



**CITY COUNCIL
WORK SESSION AGENDA
Monday, November 2, 2015
6:00 PM – 6:45 PM
City Hall Training Room**

A. Fiber to the Premise Update

Staff will update the Council on the Fiber to the Premise project.

B. Other items

C. Future Work Sessions

None planned

D. Future topics

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

November 2, 2015

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** – Gail Monsma, First Presbyterian 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. **2016 Chevrolet Impala Vehicle Purchase** **P. 4**
 City Council will consider the recommendation to approve the purchase of a 2016 Chevy Impala from Berger Chevrolet of Grand Rapids in the amount of \$24,829.50
- B. **City Council Minutes** **P. 5**
 Work Session..... Monday, October 19, 2015
 Regular Session..... Monday, October 19, 2015
- C. **City Bills** **P. 9**
 Regular Purchases\$ 217,025.46
 Weekly Purchases –10/16/15.....\$ 243,376.34
 Weekly Purchases – 10/23/15.....\$ 243,966.13
Total.....\$ 704,367.93

8) PRESENTATIONS AND RECOGNITIONS

- A. **Recreation Department Annual Report**
 Recreation Superintendent, Teri Trudeau, will present the Annual Report for the Recreation Department.

9) INFORMATIONAL ITEMS

- A. **Event Report - Veteran's Day Ceremony** **P. 14**
- B. **Event Report – Marshall Christmas Parade** **P. 15**

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

- A. **P.A. 425 Conditional Land Transfer with Marshall Township – 14998 North Old US 27** **P. 16**
 City Council will hear public comment on the proposed P.A. 425 Conditional Land Transfer Agreement with Marshall Township for 14998 North Old US 27.
- B. **P.A. 425 Conditional Land Transfer with Marshall Township – Udell Property** **P. 25**

Mayor:

Jack Reed

Council Members:

- Ward 1 - Kari Schurig
- Ward 2 - Nick Metzger
- Ward 3 - Brent Williams
- Ward 4 - Michael McNeil
- Ward 5 - Jon Gerten
- At-Large - Kathy Miller



City Council will hear public comment on the proposed P.A. 425 Conditional Land Transfer Agreement with Marshall Township for the portion of the former Udell Sisters property owned by the City.

C. P.A. 425 Conditional Land Transfer with Marshall Township – SpartanNash/Chemical Bank P. 33

City Council will hear public comment on the proposed P.A. 425 Conditional Land Transfer Agreement with Marshall Township for 15975 West Michigan Avenue.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. Resolution to Provide for Notice of Intent to Issue Capital Improvement Bonds, Publication of “Right of Referendum”, and Intent to Reimburse Expenditures from Bond Proceeds P. 42

City Council will consider the recommendation to approve the resolution providing Notice of Intent to Issue Capital Improvement Bonds and Intent to Reimburse Expenditures from Bond Proceeds.

B. Snow Removal for the Marshall Regional Law Enforcement Center P. 48

City Council will consider the recommendation to approve the bid for snow removal services from New Horizon Property Management of Marshall in the amount not to exceed \$15,000 per year for a 2-year contract.

13) APPOINTMENTS / ELECTIONS

A. Marshall Area Farmer’s Market Advisory Board P. 49

City Council will consider the recommendation to approve the appointment of Shannon Aikins to the Marshall Area Farmer’s Market Advisory Board with a term expiring October 20, 2018.

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

November 2, 2015



ADMINISTRATIVE REPORT
November 2, 2015 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Kristin Bauer, Director of Public Services
Michael Hackworth, DPW/Motor Pool Superintendent
Christy Ramey, Purchasing Agent
Tom Tarkiewicz, City Manager

SUBJECT: 2016 Chevrolet Impala Vehicle Purchase

BACKGROUND: The City of Marshall has budgeted \$25,500 for the purchase of a new pool vehicle for Fiscal Year 2015/2016. The MiDeal/ State Bid price for a 2016 Chevy Impala is \$24,829.50 delivered.

RECOMMENDATION: To authorize the budgeted purchase of a 2016 Chevy Impala from Berger Chevrolet of Grand Rapids in the amount of \$24,829.50.

FISCAL EFFECTS: Funds to be dispersed from the Motor Pool Fund, 661-898-970.00, in the amount of \$24,829.50.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Kristin Bauer
Director of Public Services

Michael Hackworth
DPW Superintendent

Christy Ramey
Purchasing Agent

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

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IN A WORK SESSION held Monday, October 19, 2015 at 6:00 P.M. in the Training Room of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order.

Present: Council Members: Gerten, McNeil, Metzger, Mayor Reed, Schurig, and Williams.

Also Present: City Manager Tarkiewicz, Electric Utilities Director Rice, and Public Safety Director Schwartz.

Absent: Council Member Miller.

A. Staff presented and informational report on the electric system and gave an update on the Michigan South Central Power Agency.

The meeting was adjourned at 6:50 p.m.

Jack Reed, Mayor

Trisha Nelson, Clerk

CALL TO ORDER

IN REGULAR SESSION Monday, August 17, 2015 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 Reed.

ROLL CALL

Roll was called:

Present: Council Members: Gerten, McNeil, Metzger, Mayor Reed, and Schurig.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: Council Member Miller and Williams.

Moved Metzger, supported McNeil, to excuse the absence of Council Member Miller and Williams. On a voice vote – MOTION CARRIED.

INVOCATION/PLEDGE OF ALLEGIANCE

Scott Loughrige of Cross Roads Church & Ministries gave the invocation and Mayor Reed led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Metzger, supported Schurig, to approve the agenda with the addition of the Michigan South Central Power Agency invoice in the amount of \$681,280.35. On a voice vote – MOTION CARRIED.

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

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

- A. Schedule a public hearing for Monday, November 2, 2015 to hear public comment regarding a P.A. 425 Conditional Land Transfer with Marshall Township for 14998 North Old US 27;
- B. Schedule a public hearing for Monday, November 2, 2015 to hear public comment regarding a P.A. 425 Conditional Land Transfer with Marshall Township for the Marshall Township portion of the former Udell Sisters property owned by the City;
- C. Schedule a public hearing for Monday, November 2, 2015 to hear public comment regarding a P.A. 425 Conditional Land Transfer with Marshall Township for 15975 West Michigan Avenue, SpartanNash/Chemical Bank Property;
- D. Repeal Traffic Control Order #99 which dedicated a Vehicle for Hire

- Parking Only zone;
- E. Minutes of the City Council Work Session and Regular Session held on Monday, September 21, 2015;
 - F. Approve city bills in the amount of \$ 6,023,783.60.

On a roll call vote – ayes: Gerten, McNeil, Metzger, Mayor Reed, and Schurig; nays: none. **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITION

None.

INFORMATIONAL ITEMS

Chief Schwartz provided an event report for the 2nd Annual Halloween Hustle.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Marshall House Elevators – Architectural/Engineering Design Services:

Moved Schurig, supported Metzger, to approve \$24,000 for the Architectural/Engineering Services for the replacement of two original Marshall House elevators. On a roll call vote – ayes: McNeil, Metzger, Mayor Reed, Schurig, and Gerten; nays: none. **MOTION CARRIED.**

B. 1st Quarter Investment Portfolio Report:

Moved Metzger, supported McNeil, to receive and place on file the 1st Quarter Investment Portfolio Report as presented. On a voice vote - **MOTION CARRIED.**

C. 1st Quarter Financial Report:

Moved Metzger, supported McNeil, to receive and place on file the 1st Quarter Financial Report as presented. On a voice vote - **MOTION CARRIED.**

D. 1st Quarter Cash & Investment Position Report:

Moved Metzger, supported Schurig, to receive and place on file the 1st Quarter Cash & Investment Position Report. On a voice vote – **MOTION CARRIED.**

E. Transformer Purchase for New Brewer Street Substation:

Moved McNeil, supported Gerten, to award the purchase of a 20mva 13/12.47kv transformer to the low bidder of Waukesha/SPX in the amount of \$705,246 with a delivery date of June 1, 2016. On a roll call vote – ayes: Metzger, Mayor Reed, Schurig, Gerten and McNeil; nays: none. **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

A. Airport Board:

Moved Metzger, supported Schurig, to approve the reappointment of Steve Buller to the Airport Board with a term expiring October 1, 2018. On a voice vote – **MOTION CARRIED.**

B. Construction Board of Appeals:

Moved Metzger, supported McNeil, to approve the reappointment of Casey Hall, Ralph Wharry, and Brent Bidwell to the Construction Board of Appeals with terms expiring October 6, 2017. On a voice vote – **MOTION CARRIED.**

C. Marshall Farmer's Market Advisory Board:

Moved Schurig, supported McNeil, to approve the reappointment of Floyd Beneker to the Marshall Farmer's Market Advisory Board with a term expiring October 20, 2018. On a voice vote – **MOTION CARRIED.**

D. Planning Commission:

Moved Metzger, supported McNeil, to approve the reappointment of Tim Banfield, Matt Davis, and Julie Burke-Smith to the Planning Commission with terms expiring November 1, 2018. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 7:53 p.m.

