR	DART AD	7.00
EE14-0006	MRWA	2014 EQUIPMENT EXPO - AMBLER & JOHNSON	150.00
56205584	MSC INDUSTRIAL SUPPLY	RUBBER BANDS FOR TRASH CAN	247.36
59683564	MSC INDUSTRIAL SUPPLY	TRAFFIC CONES	265.10
C57092224	MSC INDUSTRIAL SUPPLY	REFLECTIVE CODING STICKERS	20.20
14-038	MUNICIPAL ANALYTICS L	INCOME TAX FEASIBILITY STUDY	3,775.00
2521	MUNIDEALS.COM	OFFICIAL STATEMENTS FOR 2014 BUILDING A	4,500.00
384171	NAPA OF MARSHALL	GRAY PRIMER, VOC REDUCER	111.98
383022	NAPA OF MARSHALL	3/8 AIR LINE	20.07
474046	NYE UNIFORM COMPANY	PANTS, SHIRTS	424.06
61741	O'LEARY WATER CONDITI	JULY & AUGUST RENTAL, WATER	33.00
62031	O'LEARY WATER CONDITI	80# SALT	100.00
169	OERTHERS	RED MULCH FOR PEACH PARK	101.94
171	PALM TEES	T-SHIRTS	251.00
2245	PARRISH EXCAVATING	VALVE BOX, MEGALUGS, MJ VALVE - E PROSP	1,164.41
5852895	POWER LINE SUPPLY	5/8" SPINLOCK WASHER	115.00
5852992	POWER LINE SUPPLY	FALL HARNESS	118.06
5852894	POWER LINE SUPPLY	AUTO LINE SPLICE 4/0	434.25
5851780	POWER LINE SUPPLY	RED METER SEALS 48	520.00
5850839	POWER LINE SUPPLY	RISER	89.70

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
5852893	POWER LINE SUPPLY	AUTOLINE SPLICE #2	161.00
5852896	POWER LINE SUPPLY	600V TRANSFORMER	414.05
5853169	POWER LINE SUPPLY	10KV 200 AMP TRANSFORMER RETURNED	(153.84)
188681	PVS TECHNOLOGIES	FERRIC CHLORIDE	4,131.93
6442	QUALITY ENGRAVING SER	SPONSOR PLAQUES	495.00
596	QUALITY LAWN CARE	2014 LAWN MOWING AT BROOKS AIRFIELD	2,370.00
9401	RADIO COMMUNICATIONS	INSTALL 2 MOBILES INTO NEW SQUAD 12 UNI	275.00
25761	RADIO SHACK	150W 3 OUTLET POWER INVERTER	49.99
14423	RADIO SHACK	6A SB FUSE	3.49
8056	REDSTONE ARCHITECTS I	ARCHITECT FEES MRLEC BUILDING--ADDENDUM	11,641.26
RR230238	REHMANN ROBSON PC	AUDIT FOR YEAR ENDING 6/30/2014 - PAYME	15,000.00
081014	RIVERS EDGE DETAILING	ANNUAL POLICE CAR CLEANING	430.00
18330	RS TECHNICAL SERVICE	ANNUAL METER CALIBRATION	441.00
18336	RS TECHNICAL SERVICE	SERVICE CALL	253.87
64349221	SAFETY-KLEEN	PARTS WASHER SOLVENT	174.30
71631	SHAFER BROS INC	BEAR COAT LUSTER, SHARKGRIP	203.77
31964	STANDARD PRINTING & O	BUSINESS CARDS - LISA HUEPENBECKER	59.96
32028	STANDARD PRINTING & O	DELIVERY CHARGE	7.00
185062	STANLEY LAWN & GARDEN	UNIVERSAL SPEED HEAD	68.96
184776	STANLEY LAWN & GARDEN	TRIMMER SPOOL, CABLE	35.88
26300	SUMMIT POINTE	2014 MOWING	870.00
303052-IN	T EQUIPMENT.NET	ACR SYSTEMS 35-0110 SINGLE PHASE VOLTA	678.46
23190388	TRUGREEN	LAWN SERVICES @ 323 W MICHIGAN AVE	155.00
11396427	UNIVERSAL ADVERTISING	AD	83.00
403961	USA BLUEBOOK	MANHOLE COVER LIFTER	89.76
530343616	UTILITIES INSTRUMENTA	BREAKER MAINTENANCE	1,152.00
530343617	UTILITIES INSTRUMENTA	PREVENTATIVE MAINTENANCE OF CAPACITORS	2,088.00
081314	WARNER PUBLISHING CO.	DART AD	20.00
			167,005.25

