MARSHALL CITY COUNCIL AGENDA

TUESDAY – 7:00 P.M.

FEBRUARY 21, 2012

1) **CALL TO ORDER**

2) **ROLL CALL**

3) **INVOCATION** – Dennis Croy, Marshall Wesleyan 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. Schedule Public Hearing – Rezone Marshall Animal Care Center

City Council will consider the recommendation to schedule a public hearing for March 5, 2012 to hear public comment on the rezoning request for Marshall Animal Care Center to rezone from Highway Service (HS) to Professional Office Service District (POSD).

B. Schedule Public Hearing – Stelmi IFT Application

City Council will consider the recommendation to schedule a public hearing for March 5, 2012 to hear public comment on the proposed Industrial Facilities Tax Exemption Certificate application for Stelmi America, Inc.

C. Michigan Department of Transportation Local Bridge Program Grant

City Council will consider the recommendation to adopt the resolutions in support of the submittal of a grant from the Michigan Department of Transportation Local Bridge Program for the Monroe Street Bridge over Rice Creek and Marshall Avenue Bridge over the Kalamazoo River.

D. MERS 457 Supplemental Retirement Program

City Council will consider the recommendation to approve the resolution and participation agreement for the MERS 457 Supplemental Retirement Program and approve HR Policy #12-01 to amend the personnel Policy Manual.

E. City Council Minutes

Work Session ..... Thursday, January 19, 2012

Work Session ..... Monday, February 6, 2012

Regular Session ..... Monday, February 6, 2012

F. City Bills

Regular Purchases ..... $ 73,308.97

Purchased Power ..... $ _____

Weekly Purchases –2/03/12 ..... $ 723,189.58

Weekly Purchases 2/10/12 ..... $4,605.80

Total ..... $ 801,104.35

Mayor:

James Dyer

Council Members:

Ward 1 - Wayne Booton

Ward 2 - Nick Metzger

Ward 3 - Brent Williams

Ward 4 - Jack Reed

Ward 5 - Jody Mankerian

At-Large - Kathy Miller

CITY OF Marshall Michigan

8) **PRESENTATIONS AND RECOGNITIONS**

A. **Shearman School Neighborhood Park Presentation**

9) **INFORMATIONAL ITEMS**

10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**

11) **OLD BUSINESS**

12) **REPORTS AND RECOMMENDATIONS**

A. Hangar Lease Agreement

City Council will consider the recommendation to authorize the Clerk-Treasurer to sign the agreement with Griswold Aviation LLC for the rental of the maintenance hangar at Brooks Field and to cosign a loan from the Economic Development Corporation Fund for an amount not to exceed $9,000.

B. Electric Franchise Agreements

City Council will consider the recommendation to authorize the Mayor and the City Manager to sign the franchise agreements with Fredonia, Marengo, Marshall, and Eckford Townships for a term of 30 years.

C. Memorandum of Understanding for a Community Wide Economic Development Strategic Partnership

City Council will consider the recommendation to adopt the resolution supporting the Memorandum of Understanding for a Community Wide Economic Development Strategic Partnership

13) **APPOINTMENTS / ELECTIONS**

A. Board of Review Appointment

City Council will consider the recommendation to appoint Julie Staab to the Board of Review with a term expiring January 1, 2014.

B. Zoning Board of Appeals Appointments

City Council will consider the recommendation to reappoint Russ Byrne and Doug Murch to the Zoning Board of Appeals with terms expiring March 10, 2015.

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

CITY OF Marshall Michigan

ADMINISTRATIVE REPORT
February 21, 2012 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Natalie Huestis, Director of Community Services
Tom Tarkiewicz, City Manager

SUBJECT: Set public hearing for March 5, 2012 to rezone Marshall Animal Care Center at 713 Brewer Street from the Marshall Township zoning of Highway Service (HS) to the City zoning of Professional Office Service District (POSD).

BACKGROUND: On December 19, 2011, the Marshall Animal Care Center entered the City from Marshall Township under a PA 425 Land Transfer Agreement bringing it under the jurisdiction of the Joint Planning Commission. On January 12, 2012, the JPC received the request to rezone and on February 9, 2012, a public hearing was held to rezone the Marshall Animal Care Center at 713 Brewer Street from Highway Service (HS) District to Professional Office Service District (POSD). No members of the public appeared for the public hearing.

During the meeting on February 9th, commissioners asked staff if the area around Marshall Animal Care was mostly commercial. Staff informed Commissioners that although there was commercial in this corridor, there were also residential uses. This was not a contiguous commercial area due to the sporadic township and city properties, churches, and residential uses. Township members asked how the office service district is most commonly used in the City and staff explained that POSD is most commonly used as a buffer between commercial and residential properties.

It was discussed that the Animal Care Center went through a recent site plan review with the township for their building additions; therefore the JPC would only be charged with designating a city zoning for them. Office and professional uses are the first mentioned among permitted uses in the Professional Office Service District and this not only fit well with the Animal Care Center but also fit well within the mix of current zoning designations in the north corridor.

MOTION *by Commissioner Oates, second by Commissioner Potter to recommend to City Council to rezone request #JPCRZ12.01 to rezone Marshall Animal Care Center at 713 Brewer Street from the Township zoning designation of Highway Service (HS) to the City zoning designation of Professional Office Service District (POSD). On a voice vote;* ***MOTION CARRIED.***

RECOMMENDATION: The Joint Planning Commission recommends approval of the rezoning request #JPCRZ12.01 from Highway Service (HS) to Professional Office Service District (POSD) for the property at 713 Brewer Street, better known as Marshall Animal Care Center, recently brought into the

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cityofmarshall.com

City through a PA 425 Land Transfer Agreement. According to Section 4.02 of the City Charter states that City Council shall schedule a public hearing, suggested to be held on March 5, 2012, to hear comments regarding this recommendation of rezoning before consideration of final approval.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Natalie Huestis
Director of Community Services

Tom Tarkiewicz
City Manager

CITY OF MARSHALL
ORDINANCE NO. 12-##

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF CERTAIN PARCEL OF REAL PROPERTY COMMONLY KNOWN AS 713 BREWER STREET (PARCEL #13-53-425-001-00) FROM THE TOWNSHIP ZONING OF HIGHWAY SERVICE DISTRICT (HS) TO PROFESSIONAL OFFICE SERVICE DISTRICT (POSD).

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

Section 1. Pursuant to the authority granted in Sections 156.021 and 156.030 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to change the zoning district for the below described property from to Highway Service (HS) to Professional Office Service District (POSD).

Property Description

BEGINNING AT THE EAST ¼ POST OF SECTION 23, TOWN 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN; THENCE NORTH 89 DEGREES 31' 10" WEST ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION 23, A DISTANCE OF 55.95 FEET TO THE WEST RIGHT OF WAY LINE OF BREWER ROAD (OLD U.S. 27); THENCE 120.00 FEET ALONG SAID WEST LINE, AND THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 171793.50 FEET AND WHOSE CHORD BEARS NORTH 00 DEGREES 16' 12" WEST, 120.00 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 31' 10" WEST, 350.39 FEET; THENCE NORTH 00 DEGREES 27' 15" WEST, 280.00 FEET; THENCE SOUTH 89 DEGREES 31' 10" EAST, 350.96 FEET TO SAID WEST LINE OF BREWER ROAD; THENCE 280.00 FEET; THENCE 280.00 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 171793.50 FEET; AND WHOSE CHORD BEARS SOUTH 00 DEGREES 20' 12" EAST, 280.00 FEET TO THE TRUE PLACE OF BEGINNING.

Common Address

713 BREWER STREET (PARCEL #13-53-425-001-00)

Section 2. This Ordinance or a summary thereof shall be published in the *Marshall Chronicle,* a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices, within ten (10) days after its adoption. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signature of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this 5th day of March, 2012.