Jack Reed, Mayor

Trisha Nelson, City Clerk

User: ctanner
DB: Marshall

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
151588-1	5 ALARM	SUSPENDERS		72.00
20998	A-1 AUTO GLASS	SPRAY ON BED LINER		425.00
AA-87415	AIM ASPHALT, INC	ASPHALT PATCHING FOR UTILITY CUTS	2016.152	3,148.00
AA-87415-A	AIM ASPHALT, INC	PAVEMENT RESTORATION	2016.149	2,519.40
9044083556	AIRGAS USA LLC	CYL INM 25 % CD/AR 60		144.85
9930879450	AIRGAS USA LLC	CYLINDER RENTALS		96.83
7083	ALL RAILROAD SERVICES	2015/2016 ELECTRIC LINE CLEARANCE - TRE	2016.127	4,374.00
7098	ALL RAILROAD SERVICES	2015/2016 ELECTRIC LINE CLEARANCE - TRE	2016.127	4,374.00
105431	AMERICAN LEGAL PUBLIS	CODE OF ORDINANCES		290.75
Z1-406436PJ	AMERICAN MESSAGING	ACCT #Z1-406436		85.64
BAUER	AMERICAN SOCIETY OF C	KRISTIN BAUER MEMBERSHIP		253.00
13-922648	ARROW UNIFORM	CUST #010198-02		54.25
13-922650	ARROW UNIFORM	CUST #010198-03		143.71
13-914965	ARROW UNIFORM	CUST #010198-03		143.71
13-914963	ARROW UNIFORM	CUST #010198-02		54.25
13-914960	ARROW UNIFORM	CUST #010198-01		27.47
13-914964	ARROW UNIFORM	CUST #010198-04		51.42
13-914967	ARROW UNIFORM	CUST #010198-05		20.00
13-914966	ARROW UNIFORM	CUST #010198-06		31.23
13-922651	ARROW UNIFORM	CUST #010198-06		31.23
13-922649	ARROW UNIFORM	CUST #010198-04		51.42
13-922652	ARROW UNIFORM	CUST #010198-05		20.00
13-922644	ARROW UNIFORM	CUST #010198-01		27.47
225-381712	AUTO VALUE MARSHALL	10W30 DURABLEND		5.89
225-380797	AUTO VALUE MARSHALL	LONG STD HEX SET		9.99
225-380669	AUTO VALUE MARSHALL	PLASTIC WELD		4.89
225-381315	AUTO VALUE MARSHALL	OIL FILTER		5.48
225-381514	AUTO VALUE MARSHALL	5W 30		18.78
225-381497	AUTO VALUE MARSHALL	OIL FILTER, OIL, WIPER BLADE, BK CLN		105.09
225-381436	AUTO VALUE MARSHALL	DYE, LEAKFINDER KIT		80.38
225-380957	AUTO VALUE MARSHALL	CERAMIC PADS, SEMI MET PADS, BRAKE ROTO		355.44
225-380602	AUTO VALUE MARSHALL	MOUNTING KIT,		44.75
225-380955	AUTO VALUE MARSHALL	OIL FILTER		10.51
225-380668	AUTO VALUE MARSHALL	PRIMARY WIRE		109.00
225-380429	AUTO VALUE MARSHALL	WINDOW PROTECT		207.19
16288	BAYBERRY HOUSE INTERI	CHALK PAINT	2015.366	1,255.26
BLU-7148	BLU FISH CONSULTING,	WELCOME SIGN FOR CITY HALL		390.00
97320922	BSN SPORTS	TACHIKARA VBALL, FIELD STRIPING PAINT		294.88
657	BUDGET DRAIN CLEANING	MARSHALL HOUSE SERVICES		190.00
658	BUDGET DRAIN CLEANING	JET OUT ALL ROOF VENTS AT MH		425.00
101415	CARL COMMUNICATIONS	ESTABLISHED DIAL TONE TO COUNCIL CHAMBE		100.00
80717	CARR BROTHERS & SONS	SCREENED TOPSOIL		331.20
3107	CB HALL ELECTRIC COMP	REPAIR RECEPTACLES ON RIVERWALK		150.00
150802-2	CIVIL ENGINEERS INC	RICE CREEK DIVERSION CHANNEL WEIR	2016.098	631.75
10898	COBAN TECHNOLOGIES	MICROPHONES FOR DIGITAL RECORDERS	2016.141	1,250.00
56335	COGITATE INC	MMS STATE TRUNKLINE SUPPORT		155.00
89183	CRT, INC	FINANCE DIRECTOR REPLACEMENT COMPUTER	2016.110	2,367.00
89261	CRT, INC	CLOUD STORAGE MONTHLY BILLING		594.37
89274	CRT, INC	DISPLAY P222VA 21.5 VGA DP, SHELF RACK	2015.190	288.00
89275	CRT, INC	FACILITY MANAGER TABLET	2016.136	1,329.00
89158	CRT, INC	2015-2016 COMPUTER REPLACEMENTS	2016.096	6,605.00
89159	CRT, INC	PRINTER MAINTENANCE KIT		320.00
89184	CRT, INC	MRLEC AND FIRE STATION - INFORMATION T	2015.190	8,341.00
664663006	CRYSTAL FLASH ENERGY	DYED DIESEL FUEL		164.49
131179	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES		256.80
131162	D & D MAINTENANCE SUP	PAPER TOWELS & DISPENSERS		472.98
131147	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES		235.93
902	D HILL ENVIRONMENTAL	EXAM PREP CLASS - CHAD HAZEL		150.00
82525	DADOW POWER EQUIPMENT	TIRES		179.00
82486	DADOW POWER EQUIPMENT	FILLER CAP		19.74
091015	DAMON, DONALD	50 GAL FUEL TRANSFER TANK W/12 VOLT ELE		200.00
474479	DARLING ACE HARDWARE	KEYS		3.98
474755	DARLING ACE HARDWARE	FULLY SYNTHETIC		109.99
474325	DARLING ACE HARDWARE	SPRAY PAINT		13.48
50898	DETROIT SALT COMPANY	ROAD SALT	2016.129	12,304.97
50916	DETROIT SALT COMPANY	ROAD SALT	2016.128	24,690.31
15-9962	DIXON ENGINEERING, IN	WATER TOWER CONSTRUCTION ENGINEERING	2016.151	9,650.00
134880	DLZ	2015 BRIDGE INSPECTIONS	2016.150	4,316.00
INV22971	DORNBOS SIGN INC	GALV U-CHANNEL POSTS, CUT OUT SIGN R/W		174.60
INV22972	DORNBOS SIGN INC	SIGNS		137.00
14046	EMERGENCY VEHICLE SER	SERVICE SPARTAN #44494 CRIMSON #11313		1,120.93
14045	EMERGENCY VEHICLE SER	SERVICE PIERCE #E5468 / A000289		1,924.43
MIMA162572	FASTENAL COMPANY	SUPPLIES		65.94
MIMA162473	FASTENAL COMPANY	PAPER TOWELS		52.59
MIMA162349	FASTENAL COMPANY	G6-CLR OTG VSITORSPC		0.83
MIMA162570	FASTENAL COMPANY	HAMMER BIT & WEDGE ANCHOR		175.43
MIMA162486	FASTENAL COMPANY	SQUARE HEAD BOLT		16.51
MIM162587	FASTENAL COMPANY	WEDGE ANCHOR	9	46.06
MIMA162521	FASTENAL COMPANY	ROTARY HAMMER & WEDGE ANCHOR		483.87