Revised

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
269781981508-14	A T & T	269 781-9815 267 0	1,919.59
269781444708-14	A T & T	269 781-4447 749 4	165.00
269781907008-14	A T & T	269 781-9070 573 1	52.60
6100458-000-0814	AD-VISOR & CHRONICLE	ACCT #06100458-000 JULY CHARGES	780.53
1110012-000-0714	BATTLE CREEK SHOPPER	LEVEL III ASSESSOR AD	103.83
7016312/0008-0814A	BLUE CROSS BLUE SHIEL	GROUP #007016312/0008 AUGUST 2014	9,370.25
7016312/0008-0814C	BLUE CROSS BLUE SHIEL	GROUP #007016312/0008 AUGUST 2014	(21,423.57)
081314	BROWN, RICHARD	ENERGY OPTIMIZATION - BULBS	109.94
EQUAL-2014-0000001	CALHOUN COUNTY TREASU	ASSESSMENT SERVICES - AUGUST 2014	2,298.00
315119014226500	CAPITAL ONE COMMERCIA	ACCT #6004-3004-9900-5848 MENARDS	105.16
081114	CATHERINE GRAHAM	MACKINAC TRIP REFUND	534.00
2550997932	CHEMICAL BANK SOUTH	HSA CONTRIBUTION #2550997932 HANKINSON,	562.50
2550568295	CHEMICAL BANK SOUTH	HSA CONTRIBUTION #2550568295 AMBLER, AA	562.50
2550998344	CHEMICAL BANK SOUTH	HSA CONTRIBUTION #2550998344 ROBERTS, C	562.50
080614	CITY OF MARSHALL	PETTY CASH REIMBURSEMENT - DRAWER #2	22.69
19104	CLARK CONSTRUCTION CO	CONSTRUCTION MANAGER SERVICES-FIRE DEPA	173,172.22
201359152644	CONSUMERS ENERGY	1000 0033 5602	274.44
081314	DEAN TRAILWAYS OF MIC	MOVEMENT ID 12636 - MACKINAC ISLAND TRI	2,656.00
081314	EDWARD DENNIS	ENERGY OPTIMIZATION - REFRIGERATOR	25.00
080814	ESTATE OF NILA CORTEV	REFUND DUE	209.00
081314	GRAND HOTEL	FINAL PAYMENT FOR MACKINAC ISLAND TRIP	18,054.00
2700070000	HAGENBARTH, JOSEPH M	REFUND UTILITY OVERPAYMENT	16.65
13-53-001-225-01	HEIDENREICH, ROBERT	REFUND TAX OVERPAYMENT 13-53-001-225-01	0.10
073114	K-MART	JULY CHARGES	76.57
081314	KNICKERBOCKER, CHARLE	ENERGY OPTIMIZATION - REFRIGERATOR	25.00
82130231059095-081	LOWES BUSINESS ACCOUN	ACCT #821 3023 105909 5	170.05
97138573	MCMMASTER-CARR	CLARIFIER SKIMMER RUBBER STRIP	44.83
790004405582930708	NEOFUNDS BY NEOPOST	ACCT #7900 0440 5582 9307	3,000.00
249-004308076	REPUBLIC SERVICES #24	ACCT #3-0249-1022021	1,013.03
21063-0814	SPARTAN STORES	CUST #021063 JULY CHARGES	434.45
081214	STATE OF MICHIGAN	FILING FEE RE BUILDING AUTHORITY BONDS	1,100.00
081314	TRUDEAU, TERI	REIMBURSEMENT FOR PLAYGROUND SUPPLIES	48.00
16-028600-06	VANZANDT, JOHN	REFUND UTILITY DEPOSIT	53.44
9729643918	VERIZON WIRELESS	ACCT #987146080-00001	692.51
			196,790.81