James L. Dyer, MAYOR	Sandra Bird, CLERK-TREASURER

CITY OF Marshall Michigan

ADMINISTRATIVE REPORT
FEBRUARY 21, 2012 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Mike Hindenach, Manager, Marshall Economic Development

SUBJECT: Stelmi America, Inc. 1601 Brooks Drive, Marshall
Facility Exemption Certificate

BACKGROUND: The City of Marshall received a request from Stelmi America, Inc. for an Industrial Facilities Tax Exemption Certificate. The requested abatement is to consider $712,038 in personal property. Stelmi America, Inc. is investing these dollars for new machinery and equipment. Stelmi America, Inc. is located in the LDFA district.

RECOMMENDATION: Schedule a Public Hearing for March 5, 2012 as required by the Industrial Facilities Tax Exemption Certificate Application.

FISCAL EFFECTS: If the IFT is granted, the LDFA will forego an estimated $18,600.00 in taxes over the next 12 years. Stelmi America, Inc. will receive an estimated $48,000.00 in tax savings over the next 12 years.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz
City Manager

Michael D. Hindenach
Manager, Marshall Economic Development

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Michigan Department of Treasury
1012 (Rev. 5-07)

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk: Sandra Burk	Date received by Local Unit: 1/31/12
STC Use Only	
Application Number:	Date Received by STC:

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility): Stelmi America, Inc.	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code): 3471
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location): 1601 Brooks Dr, Marshall, MI 49068	1d. City/Township/Village (indicate which): City of Marshall; 1e. County: Calhoun
2. Type of Approval Requested: [X] New (Sec. 2(4)) [ ] Transfer (1 copy only) [ ] Speculative Building (Sec. 3(8)) [ ] Rehabilitation (Sec. 3(1)) [ ] Research and Development (Sec. 2(9))	3a. School District where facility is located: Marshall Public Schools; 3b. School Code: 13110
	4. Amount of years requested for exemption (1-12 Years): 12

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

grinding expansion for advanced chrome plating process

6a. Cost of land and building improvements (excluding cost of land) ..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	$0.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures ..... * Attach itemized listing with month, day and year of beginning of installation, plus total	$712,038.00 Personal Property Costs
6c. Total Project Costs ..... * Round Costs to Nearest Dollar	$712,038.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements			[ ] Owned [ ] Leased
Personal Property Improvements	2/1/12	12/31/12	[X] Owned [ ] Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. [ ] Yes [X] No

9. No. of existing jobs at this facility that will be retained as a result of this project: 0	10. No. of new jobs at this facility expected to create within 2 years of completion: 3

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....
b. TV of Personal Property (excluding inventory) .....
c. Total TV .....

12a. Check the type of District the facility is located in:

[X] Industrial Development District [ ] Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit): 12/5/88	12c. Is this application for a speculative building (Sec. 3(8))? [ ] Yes [X] No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Complied Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
Steven Dodge	(269) 781-6222	(269) 781-7723	sdodge@stelmiamerica.com
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
Steven Dodge	(269) 781-6222	(269) 781-7723	sdodge@stelmiamerica.com
▶ 15a. Name of Company Officer (No Authorized Agents)			
Steven Dodge			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
[signature]		(269) 781-7723	31 Jan 12
▶ 15e. Mailing Address (Street, City, State, ZIP Code)		15f. Telephone Number	15g. E-mail Address
1601 Brooks Drive, Marshall, MI 49068		(269) 781-6222	sdodge@stelmiamerica.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit

☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

After Completion ☐ Yes ☐ No

☐ Denied (Include Resolution Denying)

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

- ☐ 1. Notice to the public prior to hearing establishing a district.
- ☐ 2. Notice to taxing authorities of opportunity for a hearing.
- ☐ 3. List of taxing authorities notified for district and application action.
- ☐ 4. Lease Agreement showing applicants tax liability.

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

- ☐ 1. Original Application plus attachments, and one complete copy
- ☐ 2. Resolution establishing district
- ☐ 3. Resolution approving/denying application.
- ☐ 4. Letter of Agreement (Signed by local unit and applicant)
- ☐ 5. Affidavit of Fees (Signed by local unit and applicant)
- ☐ 6. Building Permit for real improvements if project has already begun
- ☐ 7. Equipment List with dates of beginning of installation
- ☐ 8. Form 3222 (if applicable)
- ☐ 9. Speculative building resolution and affidavits (if applicable)

16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
	Sandra Bird	sbird@cityofmarshall.com
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
323 W Michigan Avenue, Marshall, MI 49068		
19e. Telephone Number	19f. Fax Number	
(269) 781-5183	(269) 781-5183	

State Tax Commission Rule Number 67: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CITY OF Marshall Michigan

ADMINISTRATIVE REPORT
February 21, 2012 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

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

SUBJECT: Michigan Department of Transportation Local Bridge Program Grant

BACKGROUND: The Michigan Department of Transportation annually has a call for bridge projects for the local bridge grant program. The grant will pay 95% of the construction cost for the replacement or rehabilitation of bridges. Although the State only requires the City of Marshall to inspect the bridges bi-annually, in 2008 the city changed the required inspections to take place annually due to the deterioration that has been observed. Last year the City added a review of the load ratings and an additional scour critical inspection to the bridges which helps to determine if there are any footing issues. In 2011 the City of Marshall contracted with DLZ Inc to conduct these inspections. They estimated the cost of the bridge replacements would be $1,205,000 for the Monroe Street Bridge over Rice Creek and $2,300,000 for the Marshall Avenue Bridge over the Kalamazoo River. The State will announce in November the successful applicants for the 2014 MDOT fiscal year construction. This will be the seventh time that these bridges have been submitted.

The City attempted to acquire American Recovery and Reinvestment Act (ARRA) money for the construction of these bridges in January of 2009. In order to better align these projects with the anticipated timeline of ARRA funds the City hired DLZ Inc. to perform preliminary designs for both bridges. The ARRA money that was received by the city did not cover these improvements and the design work was stopped. These efforts in the design phase will not be lost and will signify the City of Marshall's strong desire to replace these bridges. Currently, the city is in possession of plans that are 80% completed for both bridges at an expense of $52,870.98

The City has placed the Monroe Street Bridge over Rice Creek as the priority bridge due to the condition of the bridge.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolutions in support of the submittal of a grant from the Michigan Department of Transportation Local Bridge Program for the Monroe Street Bridge over Rice Creek and Marshall Avenue Bridge over the Kalamazoo River.

FISCAL EFFECTS: None at this time. If the grant is awarded, the City will be responsible for the design engineering cost which is 80% completed to date, 5% of the construction cost (estimated at $78,250) and the construction engineering. At this time, the source of the City's share is unknown. Since both bridges are on Major Streets, the funding would come from Act 51 funds, the 1997 Madison Street Storm Sewer Bond excess or use of prior years General Fund balance reserves.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

Carl Fedders
Director of Public Services

Tom Tarkiewicz
City Manager

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cityofmarshall.com

RESOLUTION FOR MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE PROGRAM GRANT FOR MARSHALL AVENUE

WHEREAS, the City of Marshall is preparing a Local Bridge Program Grant for rehabilitation or replacement of the Marshall Avenue Bridge over the Kalamazoo River, and

WHEREAS, the City of Marshall may be eligible for a maximum of up to 95 percent participation from Federal and/or State sources, and

WHEREAS, this project would not take place due to insufficient local funds for several years, and

WHEREAS, the application requires a resolution of support from the City Council,

NOW THEREFORE BE IT RESOLVED, the City Council hereby resolves that the City of Marshall supports the replacement of the Marshall Avenue Bridge over the Kalamazoo River and authorizes the submittal of a Local Bridge Program Application.

Dated: February 21, 2012

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed seal of said City of Marshall, this the 21st day of February A.D., 2012.

_____

Sandra Bird, Clerk Treasurer

RESOLUTION FOR MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE PROGRAM GRANT FOR MONROE STREET

WHEREAS, the City of Marshall is preparing a Local Bridge Program Grant for rehabilitation or replacement of the Monroe Street Bridge over Rice Creek, and

WHEREAS, the City of Marshall may be eligible for a maximum of up to 95 percent participation from Federal and/or State sources, and

WHEREAS, this project would not take place due to insufficient local funds for several years, and

WHEREAS, the application requires a resolution of support from the City Council,

NOW THEREFORE BE IT RESOLVED, the City Council hereby resolves that the City of Marshall supports the replacement of the Monroe Street Bridge over Rice Creek and authorizes the submittal of a Local Bridge Program Application.