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
2502751505	FIRST ADVANTAGE OCC.	CLINIC COLLECTION 05/31/15		22.00
2502681509	FIRST ADVANTAGE OCC.	DRUG TEST		92.00
2502621507	FIRST ADVANTAGE OCC.	DRUG TEST 07/31/15		46.00
6364	FUG	NAVY SANDWICH HATS WITH WHITE BRIM		132.00
6495	FUG	PINK PLASTIC TOKENS FOR DART		205.27
20150540	GRP ENGINEERING INC	ENGINEERING SERVICES AUGUST 3 -- SEPT 6	2016.031	2,476.59
20150609	GRP ENGINEERING INC	ENGINEERING SERVICES SEPT 7 -- OCT 4	2016.031	1,308.16
937539	GWIN, DARWIN	MOW BROOKS NATURE AREA		225.00
CM04649	HASSELBRING CLARK	CREDIT FOR DUPLICATE BILLING		(150.00)
20896	HERITAGE CLEANERS	DRYCLEANING - REBECCA IVEY		18.50
77336	HERMANS MARSHALL HARD	WEATHERSTRIP		4.29
77335	HERMANS MARSHALL HARD	MURACTIC ACID, SPRAYERS, DRAIN OPENER		111.40
77036	HERMANS MARSHALL HARD	MENDING PLATES, CORNER IRONS, SCREWS		15.11
77034	HERMANS MARSHALL HARD	SPRAY PAINT		6.99
77279	HERMANS MARSHALL HARD	POSTS		25.74
77309	HERMANS MARSHALL HARD	STAPLES, ZIP TIES, CAUTION TAPE, CLAW H		32.56
77350	HERMANS MARSHALL HARD	FUSES		2.79
77276	HERMANS MARSHALL HARD	HAND SOAP, FLAPPERS, SCREEN REPAIRS		125.47
77265	HERMANS MARSHALL HARD	SILICONE SPRAY		11.98
77289	HERMANS MARSHALL HARD	MOUSE POISON, SWITCH		8.28
77274	HERMANS MARSHALL HARD	OIL DRY, BUTT SPLICE		19.68
77277	HERMANS MARSHALL HARD	ROCKITE		8.97
77304	HERMANS MARSHALL HARD	COMPRESSOR, CHUCK, BARBED FITTING, HOSE		166.86
77291	HERMANS MARSHALL HARD	HEAT SHRINK		4.98
36835-IN	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM		395.00
390263	ITRON INC	MVRS SOFTWARE MAINTENANCE 11/01/15--01/		608.39
98736	J & K PLUMBING SUPPLY	SUPPLIES		22.84
98476	J & K PLUMBING SUPPLY	PVC PLUMBING		4.43
S104160079.001	J.O. GALLOUP COMPANY	PIPE FITTINGS		29.70
PC01272317:001	JACKSON TRUCK SERVICE	C-2 LED BEACON SHORT DOME		74.96
PC01272694:001	JACKSON TRUCK SERVICE	LIGHT BAR ASSY TRUCK #114		361.97
093015-COMPOST	JIMMY'S JOHNS	COMPOST CENTER SERVICES		111.25
6113	JS BUXTON	BULK LIME	2016.005	1,007.46
510111	KAR LABORATORIES INC	CYANIDE ANALYSIS		100.00
510114	KAR LABORATORIES INC	MERCURY ANALYSIS		260.00
I1394190	KATOM RESTAURANT SUPP	BUNN COFFEE MAKERS FOR MRLEC BUILDING	2016.113	1,960.07
86197	KRUM PUMP & EQUIPMENT	GORMAN RUPP CHECK VALVE, GSK		247.70
86178	KRUM PUMP & EQUIPMENT	CHLORINE BOOSTER PUMP	2016.132	2,297.42
519957	KUSTOM SIGNALS INCORP	FALCON HAND HELD RADAR REPAIR		221.00
28857	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		223.06
28902	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		112.88
28886	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		240.26
1036622	LEGG LUMBER	PLYWOOD		27.75
1036863	LEGG LUMBER	EXT SCR STAR, TAN		14.98
10837	LEWEY'S SHOE REPAIR	CHAD HAZEL'S BOOT ALLOWANCE		190.00
10927	LOU'S GLOVES INC	GLOVES		172.00
100515	M. C. SMITH ASSOC & A	MARSHALL HOUSE ELEVATOR MODERNIZATION		1,200.00
54	MAGIC MAIDS	CLEAN APTS #321 & #227		200.00
55	MAGIC MAIDS	OCTOBER SERVICES		1,400.00
21390	MARSHALL MEDICAL ASSO	RENAUD, SCOTT, CUMMINS		226.00
15175	MARSHALL TIRE CITY	1 TIRE ON SALT TRUCK		420.30
13990	MARSHALL TIRE CITY	NEW INSTALL 1 TIRE		121.94
S3847539.002	MEDLER ELECTRIC COMPA	FUSE HOLDER		999.90
S3847539.001	MEDLER ELECTRIC COMPA	MIDGET FUSE		148.98
12503	MICHIGAN MUNICIPAL LE	WEBSITE CLASSIFIED AD		78.00
12504	MICHIGAN MUNICIPAL LE	WEBSITE CLASSIFIED AD		64.80
9309	MICHIGAN RESCUE CONCE	RESCUE SLING, VEST, THROW BAG		580.40
1667-A0006807	MICHIGAN STATE UNIVER	BUILDING & STRENGTHENING PUBLIC TRUST -		395.00
A20393	MIRATECH	ENGINE #5- LABOR AND MATERIALS TO BRING	2016.054	55,944.70
77446	MUZZALL GRAPHICS	A/P LASER CHECKS		472.85
E15711	MWEA	WASTEWATER ADMIN CONFERENCE		485.00
529738	NYE UNIFORM COMPANY	CREDIT - PANTS RETURNED		(99.00)
526402	NYE UNIFORM COMPANY	STREETGEAR PANT		93.11
557821	OFFICE 360	APPT BOOK		33.98
554837	OFFICE 360	TONER, PAPER, MARKERS, BNDRS		148.79
557266	OFFICE 360	PROTECTOR SHEETS		9.98
558409	OFFICE 360	DESK PADS, TONER		94.15
558731	OFFICE 360	TONER, CORRECTION TAPE, RUBBERBANDS		110.80
1543	PALM TEES	T-SHIRTS - SOFTBALL & VOLLEYBALL		134.00
1545	PALM TEES	T-SHIRTS - FALL SOFTBALL CHAMPIONS		328.00
5967718	POWER LINE SUPPLY	AMERICAN LIGHTING ROADWAY LIGHTS (150	2016.144	2,316.00
5967717	POWER LINE SUPPLY	ROD GROUND		303.60
5967668	POWER LINE SUPPLY	LINED GLOVES		373.20
5965712	POWER LINE SUPPLY	ATB2 ROADWAY LIGHTS	2016.106	1,544.00
5965711	POWER LINE SUPPLY	INSULATOR PIN		464.40
202495	PVS TECHNOLOGIES, INC	FERRIC CHLORIDE	2016.007	4,537.74
269-781-3559-1015	QLT CLS	ACCT # 269-781-3559		13.20
6902	QUALITY ENGRAVING SER	8 X 8 SIGN FOR FIRE DEPT, ENGRAVING OF		31.00
618563-00	RESCO	GE ERL1 LED LIGHT FIXTURES, SQUARE POLE	2016.021	3,211.50

User: ctanner
 DB: Marshall

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
69112	RICE'S SHOES, INC	TIM SANDER'S BOOT ALLOWANCE		128.80
68129348	SAFETY-KLEEN	PARTS WASHER SOLVENT		183.89
7152228263	SCHINDLER ELEVATOR CO	SERVICE CALL AT MARSHALL HOUSE		2,377.23
104806	SHAFER REDI-MIX INC	LIMESTONE		866.40
8486	SIGNWORLD CONCEPTS	PARKING LOT SIGN		800.00
1045	SMITH'S PAINTING & HO	PAINT UNITS 407 & 419		570.00
270455	SOLOMON CORPORATION	150 KVA THREE PHASE PAD MOUNT TRANSFOR	2016.092	6,575.00
16698	STANDARD PRINTING & O	TOWN CRIER		355.78
16769	STANDARD PRINTING & O	CITY POLICE INCIDENT CARDS		121.98
965340	STANTEC CONSULTING MI	MRLEC BUILDING WATER MODEL REVIEW	2016.133	2,553.00
8036369267	STAPLES ADVANTAGE	JANITORIAL SUPPLIES LESS SALES TAX		231.57
297793	STEENSMA	TORO 8260XE POWER MAX SNOW BLOWER WITH	2016.124	1,709.00
1024	SWIFT FUELS LLC	PREMIUM UNLEADED GASOLINE UL94 FOR BRO	2016.153	7,864.07
SI1414611	TASER INTERNATIONAL	XDPM BATTERY PK		306.61
101415	TED'S APPLIANCE, LLC	GIBSON FREEZER GASKETS, HOTPOINT FRIDGE		194.62
127260-0915	THOMAS NEIDLINGER MD	ACCT #127260 FREY, GARZA		170.00
79990	TROUP ELECTRONICS INC	LABOR TO REPAIR BUSES 10 & 15		989.00
39828152	TRUGREEN	SERVICES AT 614 HOMER & MONTGOMERY		1,146.00
770312	USA BLUEBOOK	AMMONIA TESTS		229.92
P42317	VERMEER OF MICHIGAN,	FIBER SCABBARD		282.19
				217,025.46