- Revised -

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
3-009000-33	301 E MICHIGAN LLC	REFUND UTILITY OVERPAYMENT	21.78
22-075600-00	ALLEN EDWIN HOMES	REFUND UTILITY OVERPAYMENT	178.02
Z14064360H	AMERICAN MESSAGING	ACCT #Z1-406436	90.03
287238047810X81120	AT&T MOBILITY-ROC	ACCT #287238047810	38.55
21-003600-19	BEATTIE, AMY	REFUND UTILITY TAX CERTIFICATION PD BY	169.51
18-028700-00	BIGGS, DAVID & KATHER	REFUND UTILITY TAX CERTIFICATION	13.50
31-012300-06	BIRCH REALTY GROUP	REFUND UTILITY OVERPAYMENT	52.22
7016312/0009-0914	BLUE CROSS BLUE SHIEL	GROUP #007016312710/0009 SEPTEMBER	66,977.00
7016312/0010-0914	BLUE CROSS BLUE SHIEL	GROUP #007016312710/0010 SEPTEMBER	1,199.19
7016312/0012-0914	BLUE CROSS BLUE SHIEL	GROUP #007016312710/0012 SEPTEMBER	37,414.19
7016312/0011-0914	BLUE CROSS BLUE SHIEL	GROUP #007016312/0011 SEPTEMBER	2,190.76
7016312/0005-0914	BLUE CROSS BLUE SHIEL	GROUP #007016312710/0005 SEPTEMBER	1,834.22
7016312/0007-0914	BLUE CROSS BLUE SHIEL	GROUP #007016312710/0007 SEPTEMBER	2,700.87
7016312/0008-0914	BLUE CROSS BLUE SHIEL	GROUP #007016312710/0008 SEPTEMBER	13,454.18
644123	COMMERCIAL OFFICE PRO	PENS, LEGAL PADS, POST-ITS, MARKER, BAT	130.54
RIS0000600836	DELTA DENTAL PLAN OF	CLIENT #MIO22820001	4,969.44
7018274-0814	EARTHLINK BUSINESS	ACCT #00000007018274	996.22
9-002600-05-2	FRANCE, ADAM & JOCELY	REFUND UTILITY OVERPAYMENT	41.64
27-088000-03	GAUTHIER, SALLY	REFUND UTILITY OVERPAYMENT	103.19
082114	GOODMAN, DIANE	REFUND SECURITY DEPOSIT AND RENT	236.00
2013-2014	HERMANS MARSHALL HARD	ELECTRIC REIMBURSEMENT FOR CLOCK USAGE	578.83
ERUMI550-0914	KANSAS CITY LIFE INSU	GROUP #ERUMI550	771.25
8-027400-00	L & F REALTY	REFUND UTILITY OVERPAYMENT	33.59
8-027600-01	L & F REALTY	REFUND UTILITY OVERPAYMENT	19.58
8-027700-00	L & F REALTY	REFUND UTILITY OVERPAYMENT	17.42
4562-0814	MARSHALL COMMUNITY CU	4562 - DEAN	18.82
9421-0814	MARSHALL COMMUNITY CU	9421 - SEARS	418.04
3217-0814	MARSHALL COMMUNITY CU	3217 - SWISHER	35.57
5157-0814	MARSHALL COMMUNITY CU	5157 - FEDDERS	1,238.99
7681-0814	MARSHALL COMMUNITY CU	7681 - TARKIEWICZ	293.28
1773-0814	MARSHALL COMMUNITY CU	1773 - MCCOMB	1,198.53
3225-0814	MARSHALL COMMUNITY CU	3225 - RAMEY	566.19
98169672	MCMASTER-CARR	ENCLOSURE, CABINETS, STICKERS	339.16
S3629849.001	MEDLER ELECTRIC COMPA	SPRING NUT	22.83
S3628404.002	MEDLER ELECTRIC COMPA	SPLICE TAPE	69.80
S3628404.001	MEDLER ELECTRIC COMPA	ELECT TAPE	50.70
FALL CONFERENCE	MMEA	FALL CONFERENCE REGISTRATION - TOM TARK	250.00
595183	OMEGA DRYWALL & PAINT	PAINTING 2 OFFICES AND HALLWAY	1,100.00
20-002600-01	PARKER, WILLIAM	REFUND OVERPAYMENT	152.09
4-005800-10	RAMBADT, BENJAMIN & S	REFUND UTILITY OVERPAYMENT	24.57
27-074200-02	RICHE, ERIC	REFUND UTILITY OVERPAYMENT	57.12
082114	SHARON GILCHRIST	REFUND SECURITY DEPOSIT	102.00
8948000000140808	TELNET WORLDWIDE	ACCT #CORP-008948	895.78
081314	WARMAN'S PARTY STORE	REWARD GIFT CERTIFICATES - 6 @ \$25 EA	150.00
13-53-009-405-00	WELLS FARGO	REFUND OVERPAYMENT P/N 13-53-009-405-00	2,391.03
37786793	WEX BANK	ACCT # 0470-00-462076-1	12,378.02
10040764-0814	WOW! INTERNET-CABLE-P	ACCT #010040764	1,360.21
			157,344.45