Dated: February 21, 2012

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed seal of said City of Marshall, this the 21st day of February A.D., 2012.

_____

Sandra Bird, Clerk Treasurer

CITY OF Marshall Michigan

ADMINISTRATIVE REPORT
February 21, 2012 – City Council Meeting

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Tracy Hall, Human Resources Coordinator

SUBJECT: MERS 457 Supplemental Retirement Program

BACKGROUND: Municipal Employees' Retirement System (MERS) is now offering a 457 Supplemental Retirement Program. If City Council accepts the resolution to adopt this plan, it allows an option to employees for additional retirement savings and there is no cost to the City of Marshall.

The City currently has available a 457 plan through ICMA-RC (International City Management Association's Retirement Corporation). We will continue to offer the ICMA-RC 457 plan in addition to the MERS 457 plan. This will allow employees the choice of which plan, if any, they would like to use for additional retirement savings.

Currently, the Personnel Policy Manual, Section 6.07 lists the ICMA-RC plan. This section will need to be amended by Council to offer both 457 plans.

RECOMMENDATION: We respectfully request that City Council approve the attached Resolution and Participation Agreement for the MERS 457 Supplemental Retirement Program, and approve HR Policy # 12-01 to amend the Personnel Policy Manual.

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by City Council.

Respectfully submitted,

Tom Tarkiewicz
City Manager

Tracy Hall
HR Coordinator

323 W. Michigan Ave.
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cityofmarshall.com

MERS Uniform 457 Supplemental Retirement Program Resolution

1134 Municipal Way, Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 www.mersofmich.com

This Resolution, together with the MERS 457 Supplemental Retirement Program and Trust Master Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

WHEREAS, the Municipal Employees Retirement Act of 1984, Section 36(2)(a), MCL 38.1536(2)(a) (MERS Plan Document (Section 36(2)(a)) authorizes the Municipal Employees' Retirement Board (the "Board") to "establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs," and on November 8, 2011, the Municipal Employees' Retirement Board adopted the MERS 457 Deferred Compensation Plan.

WHEREAS, this Uniform Resolution has been approved by the Board under the authority of Section 36(2)(a), and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

WHEREAS, the Participating Employer, a participating "municipality" (as defined in Section 2b(2) in the Municipal Employees Retirement Act of 1984; MCL 38.1502b(2); Plan Document Section 2b(4)) or participating "court" (circuit, district or probate court as defined in Section 2a(4) – (6) of the Act, MCL 38.1502a(4) – (6); Plan Document Section 2a(4) – (6)) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

WHEREAS, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body adopts the MERS 457 Supplemental

Retirement Program as provided below.

I. The Participating Employer adopts the Plan for its Employees.

II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.

III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.

V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.

VII. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

VIII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

IX. This Resolution and the Participation Agreement shall be submitted to the Board for its

approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

February 21, 20 12. _____
(Signature of authorized official)

Municipality name: City of Marshall

Please send MERS fully executed copy of:

1. 457 Program Resolution (this form, MD-469)
2. 457 Participation Agreement (MD-470)
3. Certified minutes stating Governing Body approval
4. Copy of the union contract and/or personnel policy

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20 12 _____
(Authorized MERS signatory)

MERS 457 Supplemental Retirement Program Participation Agreement

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 www.mersofmich.com

I. **PARTICIPATING EMPLOYER**

Employer Name: City of Marshall
Name of municipality or court

Municipality Number: 1306 **Division Number (if amendment):** _____

II. **EFFECTIVE DATE:** The MERS 457(b) Plan will be effective as follows (choose one):

☒ **Original Adoption.** The MERS 457(b) Plan will be effective March 1, 2012, with respect to contributions upon approval by the Program Administrator.

☐ To establish a new plan or replace current 457 carrier with the MERS 457 Plan.

☒ To add the MERS 457 Plan in addition to another 457 carrier.

Plan Name(s) and Provider(s):
ICMA-RC 457 Plan

VERY IMPORTANT: All eligible plans of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible plan (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single plan, comply with the 457(b) requirements. In order to fulfill its responsibility for monitoring coordination of multiple plans, the Participating Employer must carefully review the Master Plan Document provisions.

☐ **Amendment and Restatement.** The amended and restated MERS 457(b) Plan will be effective _____, with respect to contributions upon approval by the
Month and Year
Program Administrator. The MERS 457(b) Plan was originally effective _____.
Month and Year

III. **ELIGIBLE EMPLOYEES:** Only Employees as defined in the Plan may be covered by the Participation Agreement. Subject to other conditions in the Plan, this Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Plan:

Any full-time City of Marshall employee, and regularly scheduled part-time City of Marshall employees.

IV. **POST- EMPLOYMENT COMPENSATION:** Certain post-employment severance payments may be included in Compensation for purposes of computing deferrals under the Plan, but only if these amounts are paid no later than 2½ months after Severance from Employment or, if later, the end of the calendar year that includes a Participant's Severance from Employment, and only if it is a payment that, absent a Severance from Employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election(s):

☑ Regular compensation paid after Severance from Employment for services rendered prior to severance during the Participant's regular working hours.

☑ Compensation paid after Severance from Employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments.

☑ Post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued.

☐ Other:

_____

_____

_____

V. **ROTH DEFERRAL CONTRIBUTIONS:** ☐ shall be permitted ☒ shall not be permitted

If Roth Deferral Contributions are elected, the Plan will allow Roth Rollover Contributions from other designated Roth 457(b), 401(k), or 403(b) Plans. Roth In-Plan Rollovers will also be allowed. Roth In-Plan Rollovers allow a participant who has reached 70½ or who has incurred a Severance from Employment to elect to have all or a portion of his or her Pre-Tax Contribution Account directly rolled into a designated Roth Rollover Account under the Plan if the amount would otherwise be permitted to be distributed as an Eligible Rollover Distribution. Any amounts that are rolled to the Roth Rollover Account are considered to be irrevocable and may not be rolled back to the Pre-Tax Account.

VI. **LOANS:** ☐ shall be permitted ☒ shall not be permitted

If Loans are elected, please complete the MERS Loan Procedures and Uniform Resolution and submit them with this Agreement.

VII. This Participation Agreement may be terminated only in accordance with the Master Plan Document.

VIII. The Employer hereby agrees to the provisions of the MERS 457 Supplemental Retirement Program Plan and Trust Master Plan Document.

IX. The Employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the Plan.

GOVERNING BODY

This Addendum is adopted and approved on this 21 day of March, 2012.

Name of Employer: City of Marshall

Authorized Signature: _____

Title: Clerk-Treasurer

Witness: _____

Please send to MERS a fully executed copy of:

1. 457 Program Participation Agreement (this form, MD-470)
2. MERS Uniform 457 Supplemental Retirement Program Resolution (MD-469)
3. Certified minutes stating Governing Body approval
4. Copy of the union contract language or personnel policy language
5. 457 Eligible Automatic Contribution Arrangement Addendum, MD-474 (if applicable)
6. 457 Employer Contribution Addendum, MD-473 (if applicable)
7. 457 Loan Addendum, MD-471 (if applicable)

Received and approved by the Municipal Employees' Retirement System of Michigan

This Participation Agreement is approved and shall take effect on _____, 20____.

Dated: _____, 20_____ _____
Authorized MERS Signatory

Replace section 6.07 of the Personnel Policy Manual with the following language.

6.07 – DEFERRED COMPENSATION

Employees may elect to participate in a voluntary deferred compensation program that is available under Section 457 of the Internal Revenue Service Code. Employee contributions may be payroll deducted.

IN A WORK SESSION held Thursday, January 19, 2012 at 5:30 P.M. at the Calhoun County Building, 315 West Green Street, Marshall, MI, the Marshall City Council was called to order by Mayor Dyer.

Present:	Council Members:	Mayor Dyer, Metzger, Mankerian, Reed, and Williams.
Also Present:	City Manager Tarkiewicz and Chief Schwartz	
Absent:	Council Member Booton.	