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
269781981510-15	A T & T	269 781-9815 267 0		2,711.02
269781907010-15	A T & T	269 781-9070 573 1		62.53
269781444710-15	A T & T	269 781-4447 749 4		214.21
269781901110-15	A T & T	269 789-9011 599 1		57.38
6100458-0915	AD-VISOR & CHRONICLE	ADVERTISER #6100458		804.08
287238047810X01120	AT&T MOBILITY	ACCT #287238047810		40.34
911-GOVAGENCY2015-19712	CALHOUN COUNTY CONS D	2015 4TH QUARTER DISPATCH PAYMENT	2016.125	28,552.10
399468	CLARK CONSTRUCTION CO	OLD FIRE STATION DEMOLITION, CREATE PAR	2016.102	185,494.67
7018274-1015	COURY, JAMES	06/17/15 CAGING FOR TREES AT BROOKS NAT		74.19
10/15/2015	EARTHLINK BUSINESS	ACCT #7018274		827.51
407	EDWARDS, BRYAN & KELL	UB refund for account: 3204580020		77.15
10/15/2015	EVERETT, MAXINE	REFUND SECURITY DEPOSIT/RENT		499.00
10/15/2015	FRISINGER, ROLLA	UB refund for account: 2900770030		43.43
10/15/2015	GWILLIM, JEFFREY	UB refund for account: 1900850035		37.83
227	HANDY, ROBERT E	REFUND SECURITY DEPOSIT/RENT		331.00
10/15/2015	HOLDRIDGE, DIANA	UB refund for account: 901740031		61.26
10/15/2015	HOMANN, HELMUT	UB refund for account: 2707480004		77.78
10/15/2015	KARABA, JOSHUA	UB refund for account: 1600200025		28.67
10/15/2015	LEWIS, TIMOTHY	UB refund for account: 3204980030		38.03
62130231059095-101	LOWES BUSINESS ACCOUN	ACCT #821 3023 105909 5		2,100.57
106	MATHENY, DICKIE	REFUND PET DEPOSIT		94.00
10/15/2015	MAURER, LAURI	UB refund for account: 2601960011		134.61
101215	MILLER, JUSTIN	CASH ADVANCE FOR HAUNTED TRAIL		400.00
100715	MOORE, GARRETT	BOOT ALLOWANCE		142.16
790004405582930710	NEOFUNDS BY NEOPOST	ACCT #7900 0440 5582 9307		3,000.00
10/15/2015	PATERRA, ANNE	UB refund for account: 401760003		4.30
1	REVITALIZE LLC	MEDC ADMINISTRATION FEES FOR RENOVATION	2016.138	7,060.00
100915	RICE, EDWARD	TRAVEL EXPENSE REIMBURSEMENT		113.28
100915	ROCKEY, DUANE & JOANN	ENERGY OPTIMIZATION - FURNACE		165.00
10/15/2015	SLEPPY, CALEB & MEGAN	UB refund for account: 2901480021		0.58
288102817	U.S. BANK EQUIPMENT F	COPIER CONTRACT		58.56
9753250689	VERIZON WIRELESS	ACCT #987146080-00001		782.90
42618999	WEX BANK	CITGO ACCT #0470-00-462076-1		7,562.09
10/15/2015	WIESCHOWSKI, DONALD &	UB refund for account: 2200770004		157.46
10/15/2015	WITHERSPOON, WALTER	UB refund for account: 2201900003		45.65
13934621-0915	WOW! BUSINESS	ACCT #013934621		33.30
10058364-0915	WOW! BUSINESS	ACCT #010058364		32.97
14226414-0915	WOW! BUSINESS	ACCT #014226414		96.89
10040764-1015	WOW! INTERNET-CABLE-P	ACCT #010040764		1,359.84
				243,376.34

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
102215	BEARDSLEE LAW OFFICES	SERVICES THRU 10/22/15		1,129.25
19725	CLARK CONSTRUCTION CO	CONSTRUCTION MANAGER SERVICES-POLICE DE	2014.152	227,274.07
102015	CLOSS, JEAN	ENERGY OPTIMIZATION - FURNACE		165.00
204296601368	CONSUMERS ENERGY	1030 1852 1130		12.50
601008595562	CONSUMERS ENERGY	1030 1852 0884		191.07
10/22/2015	DRAKE, ROARY	UB refund for account: 100680008		88.62
102015	FREDS, MATT	SCHOOL LUNCH		14.23
1290089	GRIFFIN PEST SOLUTION	2015 PEST CONTROL FOR PUBLIC SERVICES B	2015.237	46.00
091715	HUB INTERNATIONAL MID	VARIOUS ENDORSEMENTS	2015.152	5,434.00
10/22/2015	IEI- TIDEWATER	UB refund for account: 1600340006		31.23
99007320387-1015	LOWE'S	ACCT #9900 732038 7		1,139.54
6996-1015	MARSHALL COMMUNITY CU	6996 - BAUER		560.75
3225-1015	MARSHALL COMMUNITY CU	3225 - RAMEY		1,220.01
4868-1015	MARSHALL COMMUNITY CU	4868 - RICE		1,437.20
1773-1015	MARSHALL COMMUNITY CU	1773 - MCCOMB		620.39
4562-1015	MARSHALL COMMUNITY CU	4562 - DEAN		116.39
7681-1015	MARSHALL COMMUNITY CU	7681 - TARKIEWICZ		552.69
100415	MESERVEY, LYNNE	FARMERS MARKET EXPENSE REIMBURSEMENT		309.09
10/23/2015	MILLER, KRIS	UB refund for account: 1000400015		54.73
6447	PRECISION LAWN CARE	MOW & TRIM		600.00
762	QUALITY LAWN CARE	LAWN CARE AT STATE FARM BUILDING		920.00
101515	RISSI, JAMES & ELIZAB	ENERGY OPTIMIZATION - FURNACE A/C, REFR		480.00
102115	SUNDBERG, KIP	SCHOOL LUNCH		14.23
8948000000151008	TELNET WORLDWIDE	ACCT #CORP-008948		1,540.91
102115	ZEBOLSKY, JOEL	SCHOOL LUNCH		14.23
				243,966.13

EVENT REPORT

EVENT: Veterans Day

EVENT LOCATION: Memorial Wall
Michigan at Kalamazoo

SPONSOR: Marshall VFW

EVENT DATE: Wednesday, November 11, 2015

EVENT TIMEFRAME: 10:30a – 11:45a

MDOT PERMIT REQUIRED: No

MDOT PERMIT GRANTED: NA

ROAD CLOSURE DETAIL: Park Street between Michigan and Mansion

ROAD CLOSURE TIMEFRAME: 10:30a – 11:45a

EVENT CLOSURE DETAIL: Closure will be used for passenger loading, pedestrian safety, overflow participant standing.

DETOUR DETAIL: No posted detours.

EVENT DETAIL: The annual Veterans Day Memorial celebration held at the Fountain Circle area. This event is sponsored by the Marshall VFW. The event consists of placing of wreaths and presentations by various speakers.

PARKING PROHIBITION: Park Street for non-event personnel.

COUNCIL NOTIFICATION DATE: November 2, 2015

EVENT REPORT

EVENT: Marshall Christmas Parade

EVENT LOCATION: Downtown Marshall

SPONSOR: Marshall Area Churches

EVENT DATE: Monday, November 30, 2015

EVENT TIMEFRAME: 7:00pm – 8:30pm

MDOT PERMIT REQUIRED: Yes

MDOT PERMIT GRANTED: Yes

ROAD CLOSURE DETAIL: Michigan Avenue between West Drive and Gordon Street

ROAD CLOSURE TIMEFRAME: 6:00pm – 8:30pm

EVENT CLOSURE DETAIL: Michigan Avenue will be barricaded off and closed between West Drive and Kalamazoo Avenue between 6:00pm and 7:00pm. Michigan Avenue will then be barricaded and closed off between West Drive and Gordon Street until the parade ends at approximately 8:30pm.