User: ctanner

EXP CHECK RUN DATES 01/01/2000 - 08/29/2014

DB: Marshall

UNJOURNALIZED OPEN

BANK CODE: MAIN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
9493418	4IMPRINT	8435 SANITIZER SPRAY	477.62
082514	BALLARD, FRANK R	INSPECTORS COMMISSION	11,347.72
082214	BEARDSLEE LAW OFFICES	SERVICES BILLED THRU 08/22/14	552.75
2550994491	CHEMICAL BANK SOUTH	HSA CONTRIBUTION ACCT #2550994491, FITZ	1,419.09
2550996603	CHEMICAL BANK SOUTH	HSA CONTRIBUTION ACCT #2550996603, HAZE	1,485.42
2550993006	CHEMICAL BANK SOUTH	HSA CONTRIBUTION ACCT #2550993006, LIBB	750.00
644846	COMMERCIAL OFFICE PRO	RPT COVERS, INK REFILL, POSTIT NOTES	58.06
644958	COMMERCIAL OFFICE PRO	PENCILS	8.60
206520745509	CONSUMERS ENERGY	1000 0916 3435	38.73
204918972585	CONSUMERS ENERGY	1000 0759 4680	16.91
204296022378	CONSUMERS ENERGY	1000 5741 9077	17.66
201804146621	CONSUMERS ENERGY	1030 0915 7670	15.50
206520745511	CONSUMERS ENERGY	1000 0916 3971	33.51
206520745508	CONSUMERS ENERGY	1000 0916 3203	13.83
082514	DEVENEY, JAMES R	INSPECTOR COMMISSION	197.50
082514	GANO, DARYL	ELECTRICAL INSPECTOR COMMISSION	980.00
082614	GOODWIN, RON	RPLC LOST CEMETERY URNS	46.60
082514	GROSS, JOHN	INSPECTION COMMISSION	765.00
082214	HALL, TRACY	PICTURE MATS FOR CONFERENCE ROOM	6.34
1208	HERETIC STUDIOS	LED LIGHT BARS	293.90
081514	KELLY, STEVEN	PANTS HEMMED	10.00
082614	KELLY, STEVEN	FOOD FOR TASK FORCE FOR MISSING JUVENIL	74.36
082114	LIVINGSTON, WENDY	ENERGY OPTIMIZATION - DEHUMIDIFIER	25.00
3507-0814	MARSHALL COMMUNITY CU	3507 - MCDONALD	358.97
5165-0814	MARSHALL COMMUNITY CU	5165 - TRUDEAU	1,076.97
082214	MBPA	2014 ASSOCIATION MEMBERSHIP	75.00
32-049200-31	MOLNAR, MICHAEL	REFUND UTILITY DEPOSIT	44.09
135300940500	MONARCH COMMUNITY BAN	REFUND TAX OVERPAYMENT P/N 13-53-009-40	2,391.03
72214	PARTY TIME TENTS & MO	FOR LAW ENFORCEMENT GROUNDBREAKING	481.00
20140825-97570	PET EXPERTISE	DOG TRAINING CLICKERS	709.75
578	QUALITY LAWN CARE	LAWN CARE AT GOLDEN RULE PROPERTY	959.00
19-07500-57	ROCHO, MELISSA	REFUND UTILITY DEPOSIT	11.37
082014	TOM FITZPATRICK	CDL RENEWAL	47.00
082514	TRUDEAU, TERI	PLAYGROUND SUPPLIES	19.90
			24,808.18