A. Dan Redstone of Redstone Architects Inc presented their Shared Public Services Initiative Study Marshall Regional Law Enforcement Center.

The meeting was adjourned at 6:55 p.m.

James L. Dyer, Mayor

Sandra Bird, Clerk-Treasurer

IN A WORK SESSION Monday, February 6, 2012 at 6:00 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.

Present:	Council Members:	Mayor Dyer, Metzger, Mankerian, Reed, and Williams.
Also Present:	City Manager Tarkiewicz	
Absent:	Council Members Booton and Miller.	

A. City Manager Tarkiewicz presented a Power Point presentation on the Regional Economic Development Transformation Initiative.

The meeting was adjourned at 6:53 p.m.

James L. Dyer, Mayor

Sandra Bird, Clerk-Treasurer

CALL TO ORDER

IN REGULAR SESSION Monday, February 6, 2012 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: Booton, Mayor Dyer, Mankerian, Metzger, Reed, and Williams.
Also Present:	City Manager Tarkiewicz.
Absent:	Council Members: Miller.

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

INVOCATION/PLEDGE OF ALLEGIANCE

Barry Chaffin of Church of Christ gave the Invocation and Mayor Dyer led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Metzger, supported Williams, to approve the agenda as presented. On a voice vote: **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

Moved Williams, supported Metzger, to approve the consent agenda:

A. Approve minutes of the City Council Regular Session and Work Session held on Tuesday, January 17, 2012;
B. Approve city bills in the amount of $1,620,034.94.

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

PRESENTATIONS AND RECOGNITIONS

A. Presentation by Carl Gibson:

Carl Gibson, Calhoun County Senior Services Manager, spoke to Council regarding the Senior Heath Fair to be held on Thursday, April 5, 2012 at Marshall

Middle School and pending legislation regarding elder abuse.

B. Heritage Marketing – Historic Walks:

Martin Overhiser made a presentation regarding the Heritage Walks that are being established as part of the Byways Historic Heritage Tourism Marketing Project and asked for Council support.

Moved Williams, supported Metzger to approve the placement of painted symbols on sidewalks to designate the Historic Homes Walk and the Historic Downtown Walk with the final approval of design to be determined by City Council. On a voice vote – **MOTION CARRIED**.

C. Certificates of Appreciation:

Mayor Dyer presented Certificates of Appreciation to past Boards and Commissions members.

INFORMATIONAL ITEMS
None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

OLD BUSINESS
None.

REPORTS AND RECOMMENDATIONS
A. Second Quarter Investment Portfolio Report:

Moved Booton, supported Williams, to accept the Second Quarter Investment Portfolio Report. On a voice vote – **MOTION CARRIED.**

B. Second Quarter Financial Report:

Moved Reed, supported Mankerian, to accept the Second Quarter Financial Report as presented. On voice vote – **MOTION CARRIED.**

APPOINTMENTS / ELECTIONS

A. Library Board Appointment:

Moved Williams, supported Metzger, to approve the appointment of Kate Yoder to the Library Board with a term expiring March 31, 2015. On a voice vote – **MOTION CARRIED**.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Main Street Manager Diane Larkin gave a reminder for the upcoming Winter Fest beginning Friday, February 10, 2012.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 7:48 p.m.

James L. Dyer, Mayor

Sandra Bird, Clerk-Treasurer

VENDOR APPROVAL SUMMARY REPORT

CITY OF MARSHALL

Date: 02/16/2012
Time: 10:05am
Page: 1

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
A-1 AUTO GLASS	8565	TOOL BOX REPAIR	50.00	0.00
AIRGAS USA LLC	4982	CYLINDER RENTAL	82.84	0.00
ALERT EMERGENCY EQUIPMENT	217874	2011 TAHOE	550.00	0.00
AMERI-ALARM	400534	Update Security System	3,007.44	0.00
ARISTO CHEM, INC	7059	SUPPLIES	303.29	0.00
ARROW UNIFORM	6839	CUST #010198-01	582.12	0.00
ASSOCIATION OF PUBLIC	21066	MEMBERSHIP STARTING 03/01/12	140.00	0.00
AUSTIN-BATTERIES PLUS	6532	12B BATTERY, CORE CHARGE	69.50	0.00
AUTO VALUE MARSHALL	21340	NON DETERGNT 30W	852.31	0.00
BERON'S TREE SERVICE	7100	Tree Trimming	5,500.00	0.00
BIO-CARE, INC.	4002	RESPIRATORY SURVEILLANCE PROGR	3,234.00	0.00
BLU FISH CONSULTING, LLC	4473	BROOKS PARK WEB UPDATE	1,595.00	0.00
BOSHEARS FORD SALES INC	7117	2010 CROWN VIC REPAIR	911.78	0.00
BUD'S WRECKER SERVICE	400226	FORD F-750	265.00	0.00
C.E.M. SUPPLY INC	7200	NUTS, BOLTS & WASHERS	169.00	0.00
CALHOUN COUNTY TREASURER	7177	JANUARY TRAILER FEES	80.00	0.00
CB HALL ELECTRIC COMPANY	3387	GAR HALL	417.00	0.00
CENTRAL MICHIGAN FORD	5407	HP INJECTION & FUEL PUMP	2,313.73	0.00
COLE CHRYSLER DODGE JEEP	2996	PANEL-A PILLAR T	25.35	0.00
COMMERCIAL OFFICE PRODUCTS	9769	TABS, FLAG KIT	468.01	0.00
CORNERSTONE OFFICE SYSTEMS	8563	COPIER LEASE	439.16	0.00
COURTNEY & ASSOCIATES	7259	UPDATE ELECT REV REQUIREMENT	3,000.00	0.00
CRT, INC	6541	BACKUP DR APPLIANCE SERVICE	6,565.00	0.00
CRYSTAL FLASH ENERGY	6176	2 PROPANE TANKS-FORKLIFTS	50.30	0.00
D & D MAINTENANCE SUPPLY	7271	GOJO ORANGE PUMICE	284.50	0.00
DADOW POWER EQUIPMENT	7277	V-BELT	58.72	0.00
DARLING ACE HARDWARE	7281	TRASH BAGS, GLOVES, KEYS & CHA	2,428.36	0.00
DENNING GLASS, INC	400535	GLASS UNIT 46-3/8 X 60-7/8	323.24	0.00
DORNBOS SIGN & SAFETY	6378	SIGNS SAVE LIVES DECALS	304.00	0.00
DR LAB SERVICES	400536	LAB EQUIPMENT P.M.	1,150.00	0.00
DUKE'S SALES & SERVICE INC	7318	SEWER GREASE CUTTER	640.00	0.00
EDWARDS INDUSTRIAL SALES	7332	IDLER SPROCKET FOR RDT	80.16	0.00
ELECTION SYSTEMS & SOFTWARE	5144	SERVCE CONTRCT 7/1/11-6/30/12	29.50	0.00
FARM BUREAU	400538	MEMBERSHIP--A. EGNATUK	50.00	0.00
FASTENAL COMPANY	5789	HARD HAT	131.46	0.00
FLORIDA TWO-WAY	400542	LI-ION 4100 BATTERY	700.00	0.00
THE FLOWER HAUS	7371	KATHLEEN COLLINS	45.00	0.00
FRANK MASON	300289	REBUILD	3,718.00	0.00
GRAINGER	3644	LAMPS & PUNCHES	130.15	0.00
THE HARVESTER FLOWER SHOP	5989	PEHRSON, SEBRING	80.00	0.00
HD SUPPLY FACILITIES MAINT	9781	24V MOTORS,T-PAPER DISP, MISC	402.02	0.00
HYDRO METER SERVICES INC	2181	METER TEST @ GORDON SCHOOL	155.00	0.00
IRVIN'S HARDWARE	4331	POLE SAW EQPMNT REPAIR	167.09	0.00
J & K PLUMBING SUPPLY	3351	NIPPLE BLK	3.02	0.00
J.O. GALLOUP COMPANY	4624	PVC PIPE, ELBOW, BALL CK VALVE	638.77	0.00
JACKSON TRUCK SERVICE	7495	GLADHAND-SERVICE	89.34	0.00
JOHN D BRUNDAGE &	6437	JANUARY SERVICES	2,700.00	0.00
JOHN DEERE FINANCIAL	400537	PLUS 50 II, FILTER ELEMENT	116.51	0.00
J BUXTON	8962	LIME	1,134.62	0.00
LAR LABORATORIES INC	8817	CYANIDE ANALYSIS	100.00	0.00
LBS INC	3051	LOT SURVEY	350.00	0.00
LLOGG'S REPAIR GARAGE	5869	FUEL FILTER	31.89	0.00
NDALL ELECTRIC INCORPORATED	7511	ELECTRICAL PARTS	165.06	0.00
NNEDY INDUSTRIES INC	8294	BRAY	120.00	0.00
KELAND ASPHALT CORPORATION	7526	COLD PATCH	639.84	0.00
RRY'S FLOOR COVERING	7530	BASE	12.00	0.00
RSHALL AREA CHAMBER	7556	ANNUAL CHAMBER DINNER-K.MILLER	70.00	0.00
RSHALL WELDING & FABRICATION	7590	TOOL BOX REPAIR	91.00	0.00
&E ELECTION SOURCE	3174	2012 PRES PRIMARY ELECTION	855.00	0.00
DLER ELECTRIC COMPANY	7604	3" CONDUIT STRAP	466.98	0.00
CHIGAN DEPT OF TECHNOLOGY,	400539	MIDEAL MEMBERSHIP	180.00	0.00
CHIGAN METER TECHNOLOGY GRP	400140	CONDUCTOR REMOTE WIRE	410.37	0.00
CHIGAN MUNICIPAL LEAGUE	4494	MML DUES 4/1/12--3/31/13	4,115.00	0.00
CHIGAN-SHIGA SISTER-STATE	3373	FINAL COST OF GOODWILL MISSION	52.17	0.00
D-STATE MASONRY	400540	CANOPY BRICK REPAIR	1,200.00	0.00
DERNISTIC	8101	UNIT #205	129.95	0.00
NICIPAL SUPPLY CO.	7701	CURB BOXES	450.00	0.00