DETOUR DETAIL: Westbound traffic will be detoured onto Gordon Street and then westbound onto Mansion Street. They will continue westbound from Mansion Street to Verona Road. They will then be directed southbound to Michigan Avenue. Eastbound traffic will be detoured onto West Drive southbound onto Hanover Street. Traffic will then turn east onto Hanover Street to Kalamazoo Avenue. Traffic will then be detoured north to Green Street where they will turn eastbound onto Green Street to Gordon Street. Traffic will then turn north onto Gordon Street ending at Michigan Ave.

EVENT DETAIL: Participants on Michigan Avenue between Kalamazoo Avenue and West Drive for staging. At 7:00pm the parade will start and move eastbound down Michigan Avenue to Exchange Street. The parade will turn south onto Exchange Street and end on Green Street.

PARKING PROHIBITION: On Green Street and Mansion Street in the detour routes.

COUNCIL NOTIFICATION DATE: November 2, 2015



**ADMINISTRATIVE REPORT
NOVEMBER 2, 2015 - CITY COUNCIL MEETING**

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: P.A. 425 Conditional Land Transfer with Marshall Township – 14998 North Old US 27

BACKGROUND: The City and Marshall Township have received a request from The J Group, LLC 14998 North Old US 27 to enter into a Public Act 425 Conditional Land Transfer. A PA 425 agreement brings a property into the City to receive City services but gives a portion of the new taxes collected to the Township.

In 2006, the City and Marshall Township entered into a Master PA 425 Conditional Land Transfer Agreement. Last year, the Master Agreement was extended to 2026.

PA 425 requires the adoption of a resolution and a public hearing by both governmental bodies. The proposed resolution and contract are attached.

RECOMMENDATION: It is recommended after hearing public comments that Council approve the P.A. 425 Land Transfer for 14998 North Old US 27.

FISCAL EFFECTS: The property will be taxed at the City rate and 3 mills will be given to Marshall Township.

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

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

The J Group, LLC
19584 13 Mile Road
Battle Creek, MI 49014

October 8th, 2015

Mr. Tom Tarkiewicz
City Manager
City of Marshall
323 W. Michigan Ave
Marshall, MI 49068

Ms. Sue George
Zoning Administrator
Marshall Township
13551 Myron Avery Dr.
Marshall, MI 49068

Mr. Tarkiewicz and Ms. George,

The J Group, LLC owns property with parcel ID 16-131-009-06 currently under the jurisdiction of Marshall Township. This property is located at 14998 Old US 27 North, Marshall, MI, 49068. Adjacent to this property on 2 sides is property in the City of Marshall jurisdiction.

The J Group respectfully requests parcel ID 16-131-009-06 be transferred to the City of Marshall via PA 425. The reason for transfer is The J Group would like to have city utilities at this property.

Thank you,



Marguerite K. Davenport
Member



Howard S. Johnson
Member

pic2



04/17/2015

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2015 -**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT
FOR CONDITIONAL TRANSFER OF PROPERTY**

WHEREAS, The J Group, LLC, owner of property commonly known as 14998 Old US 27 North, have petitioned the City of Marshall and Marshall Township for a Conditional Transfer of their property from Marshall Township into the City of Marshall; and

WHEREAS, on February 25, 2006 the City of Marshall entered into a Master 425 Agreement with the Township of Marshall; and

WHEREAS, on September 15, 2014 the City of Marshall extended this Master 425 Agreement with the Township of Marshall until 2026; and

WHEREAS, the Master 425 Agreement facilitates the provision of City services, including municipal sewer, water, police and fire protection to properties currently within Marshall Township according to terms acceptable to both the Township of Marshall and the City of Marshall,

NOW THEREFORE, BE IT RESOLVED, that the City Manager and the City Clerk are authorized to execute a Contract for Conditional Transfer of Property commonly known at 14998 Old US 27 North from the Township of Marshall to the City of Marshall.

IT IS FURTHER RESOLVED, that the Contract for Conditional Transfer shall be in the form of the attached document, subject to changes in form approved by the City Attorney.

As City Clerk I place my seal and sign my name that this is a true and accurate copy of the action taken by the Marshall City Council on November 2, 2015.

Trisha Nelson, City Clerk
CITY OF MARSHALL

Dated: _____

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

This Agreement made on the _____ day of November, 2015, 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 February 25, 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, The J Group, LLC, the owner of the property described on Schedule 1 attached hereto (“Property”) have requested that the City provide 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 December 31, 2015.
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 2016 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 2015.

The City and Township further agree that commencing in the year 2016 and continuing through the fiftieth (50th) full calendar year thereafter, 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 3 mills 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:

Tom Tarkiewicz, City Manager

By:

Trisha Nelson, City Clerk

WITNESSES:

MARSHALL TOWNSHIP

By:

Eugene Hamaker, Supervisor

By:

Cynthia Sink, Clerk

Prepared by:
Paul K. Beardslee
Marshall City Attorney
206 S. Kalamazoo Ave.
Marshall, Michigan 49068
(269) 781-5193

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Eugene Hamaker, Township Supervisor and Cynthia Sink, Township Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI
My commission expires

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Tom Tarkiewicz, City Manager and Trisha Nelson, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission

Schedule 1

Legal Description of Property

A PARCEL OF LAND LOCATED IN SECTION 13 AND 24, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS:

Beginning at the Southwest corner of said Section 13; thence N00°20'00"W, along the West line of said Section 13, a distance of 256.02 feet; thence S88°41'35"E, parallel with the South line of said Section 13 a distance of 1240.02 feet to the Southwesterly right-of-way of Highway I-94; thence S49°32'00"E, along said highway right-of-way, a distance of 108.46 feet to the East line of the West ½ of the Southwest ¼ of said Section 13; thence S00°12'18"E, along said East line, 187.49 feet to said South Section line; thence S00°09'43"E, along the East line of the West ½ of the Northwest ¼ of said Section 24, a distance of 126.01 feet; thence N88°41'35"W, parallel with the North line of said Section 24, a distance of 1322.30 feet to the West line of said Section 24; thence N00°05'49"E, along said west line of Section 24, a distance of 126.00 feet to the place of beginning, containing 11.53 acres of land more or less.



**ADMINISTRATIVE REPORT
NOVEMBER 2, 2015 - CITY COUNCIL MEETING**

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: P.A. 425 Conditional Land Transfer with Marshall Township – City Property

BACKGROUND: In 2011, the City/LDFA purchased the Udell Sisters property. The property straddles the Fredonia & Marshall Township lines. In 2014, the City annexed the Fredonia Township portion into the City. The LDFA would like to place the entire property into the LDFA, which will require a PA 425 Conditional Land Transfer agreement with Marshall Township. The agreement brings a property into the City to receive City services but gives a portion of the new taxes collected to the Township.

In 2006, the City and Marshall Township entered into a Master PA 425 Conditional Land Transfer Agreement. Last year, the Master Agreement was extended to 2026.

PA 425 requires the adoption of a resolution and a public hearing by both governmental bodies. The proposed resolution and contract are attached.

RECOMMENDATION: It is recommended after hearing public comments that Council approve the P.A. 425 Land Transfer for the Marshall Township portion of the former Udell Sisters property owned by the City.

FISCAL EFFECTS: The property will be taxed at the City rate and four mills will be given to Marshall Township.

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

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

pic3



04/15/2015

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2015 -**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT
FOR CONDITIONAL TRANSFER OF PROPERTY**

WHEREAS, the City of Marshall, owner of property commonly known as the Udell Sisters property south of the Brooks Airport, has requested a Conditional Transfer of their property from Marshall Township into the City of Marshall; and

WHEREAS, on February 25, 2006 the City of Marshall entered into a Master 425 Agreement with the Township of Marshall; and

WHEREAS, on September 15, 2014 the City of Marshall extended this Master 425 Agreement with the Township of Marshall until 2026; and

WHEREAS, the Master 425 Agreement facilitates the provision of City services, including municipal sewer, water, police and fire protection to properties currently within Marshall Township according to terms acceptable to both the Township of Marshall and the City of Marshall,

NOW THEREFORE, BE IT RESOLVED, that the City Manager and the City Clerk are authorized to execute a Contract for Conditional Transfer of Property commonly known as the Udell Sisters property south of the Brooks Airport from the Township of Marshall to the City of Marshall.