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
090214	ADVANTAGE ROOFING	PERMIT FEE REFUND--DUMPSTER PERMITS CAN	40.00
083114	CALHOUN COUNTY TREASU	AUGUST 2014 TRAILER FEES	80.00
315103814222666	CAPITAL ONE COMMERCIA	ACCT #6004-3004-9900-5848	101.63
315121814606086	CAPITAL ONE COMMERCIA	ACCT #6004-3004-9900-5848	97.70
082914	CHAPMAN, HEATHER	ENERGY OPTIMIZATION - A/C, THERMOSTAT &	256.34
2550998211	CHEMICAL BANK SOUTH	HSA CONTRIBUTION ACCT #2550998211 TRUDE	562.50
090214	CHERYL VOSBURG	TRAVEL ADVANCE	400.00
201359199504	CONSUMERS ENERGY	1000 0033 5602	354.68
13-53-000-681-00	CORELOGIC REAL ESTATE	REFUND TAX OVERPAYMENT P/N 13-53-000-68	1,510.10
13-53-000-175-00	CORELOGIC REAL ESTATE	REFUND TAX OVERPAYMENT P/N 13-53-000-17	4,287.86
082914	DURANT, CARRIE	ENERGY OPTIMIZATION - FREEZER	25.00
29-001800-30	GREVE, NICHOLAS	REFUND UTILITY DEPOSIT	30.58
1165968-1175236	GRIFFIN PEST SOLUTION	2014 PEST CONTROL FOR PUBLIC SERVICES	92.00
1175235	GRIFFIN PEST SOLUTION	2014 PEST CONTROL FOR CITY HALL	33.00
13-010200-00	GRZESKOWIAK, RICHARD	REFUND UTILITY OVERPAYMENT	104.02
082914	HACKER, JOHN	LICENSE RENEWAL	65.00
398337	HUB INTERNATIONAL MID	POLICY #4692583	320.00
398329	HUB INTERNATIONAL MID	POLICY # S1805444	441.00
398328	HUB INTERNATIONAL MID	POLICY #S1805444	16.00
394520	HUB INTERNATIONAL MID	POLICY #S1805444	(465.00)
398324	HUB INTERNATIONAL MID	POLICY #G24726745	2,803.00
398326	HUB INTERNATIONAL MID	POLICY #S1805444	(1,090.00)
54093	KEBS INC	BOUNDARY SURVEY PRATT DR V/L	1,200.00
082914	KRUM, KEN	ENERGY OPTIMIZATION - FURNACE & THERMOS	165.00
082914	LARSON, JON	ENERGY OPTIMIZATION - FURNACE, A/C, THE	335.00
082214	MARSHALL PUBLIC SCHOO	ENERGY OPTIMIZATION - LIGHTING	1,313.60
082214	MCDONALD'S	ENERGY OPTIMIZATION - LIGHTING, APPLIAN	3,290.00
10631329	MCMMASTER-CARR	SAFETY SIGNS & LOCKS	362.15
S3629723.004	MEDLER ELECTRIC COMPA	SPLICE TAPE	69.80
S3629723.003	MEDLER ELECTRIC COMPA	RUBBER SPLICE TAPE	34.90
S3629723.002	MEDLER ELECTRIC COMPA	ELECT TAPE, SPLICE TAPE	612.35
S3629723.005	MEDLER ELECTRIC COMPA	RUBBER SPLICE TAPE	34.90
S3629723.001	MEDLER ELECTRIC COMPA	ELECT TAPE, SPLICE TAPE	209.87
S3629750.001	MEDLER ELECTRIC COMPA	CODING TAPE	169.93
S3629750.002	MEDLER ELECTRIC COMPA	CODING TAPE	54.79
S3629750.003	MEDLER ELECTRIC COMPA	CODING TAPE	4.56
S3629723.006	MEDLER ELECTRIC COMPA	SPLICE TAPE	34.90
S3629723.007	MEDLER ELECTRIC COMPA	SUPER 88 TAPE	199.36
S3628412.001	MEDLER ELECTRIC COMPA	CU COMP CONN	244.73
0003	MICHIGAN BUILDING & R	MARK STUART 121 1/2 RENTAL REHAB	24,200.00
082914	MMEA	FALL CONFERENCE - EDWARD RICE	250.00
30-029500-07	MOSER, MEGAN	REFUND UTILITY DEPOSIT	10.78
114-A	OERTHERS	GRASS SEED, MILORGANITE	97.64
249-004344727	REPUBLIC SERVICES #24	ACCT #3-0249-1022021	1,013.03
MAR RR-2013-03	REVITALIZE LLC	MARK STUART 121 1/2 RENTAL REHAB - FSR	4,161.00
386004708-0814	STATE OF MICHIGAN	38-6004708 FORM #160, AUGUST 2014 SALES	32,917.82
090214	TAYLOR, JEFF	UPS CHARGE	16.47
10058364-0814	WOW! BUSINESS	ACCT #010058364	32.97
13934621-0814	WOW! BUSINESS	ACCT #013934621	29.17
10040269-0814	WOW! BUSINESS	ACCT #010040269	387.72
			81,517.85