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
NORTH CENTRAL LABORATORIES	7727	SS ATC PROBE	160.28	0.00
NU-TWIST SCREEN PRINTING	7732	VOLLEYBALL CHAMP T'S	194.75	0.00
NYE UNIFORM COMPANY	7733	NAME BAR	240.35	0.00
O'LEARY WATER CONDITIONING	6995	RENTAL & WATER	33.50	0.00
POWER LINE SUPPLY	7821	1/0 WIRE - SWITCHGEAR PROJECT	6,892.94	0.00
PVS NOLWOOD CHEMICALS INC	5898	POTASSIUM PERMANGANTE	2,828.80	0.00
RADIO COMMUNICATIONS	7810	REPAIR CAMERA	149.75	0.00
ROOT SPRING SCRAPER CO	217840	BELLY BLADE PARTS	216.05	0.00
SCHULERS RESTAURANT	7857	MEDC SITE VISITS	65.00	0.00
SIGNWORLD CONCEPTS	7471	VEHICLE STRIPING & DECALS	115.00	0.00
STANDARD PRINTING & OFFICE	7903	TOWN CRIER	3,896.38	0.00
STATE OF MICHIGAN	4299	TANK #4 DEQ CERT FEE	360.00	0.00
STATE OF MICHIGAN - MDOT	4521	AIRPORT WEATHER OBS & DATA	545.09	0.00
UNITED SYSTEMS & SOFTWARE INC	400543	KEYBOARDS - HANDHELD READER	101.58	0.00
USA BLUEBOOK	2460	PHOSPHATE PUMP	739.95	0.00
W.W. GRAINGER INC	8310	LAB VACUUM FILTERS	0.00	0.00
YOU R SPECIAL, LLC	21522	FEBRUARY CLEANING	1,100.00	0.00
		Grand Total:	73,308.97	0.00

CHECK NUMBER SERIES AS OF FRIDAY, 02/03/12			
	Beginning #	Ending #	Dated
PAYROLL-ACH	71327	71332	02/04/12-02/17/12
A/P & P/R-OTHER	90413	90590	02/04/12-02/17/12

VENDOR APPROVAL SUMMARY REPORT

Date: 02/03/2012
Time: 11:06am
Page: 1

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
CHARLENE BARTHA	400519	REFUND UTILITY OVERPAYMENT	50.30	0.00
BATTLE CREEK UNLIMITED,INC.	4558	FEBRUARY	14,041.66	0.00
BROADSTRIPE	3293	ACCT #198-177805	32.97	0.00
CALHOUN COUNTY EQUALIZATION	7169	CONTRACTUAL ASSESSING SRVC	2,122.00	0.00
CALHOUN COUNTY TREASURER	7177	01/01/12-01/31/12 REAL AD VAL	51,855.25	0.00
CALHOUN INTERMEDIATE	7178	01/01/12-01/31/12 REAL AD VAL	139,922.35	0.00
CITGO	3724	CITGO FLEET #132271610	12,579.95	0.00
COMMERCIAL OFFICE PRODUCTS	9769	CRTDG, RPT CVRS, ENVS	163.41	0.00
CONSUMERS ENERGY	8560	1000 0033 5602	4,150.85	0.00
DEPPE ENTERPRISES, LLC	217816	FACADE IMP FOR FIREHOUSE	798.50	0.00
SIDNEY EVEREST	400522	MAILBOX REPLACEMENT COST	50.00	0.00
HERITAGE CALHOUN PROPERTIES	400523	REFUND TAX OVERPAYMENT	58.33	0.00
HUB INTERNATIONAL MIDWEST	4472	POLICY S1805444	40,307.00	0.00
NATALIE HUESTIS	5627	FOOD FOR WORK SESSION	32.75	0.00
HYATT REGENCY DEARBORN	2656	MRPA CONFERENCE	207.36	0.00
K-MART	7501	JANUARY CHARGES	37.42	0.00
KELLOGG COMMUNITY COLLEGE	7507	01/01/12-01/31/12 REAL AD VAL	84,432.18	0.00
MARSHALL COMMUNITY CU	7558	2113 - TRUDEAU	506.88	0.00
MARSHALL DISTRICT LIBRARY	8065	01/01/12-01/31/12 REAL AD VAL	18,907.29	0.00
MARSHALL FIREFIGHTER AMBULANCE	7561	01/01/12-01/31/12 PERS AD VAL	21,696.29	0.00
MARSHALL PUBLIC SCHOOLS	7574	01/01/12-01/31/12 REAL AD VAL	301,082.27	0.00
WILLIAM MCMILLAN	400524	REFUND 2011 TAX OVERPAYMENT	620.67	0.00
MEDLER ELECTRIC COMPANY	7604	FUSES, CPLGS, LUGS	365.67	0.00
ANTHONY LEE MERRINGER	21477	FUEL FOR TRUCK #322	25.01	0.00
JUSTIN MILLER	6865	TRAVEL ADVANCE	35.00	0.00
MWEA	2006	OPERATORS DAY/JOINT EXPO	150.00	0.00
NAPA OF MARSHALL	2939	GEAR LUB FOR OUTRIGGERS	7.44	0.00
REPUBLIC SERVICES #249	2096	ACCT #3-0249-1022021	472.08	0.00
ROSEMARY DAVIS REALTORS	2441	REFUND UTILITY DEPOSIT	23.80	0.00
MAHRLE SHELLENBERGER	400520	REFUND UTILITY OVERPAYMENT	353.90	0.00
STATE OF MICHIGAN	3448	01/01/12-01/31/12 REAL IFT	47.90	0.00
STATE OF MICHIGAN	4872	38-6004708, JAN 2012, SLS TAX	27,772.88	0.00
LUCAS TICE	300431	SCHOOL LUNCH	12.98	0.00
W.W. GRAINGER INC	8310	LAB VACUUM FILTERS	0.00	0.00
LACEY WOLVERTON	400521	REFUND UTILITY DEPOSIT	117.21	0.00
SHERI ZIENERT	5152	COFFEE & SUPPLIES	120.03	0.00
		Grand Total:	723,159.58	0.00