IT IS FURTHER RESOLVED, that the Contract for Conditional Transfer shall be in the form of the attached document, subject to changes in form approved by the City Attorney.

As City Clerk I place my seal and sign my name that this is a true and accurate copy of the action taken by the Marshall City Council on November 2, 2015.

Trisha Nelson, City Clerk
CITY OF MARSHALL

Dated: _____

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

This Agreement made on the ____ day of November, 2015, 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 February 25, 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, the City of Marshall is the owner of the property described on Schedule 1 attached hereto (“Property”) have requested that the City provide 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 December 31, 2015.
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 2016 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 2015.

The City and Township further agree that commencing in the year 2016 and continuing through the fiftieth (50th) full calendar year thereafter, 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 4 (four) mills 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:

Tom Tarkiewicz, City Manager

By:

Trisha Nelson, City Clerk

WITNESSES:

MARSHALL TOWNSHIP

By:

Eugene Hamaker, Supervisor

By:

Cynthia Sink, Clerk

Prepared by:
Paul K. Beardslee
Marshall City Attorney
206 S. Kalamazoo Ave.
Marshall, Michigan 49068
(269) 781-5193

Schedule 1

Legal Description of Property

TAX ROLL NUMBER: 13-16-360-003-00

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section Number 36, in Town Number 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan. Except beginning in the Northwest corner thereof, East 1320 feet then South 280 feet Northwesterly to a point 80 feet South of the place of beginning, North 80 feet to place of beginning.



**ADMINISTRATIVE REPORT
NOVEMBER 2, 2015 - CITY COUNCIL MEETING**

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Public Hearing for a P.A. 425 Conditional Land Transfer with Marshall Township – SpartanNash/Chemical Bank

BACKGROUND: The City and Marshall Township have received a request from SpartanNash/Chemical Bank at 15975 West Michigan Avenue at the northwest corner of West Michigan Avenue and West Drive to enter into a Public Act 425 Conditional Land Transfer. A PA 425 agreement brings a property into the City to receive City services but gives a portion of the new taxes collected to the Township.

In 2006, the City and Marshall Township entered into a Master PA 425 Conditional Land Transfer Agreement. Last year, the Master Agreement was extended to 2026.

PA 425 requires the adoption of a resolution and a public hearing by both governmental bodies. The proposed resolution and contract are attached.

RECOMMENDATION: It is recommended after hearing public comments that Council approve the P.A. 425 Land Transfer for 15975 West Michigan Avenue.

FISCAL EFFECTS: The property will be taxed at the City rate and 3 mills will be given to Marshall Township.

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

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com



9 October, 2015

Natalie Dean
Assistant City Manager
City of Marshall
Marshall, MI 49068

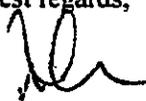
RE: 425 Agreement -- 15975 West Michigan Ave

Dear Natalie,

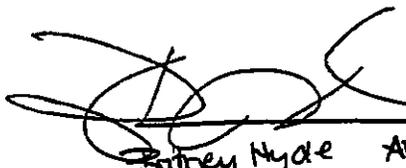
As a part of our submission for site plan approval on the aforementioned site, we would request the site be included in the 425 Agreement between the City and Marshall Township.

Please advise as to any further actions which should be taken.

Best regards,



Matt Wickstra, Director
SpartanNash

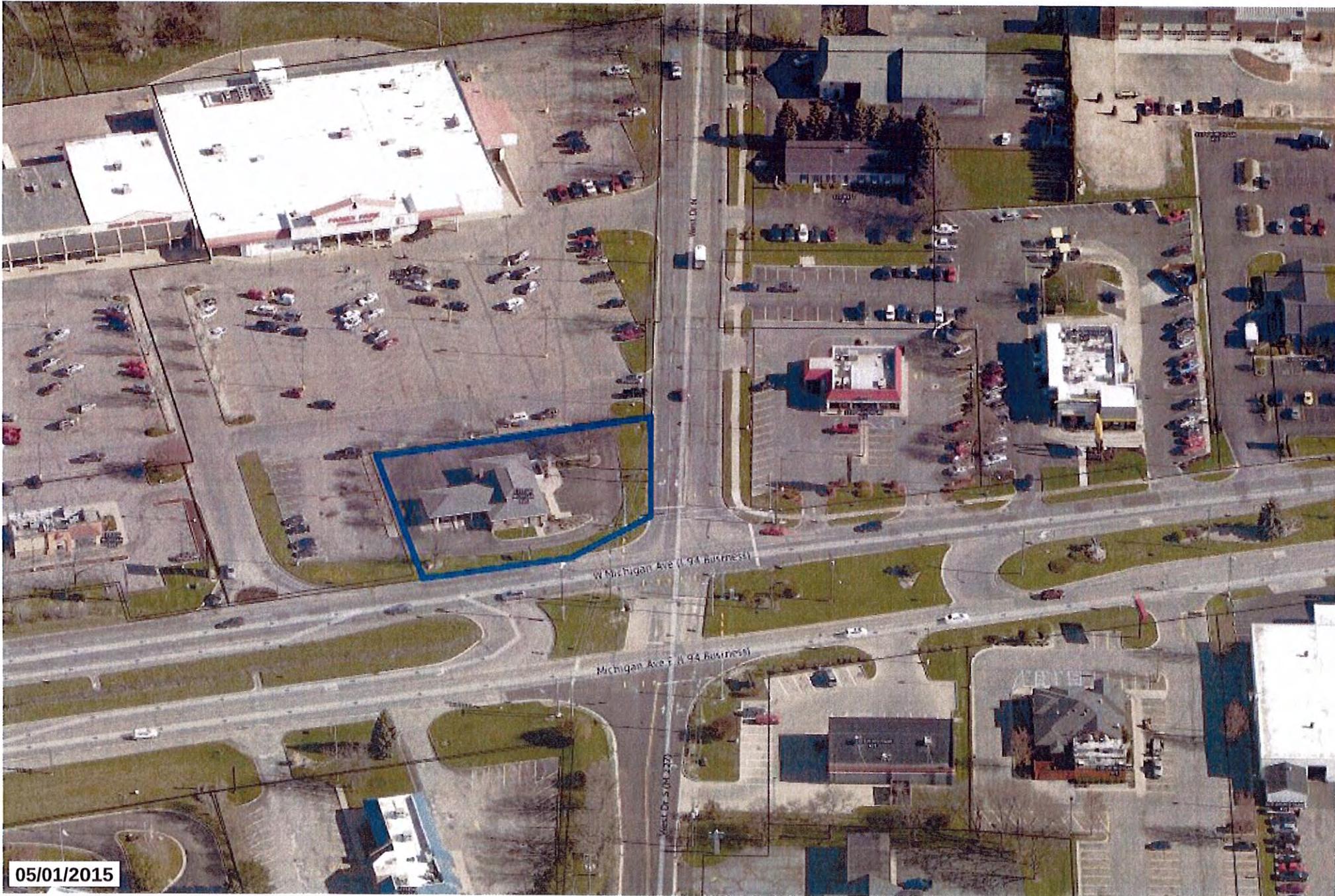


Britney Hyde AVP Land Acq/pty Mgr
Chemical Bank

Cc: Marshall Township Offices
Attn: Sue George
13551 Myron Avery Drive
Marshall, MI 49068

Paradigm Design, Attn: Brian Sinnott

pic1



05/01/2015

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2015 –**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT
FOR CONDITIONAL TRANSFER OF PROPERTY**

WHEREAS, SpartanNash/Chemical Bank, owner of property commonly known as 15975 West Michigan Avenue, have petitioned the City of Marshall and Marshall Township for a Conditional Transfer of their property from Marshall Township into the City of Marshall; and

WHEREAS, on February 25, 2006 the City of Marshall entered into a Master 425 Agreement with the Township of Marshall; and

WHEREAS, on September 15, 2014 the City of Marshall extended this Master 425 Agreement with the Township of Marshall until 2026; and

WHEREAS, the Master 425 Agreement facilitates the provision of City services, including municipal sewer, water, police and fire protection to properties currently within Marshall Township according to terms acceptable to both the Township of Marshall and the City of Marshall,

NOW THEREFORE, BE IT RESOLVED, that the City Manager and the City Clerk are authorized to execute a Contract for Conditional Transfer of Property commonly known at 15975 West Michigan Avenue from the Township of Marshall to the City of Marshall.