EVENT REPORT

EVENT: Tractor Drive for Cancer Cure

EVENT LOCATION: Calhoun County Fairgrounds

SPONSOR: David Giesen

EVENT DATE: Saturday, September 20, 2014

EVENT TIMEFRAME: 10:00a – 12:30p

MDOT PERMIT REQUIRED: No

MDOT PERMIT GRANTED: NA

ROAD CLOSURE DETAIL: None

ROAD CLOSURE TIMEFRAME: N/A

EVENT CLOSURE DETAIL: No Closure requested. Staging will occur at the Calhoun County Fairgrounds.

DETOUR DETAIL: None needed.

EVENT DETAIL:

The Calhoun County Tractor Association will be having their 4th Annual Tractor Drive for Cancer Cure event on the above listed date. They are expecting approximately 100 tractors in this parade. Last year they had 83 tractors and this event grows each year. They will proceed out of the fairgrounds south on Monroe St. Continue to Hughes St and go west to 12 Mile Rd. They will then go north on 12 Mile Rd to C Dr. N. Continue onto C Dr. N to Michigan Ave. They proceed east on Michigan Ave to Exchange St and back to the fairgrounds. The tractors on Michigan Ave will remain in the right outside lane and other traffic will be able to use the inside lane.

The Calhoun County Sheriff's Office is aware of the event. The Marshall Township Fire Department has agreed to provide traffic control in Marshall township.

COUNCIL NOTIFICATION DATE: September 15, 2014



ADMINISTRATIVE REPORT
September 15, 2014 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Ken Swisher, Finance Director

SUBJECT: Shared City Assessing Services with the City of Albion

BACKGROUND: The City of Marshall decided to make the Assessing function an internal position within the Finance Department of the City. An Assessor has been identified and appointed by the Mayor with concurrence from Council. As part of this transition, the City of Marshall has continued discussions with the City of Albion to share these Assessing Services on a 70/30 basis, with Albion receiving approximately 30% of the Assessing Services under contract with the City of Marshall. At this time, the City of Albion's leadership is proposing a 9 month agreement (October 1, 2014 through June 30, 2015) to their City Council for adoption.