PRESCRIPTION REIMBURSEMENTS 30.00

TOTAL CASH DISBURSEMENTS $723,189.58

VENDOR APPROVAL SUMMARY REPORT

CITY OF MARSHALL

Date: 02/10/2012
Time: 10:46am
Page: 1

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
AD-VISOR & CHRONICLE	7557	JANUARY ADS	616.03	0.00
LUIS ANDALON	400532	ENERGY OPTIMIZATION - WASHER	50.00	0.00
ROBBY CASCIOLI	400533	REFUND UTILITY DEPOSIT	122.76	0.00
CORNERSTONE INSPECTION SRVCS	300392	INSPECTION SERVICES	568.00	0.00
CULLIGAN	736	ACCT #1155180	24.00	0.00
KASEY DAMRON	400489	REFUND UTILITY OVERPAYMENT	30.87	0.00
GANNETT MICHIGAN NEWSPAPERS	9632	BCE-982521 NOTICE	83.30	0.00
GRDNSHP ACCT FOR LEONA MILLER	400525	OVERPAYMENT OF FOUNDATION	54.00	0.00
ERICH HEIDENREICH	400528	REFUND UTILITY OVERPAYMENT	7.28	0.00
MIKE HINDENACH	21410	OFFER OF DEDICATION	23.00	0.00
MELONY JEWELL	400527	REFUND UTILITY OVERPAYMENT	6.18	0.00
NATALIE & SCOTT KELLEY	400529	REFUND UTILITY OVERPAYMENT	115.99	0.00
DIANE LARKIN	9373	EXPENSE REIMBURSEMENTS	130.75	0.00
MEDLER ELECTRIC COMPANY	7604	600V IND FUSE	240.75	0.00
JANET OSTRUM	6953	FOR MUSICIANS-WINTERFEST	1,100.00	0.00
CINDY PORTER	9799	RECORD & PREPARE MINUTES	30.00	0.00
JAMES RAMEY	400531	PERMIT FEE REFUND	90.00	0.00
REMAX PERRIT	400463	REFUND UTILITY OVERPAYMENT	56.93	0.00
STATE OF MICHIGAN	400526	DEQ PERMIT FEE	500.00	0.00
SULLIVAN INSURANCE AGENCY	3559	BONDS FOR LIQUOR LICENSE	500.00	0.00
TG MARSHALL	3494	TAX CERT PAID BY TENANT	50.96	0.00
VALENTINES ON ICE	400530	ICE SCULPTURE FOR FESTIVAL	200.00	0.00
W.W. GRAINGER INC	8310	LAB VACUUM FILTERS	0.00	0.00
		Grand Total:	4,600.80	0.00

PRESCRIPTION REIMBURSEMENT 5.00

TOTAL CASH DISBURSEMENTS $4,605.80

February 16, 2012

Tom Tarkiewicz
City Manager
City of Marshall
323 West Michigan
Marshall, MI 49068

Dear Tom,

The now vacant Shearman School property provides a unique opportunity for the creation of a neighborhood city park for the northwest quadrant of Marshall. This park would provide an opportunity for neighborhood children to play and neighborhood residents, families, and friends to gather and interact. It would also be an asset making this neighborhood more attractive to potential homebuyers.

A group of interested citizens has formed who hope that the city might obtain the property and create such a neighborhood park. We hope we might work collaboratively with the City of Marshall and the Marshall Public Schools in pursuing avenues to make the Shearman School property park idea a reality. We understand the budget concerns of both the city and school system but believe that solutions can be found to create a new viable greenspace for the citizens of Marshall to enjoy.

We look forward to the opportunity to help make this possible and hope that discussions might begin soon. Thank you for your serious consideration of this request.

Sincerely,

Bill and Norma Church
Jim and Nancy Cracraft
Tom Franke
Mark Gilbert
Creighton Sherman

SHEARMAN SCHOOL NEIGHBORHOOD PARK

A Plan

A number of Marshall friends and neighbors are discussing the possibility of converting the now vacant site of the former SHEARMAN SCHOOL into a passive, low maintenance, neighborhood park and playground for the local residents.

It is hoped that the Marshall School District, present owners of the site, will transfer ownership of the lot to the City of Marshall under the condition that the lot be used only as a Neighborhood Park. This Park to be maintained by the City Parks Dept. with the help of local volunteers.

If you support this plan, please print your full name & address below as well as a phone no. &/or e-mail address at which you can be contacted with news of any further developments.

Jim & Nancy Cracraft
123 Plum St., Marshall

Tom Franke
410 N. Eagle, Marshall

Mark Gilbert
1106 O'Keefe, Marshall

Creighton Sherman
223 N. Eagle St., Marshall

Bill & Norma Church
612 West Prospect, Marshall

SHEARMAN SCHOOL NEIGHBORHOOL PARK

NAME	ADDRESS	CONTACT #
Brenda Pantaglio	303 N Kalamazoo Ave	(440) 247-9662
Terri MacNevin	506 W. Prospect	269-781-3329
Joelle Knoch	604 W Prospect	789-1339
Ken MacNevin	506 W. Prospect	781-3329
Marvin Benjamin	310 N. MULBERRY ST.	781-2320
Marie Benjamin	310 N. Mulberry	781-2320
Alan Lord	319 N. MULBERRY	781-2384
Carl Gray	325 Mulberry	781-5045
Shirley Gray	325 Mulberry	781-5045
Mary Ruth	325 N. Mulberry	781-5045
Andrew Gray	325 N. Mulberry	781-5045
Deborah E Stuart	513 W Prospect	781 6271
Wesley Knoch Wesley Knoch	604 W. Prospect	789-1339

SHEARMAN SCHOOL NEIGHBORHOOL PARK

(18)

NAME	ADDRESS	CONTACT #
JEAN BRINK	348 BUTLER CT	789-1553
JACK VANDY BOGURT	615 NORTH DRIVE W	J E FINANCIAL @SBCGLOBAL.NET 781-2538
KEN REDDICK	1205 VERONA RD	269 781-5293
Marla J Moss	64 Country Hills	269-274-3015
Mike Wojcik	130 W. Hanover	781-7499
WAYNE VEALE	1009 FENNIMORE	781-4019
PAT WINSTANLEY	316 N. MADISON	781-0685
Nancy Sutherland	509 W Michigan	789-3005
Marianna Niehaus	14959 C Dr No Marshall	781-2221
Laura Gilbertson	15148 Walters Dr.	781-3101
Christi Barrett	712 Wright Ln	789-0702
Eileen Kelleher	210 Chauncey Ct	781-5648
"CJ" Shapiro	124 Chauncey Ct.	209-4076
Claudia + Doug March	615 W. Prospect, Marshall	269-781-7992
Sally Vogelreuter	103 Chauncey Ct	269-781-7543
Ann Acker	613 N. Kalamazoo	269-781-7247
Martha Burn	424 Sherman Dr	269 781 5719
Margaret Esbaerel	317 N. Liberty	269-781-3336

SHEARMAN SCHOOL NEIGHBORHOOD PARK

(19)

NAME	ADDRESS	CONTACT #
Cheryl R. Marengo	620 W. Prospect St.	789-0801
Stephen D. Marengo	620 W. Prospect St.	789-0801
Corey Marengo	620 W Prospect St.	(269) 624-6844
Cindra Cook	630 W. Prospect	789-2298
Jim Bilhman	205 W Prospect	269-830-9312
Amy Long-Nelson	619 W. Prospect	269-781-7075
Oscar Avila	310 N. Linden	269-275-9998
Barbara Aaron	314 N. LINDEN	269-781-7946
Urena C Moore	634 W Prospect	269-789-0472
Catherine Hayes	215 N. Linden St	269-781-4457
Chuck A Hayes	215 N Linden St	269 781-6567
[illegible]	714 W. PROSPECT	269-419-4846
Tiffany Thick	714 W. Prospect	(269) 419-4846
MARIANNE SLICK	324 LINDEN	248-719-4792
Tony Regna	341 N. Linden St.	269-789-9938
[illegible]	341 N. LINDEN ST	"
Mark Kraushaar	327 N. LINDEN ST	269-781-3419
Esther DeWaard	221 N. LINDEN	789-9531
[illegible]	330 N Linden	789-7349