IT IS FURTHER RESOLVED, that the Contract for Conditional Transfer shall be in the form of the attached document, subject to changes in form approved by the City Attorney.

As City Clerk I place my seal and sign my name that this is a true and accurate copy of the action taken by the Marshall City Council on November 2, 2015.

Trisha Nelson, City Clerk
CITY OF MARSHALL

Dated: _____

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

This Agreement made on the ____ day of November, 2015, 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 February 25, 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, SpartanNash/Chemical Bank, the owner of the property described on Schedule 1 attached hereto (“Property”) have requested that the City provide 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 December 31, 2015.
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 2016 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 2015.

The City and Township further agree that commencing in the year 2016 and continuing through the fiftieth (50th) full calendar year thereafter, 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 3 mills 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:

Tom Tarkiewicz, City Manager

By:

Trisha Nelson, City Clerk

WITNESSES:

MARSHALL TOWNSHIP

By:

Eugene Hamaker, Supervisor

By:

Cynthia Sink, Clerk

Prepared by:
Paul K. Beardslee
Marshall City Attorney
206 S. Kalamazoo Ave.
Marshall, Michigan 49068
(269) 781-5193

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Eugene Hamaker, Township Supervisor and Cynthia Sink, Township Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI
My commission expires

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Tom Tarkiewicz, City Manager and Trisha Nelson, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission

Schedule 1

Legal Description of Property

SITUATED IN THE TOWNSHIP OF MARSHALL, COUNTY OF CALHOUN, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PART OF THE NE 1/4 OF SECTION 27, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 27, THENCE N 89 40'25" W ALONG THE N LINE OF SECTION 27 A DISTANCE OF 70.04 FT. TO THE INTERSECTION OF SAID N LINE OF SECTION 27 WITH THE W LINE OF WEST DR.; THENCE S 01 41'50" E A DISTANCE OF 1,196.00 FT.; THENCE S 88 18'10" W 5.00 FEET; THENCE S 01 41'50" E 121.41 FEET TO THE POB; THENCE CONTINUING S 01 41'50" E 118.59 FEET; THENCE S 46 02'00" W 71.98 FEET; THENCE S 74 49'36" W ALONG THE N'LY ROW LINE OF MICHIGAN AVE. (B.L. I-94) 99.28 FEET; THENCE N 15 10'24" W 150.00 FEET; THENCE N 74 49'36" E 190.00 FEET TO THE POB.



ADMINISTRATIVE REPORT
November 2, 2015 – City Council Meeting

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution to Provide for Notice of Intent to Issue Capital Improvement Bonds, Publication of "Right of Referendum", and Intent to Reimburse Expenditures from Bond Proceeds.

BACKGROUND: The City of Marshall has developed a plan to construct a new electric distribution substation north of the City and expects to fund expenditures for the substation with the proceeds of General Obligation Debt issued by the City. Principal and interest on the bonds will be paid from Electric Fund revenues.

The Notice of Intent to Issue bonds also requires the City Clerk to publish a notice in the Ad-Visor informing electors their "Right of Referendum" by petition.

The Internal Revenue Service has issued Treasury Regulation § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended, governing proceeds of debt used for reimbursement, pursuant to which the City must declare official intent to reimburse expenditures with proceeds of such debt before making the expenditures.

Once a preliminary construction schedule is complete, the Finance Department will bring to City Council a resolution authorizing the actual bond amount and authorization to sell the bonds.

RECOMMENDATION: To approve the Resolution providing Notice of Intent to Issue Capital Improvement Bonds and Intent to Reimburse Expenditures from Bond Proceeds.

FISCAL EFFECTS: None.

ALTERNATIVES: As suggested by 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

**City of Marshall
County of Calhoun, State of Michigan**

**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS**

A RESOLUTION TO PROVIDE FOR:

- Publication of a Notice of Intent to Issue Bonds and Right of Referendum for up to \$4,000,000 of bonds to construct a new electric distribution substation.
- When the Notice is published in *The Marshall Advisor/Chronicle*, voters will have a 45-day referendum period during which they could petition for referendum.
- Statement of Intent to reimburse expenditures from bond proceeds required by Internal Revenue Code for tax-exempt debt.

PREAMBLE

WHEREAS, the City of Marshall, County of Calhoun, State of Michigan (the “City”) determines it to be necessary for the public health, safety and welfare of the City and its residents to construct a new electric distribution substation in the I-94/Brewer St. area, together with any appurtenances and attachments thereto and any related easement or site acquisition or site improvements (the “Capital Improvements”); and

WHEREAS, under the provisions of Section 517 of Act No. 34, Public Acts of Michigan, 2001, as amended (“Act 34”) a City may issue municipal securities to pay the cost of any capital improvement items within the limitations provided by law; and

WHEREAS, the issuance by the City of bonds under Section 517 of Act 34 in an amount not to exceed Four Million Dollars (\$4,000,000) (the “Bonds”) for the purpose of financing costs of acquisition and construction of the Capital Improvements appears to be the most practical means to that end; and

WHEREAS, the City intends to pay the principal of and interest on the Bonds from electric system revenues; and

WHEREAS, Act 34 requires that the aggregate outstanding balance of municipal securities issued under Section 517 of Act 34 by a City shall not exceed 5% of the state equalized valuation of the property assessed in that City, and after the issuance of the Bonds the outstanding balance of all municipal securities issued under Section 517 of Act 34 by the City will not exceed this limit; and

WHEREAS, a notice of intent to issue the Bonds must be published in order to comply with the requirements of Section 517 of Act 34 and Section 5(g) of the Home Rule Cities Act, Act 279, Public Acts of Michigan, 1909, as amended; and

WHEREAS, the Internal Revenue Service has issued Treasury Regulation § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended, governing proceeds of debt used for

reimbursement, pursuant to which the City must declare official intent to reimburse expenditures with proceeds of such debt before making the expenditures.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in *The Marshall Advisor/Chronicle*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a one-quarter (1/4) page display advertisement as required by Section 517 of Act 34, and shall be in substantially the following form:

NOTICE TO ELECTORS AND TAXPAYERS
OF THE CITY OF MARSHALL
OF INTENT TO ISSUE BONDS SECURED BY THE
TAXING POWER OF THE CITY AND RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City Council of the City of Marshall, County of Calhoun, State of Michigan, intends to issue and sell general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in the maximum aggregate principal amount not to exceed Four Million Dollars (\$4,000,000) for the purposes of paying costs to construct a new electric distribution substation, together with any appurtenances and attachments thereto and any related easement or site acquisition or site improvements. The bonds may be issued in one or more series and may be combined with bonds issued for other purposes as shall be determined by the City Council. The bonds will mature in annual installments not to exceed the maximum permitted by law, with interest on the unpaid balance from time to time remaining outstanding on said bonds to be payable at rates to be determined at sale of the bonds but in no event to exceed such rates as may be permitted by law. Bond proceeds may be used for capitalized interest to the extent permitted by law.

SOURCE OF PAYMENT OF BONDS

The City intends to pay the principal of and interest on the bonds from the electric system revenues. A schedule of electric rates, fees and charges can be obtained at www.cityofmarshall.com. The rates, fees and charges may from time to time be revised to provide sufficient system revenues to provide for the expenses of operating and maintaining the system, to pay the principal of and interest on the bonds, and to pay other obligations of the system.

In case of the insufficiency of these revenues, the principal of and interest on the bonds shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within existing charter, statutory and constitutional limitations.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A VALID PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. If such petition is filed, the bonds may not be issued without an approving vote of a majority of the qualified electors of the City voting thereon.

THIS NOTICE is given pursuant to the requirements of Section 517 of Act 34, Public Acts of Michigan, 2001, as amended, and Section 5(g), Act 279, Public Acts of Michigan, 1909, as amended. Further information concerning the matters set out in this notice may be secured from the City Clerk's office.

Trisha Nelson
City Clerk, City of Marshall

3. The City Council does hereby determine that the foregoing form of notice of intent to issue the Bonds, and the manner of publication directed, is adequate notice to the electors of the City and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the source of payment of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto. The City Council does hereby determine that the newspaper named for publication will reach the largest number of persons to whom the notice is directed.

4. The City may incur expenditures for the Capital Improvements prior to receipt of proceeds of the Bonds, and may advance moneys for that purpose from the general fund or funds of the City's electric system, to be reimbursed from proceeds of the Bonds when available. The Finance Director shall keep a specific record of all such expenditures.