RECOMMENDATION: It is recommended that the City Council approve the attached 9-month Agreement with the City of Albion for assessing services, pending a decision by the City of Albion's Council to concur with the Agreement. It is also recommended that Council approve a budget amendment in the amount of \$39,000 to cover the appropriate funding for this transition.

FISCAL EFFECTS: The FY 2015 General Fund Assessor's budget will require a budget amendment request of \$39,000 in order to assure that appropriate funds are available to support the new Assessor as well as staffing levels appropriate for the Assessing office. Funds are available for this purpose is available within the General Fund-Fund Balance.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

Ken Swisher
Finance Director

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

ASSESSMENT SERVICES AGREEMENT

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

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

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

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

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

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

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

1. Duties - Marshall.

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

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

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

2. Obligations of Albion.

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

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

3. Term.

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

4. Payment For Services.

It is expressly understood and agreed that the compensation for the performance of the services set forth in paragraph 1 by Marshall for Albion shall be in an amount not to exceed Thirty Six

Thousand Dollars (\$36,000) for the agreement period. Upon the presentation of a properly submitted invoice, payments will be made by Albion to Marshall within 30 days of the invoice receipt following the last day of each monthly term completed. In the event that the contract is terminated by Albion prior to the completion of any monthly term, Albion will pay Marshall the full monthly sum then due. Modification in the amounts charged by Marshall for services shall be reviewed on at least an annual basis by the Finance Directors of Albion and Marshall and changes therein agreed to in writing by them.

5. Termination of Agreement.

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

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

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

6. General Terms and Conditions.

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

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

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

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

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

6.4 In providing services under this Agreement, the parties recognize Marshall personnel will, from time to time, be doing work for Albion. Marshall and Albion agree that the point of contact for all communication and direction regarding work to be performed by Marshall

personnel under this Agreement shall be the Finance Director of Albion. Marshall reserves the right to control and direct all of its employees, and the times when they may perform services under this Agreement.

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

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

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

City of Marshall,

City of Albion,

By: _____
Finance Director

By: _____
Finance Director

By: _____
City Clerk

By: _____
City Clerk

September ____, 2014

September ____, 2014



ADMINISTRATIVE REPORT
September 15, 2014 – City Council Meeting

REPORT TO: Honorable City Council Members

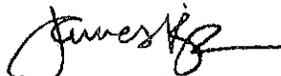
FROM: James L. Dyer, Mayor

SUBJECT: Planning Commission Reappointments

BACKGROUND: The Planning Commission consists of nine members. The terms of Susan Collins, Lynne Meservey, Jim Zuck and Jeff Goodman expire on November 1, 2014. Susan Collins, Lynne Meservey, and Jeff Goodman have requested to be reappointed. Jim Zuck has moved outside of the City limits.

RECOMMENDATION: It is my recommendation that Susan Collins, Lynne Meservey, and Jeff Goodman be reappointed to the Planning Commission with terms expiring on November 1, 2017.

Respectfully submitted,


James L. Dyer
Mayor

323 W. Michigan Ave.

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ADMINISTRATIVE REPORT
SEPTEMBER 15, 2014 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Appointments to the Downtown Development Authority/Local Development Finance Authority

BACKGROUND: The Downtown Development Authority and Local Development Finance Authority are created under State statutes. Excerpts from the statute are attached. The Authorities are established to provide revenues for development of downtowns and industrial areas. Since both Authorities are created for development and both are partners with the Marshall Area Economic Development Alliance, a Board of similar members is recommended.

The following Authority members are required by the Statute and are appointed by their respective Agency: City Manager Tom Tarkiewicz, Kellogg Community College representative Matt Davis, Calhoun County & Marshall School's representative Richard Lindsey, and Marshall School's representative Dan Stulberg. The other members are recommended by the City Manager and approved by the City Council.