SHEARMAN SCHOOL NEIGHBORHOOD PARK

(16)

NAME	ADDRESS	CONTACT #
Julie Greene	723 Allison Dr.	269-781-4285
Jeff Greene	723 Allison Dr.	269-781-4285
Richard Kelley	132 River Park Dr.	269-781-5902
Jeriamiah Joseph	408 N. Madison St.	419-234-4990
Betsy Joseph	408 N. Madison St.	269-419-9808
Timothy McCaleb	410 E. Prospect	269 781 5244
Jaime & Andy Collins	715 W. Prospect	269-789-1096
John + Linda McCann	164 River Park Dr.	269-789-0935
ED + TERRY HARMON	102 LONG LAKE	269-781-6809
SUSAN HALBERT	15925 Q Dr	269-789-1928
Ardith Josephson	321 Boyer Ct.	269-781-3899
Linda Hayes	18940 Homer Rd	269-781-5579
ALICE BARNACK	215 E. HUGHES ST.	269-781-8893
Eleanore Bidelman	13335 Q Dr N BC	269 781 3222
Joe Oliver	506 E. Mansion St	269-781-4430
Rebecca Murphy	610 W. Michigan, Marshall	269-781-3171
Diane Abbott	731 Allison Dr Marshall	269 781-2730
Marilyn Munson	752 Wright Lane	269-781-3126

SHEARMAN SCHOOL NEIGHBORHOOD PARK

(16)

NAME	ADDRESS	CONTACT #
Phil Nager	126 W. Prospect	781-4735
Casey Nager	"	"
Margi Brown	316 N. Liberty	275-5291
George Bicknell	80 Versma Rd	781-2694
John Miller	401 N. Eagle	781-2722
Ann Miller	401 N. Eagle	"
Mike McCarthy	333 N. Eagle	789-9883
Beth McCarthy	"	
Nancy Cracraft	123 Plum St.	789-0852
Jim Cracraft	"	"
Susan Collins	222 N. Marshall	781-4335
Abbie Albright	421 Forest	781-3376
Cherie Riser	221 N. Gordon	781-5922
Randy Riser	"	"
Sarah Loomis	603 N. Kalamazoo	781-4560
Karl Loomis	"	"

SHEARMAN SCHOOL NEIGHBORHOOD PARK

(16)

NAME	ADDRESS	CONTACT #
Mary Jo Ours	119 Plum Street Marshall, MI	781-9045
David C. Ours	119 Plum St, Marshall, MI	781-9045
Kathleen Lambrix	546 Hill Rd	781 3349
Emily Ours	507 Clinton St. Marshall	579-9045
BEN F. LARK	10300 - 17 Mile Rd. MARSHALL, MI.	781-9401
Jessie Saunders	16007 N. Dr. South Marshall, MI	269-689-4399
Linda Smith	21197 17 1/2 Mile Rd Marshall Mi	267-781-6780
Tuva Ramon	20693 B Drive N Marshall MI	269-278-4854
Michelle E Parks	1038 Lowe Dr Marshall Mi 49068	269-275-4742
Mary Pike	527 Sherman Dr	789-1449
Eric Lothamer	115 Plum St Marshall MI	789-0070
Barb Troyer	115 Plum St	789-0070
Jocelyn Jay	115 Plum St	789-0070
Carol Tucker	110 Plum St	269 209 9895
Gene Tucker	110 Plum St	269-209 9895
Curt Roebuck	318 West Mansion	269-248-4188

SHEARMAN SCHOOL NEIGHBORHOOL PARK

(10)

NAME	ADDRESS	CONTACT #
[illegible]	325 N. Eagle	789-0126
Patricia Franke	208 W. Prospect	789-2801
JEFF KARNS	839 N. WOODED LN	781-8603
Julie BOLEN	1055 LOWE DR	789-9142
Richard [illegible]	348 WESTBROOK DR	781-2264
BRUCE SMITH	315 WESTBROOK	789 0327
Polly Hearley	224 N KALAMAZOO	789-0665
Rick Hearley	224 N. KALAMAZOO	7890665
Sharon Karns	839 N Wooded Ln	7818603
Sara L. Bentley	510 East Drive ~~269-781-8901~~	269-781-8901

SHEARMAN SCHOOL NEIGHBORHOOL PARK

(6)

NAME	ADDRESS	CONTACT #
KENNETH MACHATA	537 COSMOPOLITAN	781 2606
ROBERTA S. MACHATA Roberta S. Machata	537 Cosmopolitan, Marshall	781-2606
Ralph A Niehaus	14959 CIDRN	781-2921
DAN McFADDEN MARILYN McFADDEN	16493 HUBBARD RD. " " "	781-6348 " "

SHEARMAN SCHOOL NEIGHBORHOOL PARK

(6)

NAME	ADDRESS	CONTACT #
Stacy Tucker	717 Prospect	269-781-5020
Jacob Brubaker	717 Prospect	Stacy's son wants a park - He's 14 and plays basketball there
Molly Crow	720 N. Gordon	206-0991
Char LaValley	729 W Mansion	269-275-3647
Brent Tucker	1331 Orchard Dr	269-789-0535
Veronica [illegible]	729 W. Mansion	789-0535
		789-9368

CITY OF Marshall Michigan

ADMINISTRATIVE REPORT
February 21, 2012 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

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

SUBJECT: Hangar Lease Agreement

BACKGROUND: The City of Marshall was approached by the owners of Griswold Aviation LLC in regards to a long term lease agreement for the two maintenance hangars along with additional space behind the main hangar. This space was previously occupied by Calhoun Aviation and has been vacant for over a year.

Griswold Aviation LLC was founded by Craig Griswold in 2007. Griswold Aviation specializes in piston aircraft maintenance, inspection, repair, and modification. Craig graduated from Western Michigan University with a BS degree in aviation maintenance in 2002. Since starting Griswold Aviation, Craig has established a loyal client base including private plane owners, flight schools, and business owners. The company has grown at an average rate of 25% per year and now maintains 60+ aircraft. Currently Craig takes the maintenance shop to the airplane. This business model is no longer practical and limits growth. For that reason Craig has made the strategic decision to establish a maintenance shop at a local airport.

The attached lease agreement has been reviewed by the City Attorney and also representatives from Griswold Aviation and represents the most advantageous relationship to both parties. Below are some highlights from the agreement:

- Griswold Aviation LLC will take possession on the hangar on April 1, 2012 and the term of the agreement will be for 3 years with options to extend the lease annually for an additional 3 years.
- The rent for the first year will be $1, escalating to $150 in year two and $300 in year three and continuing through year 4 through 6. This arrangement was designed to give Griswold Aviation an advantage while helping the City of Marshall to recoup some "make ready" expenses.
- Griswold will be responsible for the electrical upgrades that are necessary in order to make the leased space up to code.
- Griswold will be required to supply the City of Marshall with a security deposit of $500.
- Griswold Aviations LLC will be responsible for the utilities to the hangar. This will save the city approximately $4,000 annually.

In order to make the hangar ready to house a long term tenant Griswold Aviation LLC has requested the following repairs and updates be performed prior to possession:

- Insulate ceiling that separates the tool room from upstairs apartment. Three quotes where received:
  Quality Insulation - $1,650
  Weatherwise Foam - $2,025
  Polar Insulation - $3,010
- Miscellaneous painting. This will be completed by the airport manager with a cost of $900

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

- Replace security door, six door knobs w/ locks, and a window. It is proposed that this work be completed by Get 'er Done Construction for a total cost of $891. Get 'er Done Construction has recently completed the airport apartment improvements.
- Insulate the north wall of the maintenance hangar. This will be completed by the Airport Manager with a cost of $85
- Replace ceiling tiles in tool room. This will be completed by the Airport Manager with a cost of $375

The total cost of the improvements that the City of Marshall is responsible for is approximately $5,000, which can be paid for out of the current fiscal year 2012 budgeted funds.