5. The City hereby makes the following declaration of intent for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(1) The City reasonably expects to reimburse itself for the expenditures described in (2) below with proceeds of debt to be incurred by the City.

(2) The expenditures described in this paragraph (2) are to pay certain costs associated with the Capital Improvements which were or will be paid subsequent to sixty (60) days prior to the date hereof or which will be paid prior to the issuance of the debt from the general fund or capital funds of the City or the City's electric system.

(3) As of the date hereof, the maximum principal amount of debt expected to be issued for reimbursement purposes, including reimbursement of debt issuance costs, is \$4,000,000 which debt may be issued in one or more series and/or together with debt for other purposes.

(4) A reimbursement allocation of the expenditures described in paragraph (2) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Capital Improvements are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Capital Improvements to reimburse the City for a capital expenditure made pursuant to this Resolution.

(5) The expenditures for the Capital Improvements are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).

(6) No proceeds of the borrowing paid to the City in reimbursement pursuant to this Resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in paragraph (4) above.

6. The Finance Director is hereby authorized to retain a municipal financial advisor to advise the City on the marketing and sale of the Bonds.

7. The City hereby requests Miller, Canfield, Paddock and Stone, P.L.C. to continue as bond counsel to the City for the Bonds. The City Council acknowledges that Miller, Canfield, Paddock and Stone, P.L.C., represents many municipal bond underwriters, banks, and financial institutions in connection with matters unrelated to issuance of the Bonds by the City.

8. The officers, administrators, agents and attorneys of the City are authorized and directed to take all other actions necessary and convenient to facilitate sale of the Bonds.

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

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Marshall, County of Calhoun, State of Michigan, at a Regular meeting held on _____, 2015 at 7:00 o'clock p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____
_____ and that the following Members were absent:
_____.

I further certify that Member _____ moved for adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution:
_____ and that the following Members voted against adoption of said resolution: _____.

City Clerk



ADMINISTRATIVE REPORT
November 2, 2015 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Kristin Bauer, Director of Public Services
Christy Ramey, Purchasing Agent
Tom Tarkiewicz, City Manager

SUBJECT: Snow Removal for the Marshall Regional Law Enforcement Center (MRLEC)

BACKGROUND: Per the lease agreement with Calhoun County and the State of Michigan, the City of Marshall is responsible for providing snow removal services to the MRLEC building. Staff solicited formal bids for the snow removal services and the following bids were received:

New Horizon Property Management
Marshall

\$305 per application of ice control
\$344 per snow removal
\$315/hour to haul snow off-site. (If necessary in extreme situations only.)

Marshall Cutting Edge
Battle Creek

\$550 per application of ice control
\$1180 per snow removal
\$280/hour to haul snow off-site. (If necessary in extreme situations only.)

RECOMMENDATION: It is recommended City Council approve the bid for snow removal services from New Horizon Property Management of Marshall in the amount not to exceed \$15,000 per year for a 2-year contract.

FISCAL EFFECTS: To appropriate an amount not to exceed \$15,000 for the first year with the option to renew the contract for an additional one or two years if mutually agreed upon. Funds will be dispersed from the MRLEC Contracted Maintenance-Plowing budget line item 207-305-802.01.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,


Kristin Bauer
Director of Public Services


Christy Ramey
Purchasing Agent


Tom Tarkiewicz
City Manager

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

CITY OF MARSHALL BOARDS & COMMISSIONS APPLICATION

Your interest and willingness to serve the City of Marshall is appreciated. The purpose of this application is to provide the Mayor and Council with basic reference data and information pertaining to residents being considered for appointment to a City board or commission. The information supplied on this form will be available for the Mayor and Council and may be used for their deliberation concerning such appointments.

Date 9-24-15

Please type or print -

Name Shannon L Atkins

Address 521 Schuyler St

Home Phone 269-781-4716 Work Phone 517-629-0232

Fax Number n/a E-Mail Address allatkins@att.net

How long have you lived in the City of Marshall? 35 years

Education Hdiploma Primary Personal Interest A wonderful life!

Please feel free to attach, for example, a resume, brief bio, hobbies, former committee work, etc.



Please indicate your choice(s) -

If you are interested in more than one, designate first choice (1), second choice (2), etc. (Please see reverse for information regarding each board and commission).

- | | |
|--|--|
| <input type="checkbox"/> Airport Board (3 yrs) | <input type="checkbox"/> Parks & Rec Advisory Board (3 yrs) |
| <input type="checkbox"/> Board of Review (2 yrs) | <input type="checkbox"/> Planning Commission (4 yrs) |
| <input type="checkbox"/> District Library Board (3 yrs) | <input type="checkbox"/> Sister City Committee (3 yrs) |
| <input type="checkbox"/> Downtown Development Authority (4 yrs) | <input type="checkbox"/> Zoning Board of Appeals (3 yrs) |
| <input type="checkbox"/> Local Development Finance Authority (3 yrs) | <input checked="" type="checkbox"/> Marshall Area Farmer's Market Advisory Board |

September 24, 2015

Please consider this letter as my official application to fill one of the openings on the Marshall Area Farmer's Market Advisory Board.

I have participated as a vendor at the farmer's market in Marshall for approximately 10 years and am passionate about the importance of the continuation and growth (not just in size, but also in variety, quality, and atmosphere) of the market in Marshall.

I will be the first to admit that I was skeptical of the changes that were proposed for the market this year in terms of the location change and the number and types of vendors that were being considered, but the current Marshall Area Farmer's Market Advisory Board has been outstanding with their transparency in regard to the plan to grow the market. Their vision of establishing a long-range plan in assisting the market in becoming an integral part of Marshall; from providing high-quality fresh and local produce and products to the citizens of Marshall and surrounding areas, to becoming a tourism "bonus attraction," as well as a very family-oriented fun and entertaining weekly event, is one that I would love to become personally involved with, as I love living in and being enmeshed with the city of Marshall. I will be the first to step up and admit when I am wrong, and I surely was in being worried about how the proposed changes would impact the market.

I have lived in Marshall approximately 35 years and my background in volunteering and working to spread the good word about the quality of life in Marshall is a solid one. I was a regular volunteer in the Marshall Public Schools throughout my son's education (pre-school through high school), from field trips and camps and classroom events to plays and concerts and banquets, I understand the importance of being involved and the value in giving back to your community. I have worked for the Marshall Historical Society for many years as a tour guide, sharing with both local and out of town and state visitors the charm and hospitality of Marshall, and currently coordinate their "Education Day" program, held each May in conjunction with Michigan Week, which brings approximately 200 MPS 2nd-grade students together to share Marshall history. I have participated in city-wide clean-up events preceding large tourist events (the annual Home Tour) and served for several years on committees for these same events. My current employment as a faculty secretary in the English Department at Albion College requires me to be very organized, resourceful, and flexible as working with ten faculty members, a building's worth of administrators, a dozen other academic departments, and a campus filled with 1,400-plus students, as you can imagine, can be a challenge. However, it is a challenge that I thoroughly enjoy, as each day brings different situations and personalities, all of them unique and all of them capable of teaching me something about myself. One of my major strengths is my skill in working with many different groups of people, which I think lends itself to my being as asset to the Marshall Area Farmer's Market Advisory Board. I am able to relate to the vendors, as I am one myself, and I am also able to relate to the administrative side, listening with an open mind to new ideas and ways that the market impacts all those involved.

I do have some board experience as I served on the Marshall Civic Players Board of Directors from 2011-2014. I was the Marketing Committee chair for two years of my three-year term, and in addition I chaired the Annual Dinner Committee for two years. I understand the importance of a "working" board, knowing that the term "working" actually does mean that, not simply having your name posted in the program for all to see, but digging in and helping out when and where things need to get done. The current Marshall Area Farmer's Market Advisory Board has been handling all of the first-year changes with great enthusiasm and hard work, something I am excited to be a part of. They have listened to all of the ideas, challenges, complaints, and suggestions with careful consideration and have shared openly the information they have available. They have been successful in securing grants to ensure financial stability and budget maintenance of the market for future years, have begun a fund-raising strategy to generate additional income, and have created a "Marshall experience" market that lends itself to individuals and families alike.

I feel I would be an asset to the Marshall Area Farmer's Market Advisory Board and hope you feel the same way and will give my application serious consideration.

Thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads "Shannon Aikins".

Shannon Aikins