RECOMMENDATION: It is recommended that the City Council approve the following appointments and terms to the Downtown Development Authority/Local Development Finance Authority: Desmond Kirkland (9/15/15), J.P. Walters (9/15/16), Jason LaForge (9/15/17), Steve Dodge (9/15/18), Jim Pardoe (9/15/17), Sue Damron (9/15/18), and Catherine Yates (9/15/16).

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz
City Manager

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CITY OF MARSHALL
TAX INCREMENT FINANCING AUTHORITIES

The City of Marshall has a Downtown Development Authority (DDA) and a Local Development Finance Authority (LDFA). The Authorities are established to provide revenues for development of downtowns and industrial areas. Both Authorities are established under State statutes.

DOWNTOWN DEVELOPMENT AUTHORITY Act 197 of 1975

AN ACT to provide for the establishment of a downtown development authority; to prescribe its powers and duties; to correct and prevent deterioration in business districts; to encourage historic preservation; to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation and implementation of development plans in the districts; to promote the economic growth of the districts; to create a board; to prescribe its powers and duties; to authorize the levy and collection of taxes; to authorize the issuance of bonds and other evidences of indebtedness; to authorize the use of tax increment financing; to reimburse downtown development authorities for certain losses of tax increment revenues; and to prescribe the powers and duties of certain state officials.

THE LOCAL DEVELOPMENT FINANCING ACT Act 281 of 1986

AN ACT to encourage local development to prevent conditions of unemployment and promote economic growth; to provide for the establishment of local development finance authorities and to prescribe their powers and duties; to provide for the creation of a board to govern an authority and to prescribe its powers and duties; to provide for the creation and implementation of development plans; to authorize the acquisition and disposal of interests in real and personal property; to permit the issuance of bonds and other evidences of indebtedness by an authority; to prescribe powers and duties of certain public entities and state officers and agencies; to reimburse authorities for certain losses of tax increment revenues; and to authorize and permit the use of tax increment financing.

The **DDA** Statute (MCL 125.1651 & following) says the DDA board shall consist of CEO of the City and 8-12 others who have an interest (direct or indirect) in the downtown, including one resident of the downtown if 100 people live downtown. Statute also states: ... *Not less than a majority of the members shall be persons having an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district. Not less than 1 of the members shall be a resident of the downtown district, if the downtown district has 100 or more persons residing within it. ...*

The LDFA act (MCL 125.2151) states that the board shall be 7 members appointed by the CEO of the City; 1 appointed by the county board; 1 representing a community college; 2 appointed by the CEO of each governmental unit other than the city which levied 20% or more of the property taxes. The City Attorney has determined that an appointee can fill two designated roles.

The Tax Increment Financing Act (TIFA) (MCL 125.1801 et. seq.) says the TIFA authority shall be under the supervision and control of either 1) the city's EDC board; or 2) the DDA board; or 3) a board of 7-13 people appointed by the City's CEO.

Based on the above statutes, it is recommended that the DDA and LDFA Board be reconfigured to have the same members. The 11 member Board would be comprised of the following members:

- ❖ City Manager
- ❖ Kellogg Community College representative
- ❖ Calhoun County/Marshall Schools/DDA representative
- ❖ Marshall Schools/DDA representative
- ❖ Downtown resident
- ❖ DDA or LDFA district representative
- ❖ DDA district representative
- ❖ LDFA district representative
- ❖ LDFA district representative

- ❖ DDA district representative
- ❖ DDA district representative

The County Building and the Middle School Building will be added to the DDA district. This will allow the County and School members to have interest in the downtown district.

This restructuring will allow the Authorities to return to their main function: economic and infrastructure development. Also, with the graduation from the Main Street program, we will not have a Main Street Manager. The former Main Street Promotions Committee has been merged with the Tourism Council. MAEDA will be marketing for all areas. The former Main Street Design Committee will still exist under MAEDA to manage façade grants which come from the DDA budget. They will also review requests for projects within the right of way. MAEDA will be coordinating all economic development activities for the area including the downtown and industrial areas. The combined Board will review the Capital Improvement Plan, review the budget, and recommend the budget to the City Council on how to spend the captured development dollars