In aid Griswold Aviation LLC to raise the necessary capital funds to upgrade the electrical components in the maintenance hangar it is proposed that council approve the City of Marshall to cosign a loan through the Marshall Economic Development Corporation managed by the LDFA for an amount not to exceed $9,000. It is staff opinion that this is action is justified because the city will retain the benefit of the upgraded electrical system if the tenant defaults on the loan.

The agreement has been discussed at the Airport Board and a resolution of support has been adopted.

RECOMMENDATION: Staff recommends that City Council authorize the Clerk-Treasurer to sign the attached agreement with Griswold Aviation LLC for the rental of the maintenance hangar at Brook Field and to cosign a loan from the Economic Development Corporation Fund for an amount not to exceed $9,000.

FISCAL EFFECT: To increase/(decrease) the revenue and expenditure budgets for the following line items for the proposed lease:

Airport Fund (General Fund):

295-895-921	Utilities – Gas	(1,000)	Expenditure
295-895-922	Utilities – Electric, Water, Sewer	(500)	Expenditure
295-895-931	Building Maintenance	1,000	Expenditure

ALTERNATIVES: As suggested by Council.

Carl Fedders
Director of Public Services

John Riske
Airport Manager

Tom Tarkiewicz
City Manager

AIRPORT HANGAR LEASE AGREEMENT

THIS AGREEMENT, made as of _____, 2012 between the City of Marshall, a Michigan municipal corporation of 323 W. Michigan Avenue, Marshall, Michigan 49068, hereinafter called "City", and Griswold Aviation LLC, a Michigan limited liability company of 11659 S 30th Street, Vicksburg, Michigan 49097 hereinafter called "Tenant" is as follows:

It is mutually covenanted and agreed by and between the parties hereto as follows, to-wit:

1. LOCATION: City, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant a portion of premises ("Leased Premises") in the City of Marshall, Calhoun County, Michigan, described in Exhibit A attached hereto, which is located at Brooks Memorial Airport, which is owned by City. The Leased Premises shall be those areas marked exclusive and secure use of "GRISWOLD." During the term of this Lease, Tenant shall also have non-exclusive access to the areas listed under "Access included to" on Exhibit A, which is incorporated by reference.

2. POSSESSION AND TERM: Tenant shall be given possession of the Leased Premises and the term of this Agreement shall commence on the 1st day of April, 2012 and end on the 31st day of March, 2015 after which tenant shall be given the option to extend the lease annually for up to three additional lease years. As used herein the term "Lease Year" shall be a period of twelve (12) consecutive calendar months commencing on April 1st and ending on March 31st of the following year.

3. RENT:

A. The rent for exclusive and secure areas for the term of this agreement shall be the sum of One Dollar ($1.00) per month, during the first twelve months of the lease. During the thirteenth through the 24th months the rent shall be the sum of One Hundred Fifty Dollars ($150.00) per month. During the 25th through 72nd months of the lease, if extended, the rent shall be Three Hundred Dollars ($300.00) per month. Rent is due on or before the first day of each month of the lease.

B. Rent for space in the Main Hangar, as listed under "Access Included To" on Exhibit A, will be $3.00 per day on an as needed basis.

C. In addition to the above mentioned rental payment; Tenant will be responsible for electical upgrades. Any energy optimization program funds resulting from the electrical upgrade received by the City will be credited to Tenant.

4. SECURITY DEPOSIT: Tenant shall, immediately upon execution of this agreement, deposit the sum of Five Hundred ($500.00) Dollars with the City as a security deposit. City shall hold this deposit and refund it to Tenant, without interest, upon the conclusion of this lease and any extension hereof, subject to Tenant's compliance with all of the terms of this agreement.

5. TERMINATION: Upon not less than ninety (90) days written notice to the other party, either the City or Tenant shall have the right to terminate this Agreement at the City's or Tenant's option for cause. Cause is defined as:

A. Failure to comply with any material term of this agreement, following notice by the City or Tenant of non-compliance and a failure to cure the non-compliance within 30 days from the notice.

B. Violation by Tenant or City of any State or Federal statute relating to and interfering with the Tenant's ability to meet the requirements of this agreement.

C. Unauthorized assignment of this agreement to another entity or individual.

6. USE, REPAIRS, REPLACEMENT, MAINTENANCE AND SERVICE: Tenant covenants that the Leased Premises shall be used, occupied and operated for aircraft maintenance and repair, sale of aircraft parts, sale of aircraft oil and related uses, and for no other purpose or purposes without the prior written consent of City. Tenant shall not serve, or permit the possession or use of, alcoholic beverages or any other controlled substances on the Leased Premises.

City, at its sole expense, shall maintain the structural portion of all buildings on the Leased Premises in good repair and make all necessary repairs and replacements to all buildings, including but not limited to electrical, mechanical, heating and plumbing equipment, roof and Griswold's areas, parking areas, grounds, landscaping and sidewalk areas. Tenant shall maintain the interior of the Leased Premises in a clean and safe condition. This shall not be interpreted to mean that it is responsible for other than daily maintenance and minor repairs. City shall be responsible for the removal of snow and ice from runways and taxiways. The City, at its sole expense, shall remove snow and ice from all driveways, parking, areas, sidewalk areas, tiedown areas and apron or ramp areas at City's sole expense. All City owned equipment used by Tenant shall be stored by Tenant on the Leased Premises without cost to the City and shall at all times remain on airport property, unless prior authorization is obtained from the City.

The City shall continue during the term of this lease and all extensions to be responsible for the fuel storage and fuel sales equipment. This responsibility shall specifically include responsibility to maintain the equipment in full compliance with all State and Federal environmental laws and regulations. All care, maintenance and replacement of the fuel tanks and distribution systems and, if necessary, environmental remediation relating to this equipment and its use, shall be the sole duty of the City.

Tenant is required by the terms of this lease to offer general maintenance service for piston engine powered airplanes on a regular and consistent basis.

7. UTILITIES: The cost of heat, air conditioning, electrical service, water and sewer and natural gas provided to the Leased Premises shall be paid by Tenant.

8. INSURANCE: Tenant shall pay for, and keep in force, a hangarkeepers liability insurance policy, premises liability policy, products liability, business integration, and completed operations policy in an amount not less than $1Million with an insurance company subject to the reasonable approval of City. City shall be named as an additional insured on such policy(s) and such policy(s) shall specifically provide that City shall be given at least thirty (30) days notice prior to cancellation, non-renewal or change in the types and amounts of coverages of such insurance.

9. TAXES: Tenant shall be liable for the payment of personal property taxes on any personal property owned by it on the Leased Premises. Tenant shall not be liable for real estate taxes or special assessments on the Leased Premises.

10. ASSIGNMENT CHANGE OF OWNERSHIP: Tenant shall not assign this Agreement or any right hereunder, or hypothecate or mortgage the same, or sublet the Leased Premises, or any part thereof, without the prior written consent of City.

Any assignment, hypothecation, mortgage or subletting without the said written consent shall give City the right to immediately terminate, this Agreement and reenter and repossess the Leased Premises.

The provisions of this paragraph shall not apply to leases or rental agreements with aircraft owners using the hangar or tie-down facilities on the Leased Premises. All such leases or rental agreements shall, however, provide that they are and will be terminable by City upon the expiration or termination of this Agreement.

11. ALTERATIONS AND FIXTURES: Except as specifically permitted herein, Tenant shall make no alterations and/ or additions or improvements to the Leased Premises without first obtaining the prior written consent of City. All facilities constructed by Tenant and all additions and improvements made by Tenant shall become the property of City on the expiration or termination of the Agreement or the termination of occupancy of the Leased Premises. In the event that Tenant, as part of the written approval obtained from the City prior to installation of an addition to or improvement of the Leased Premises shall obtain the City's approval for total or partial reimbursement by the City of the cost of said improvement or addition as a long-term capital improvement to the Leased Premises pursuant to a written amortization schedule, the City shall, upon expiration or termination of the Agreement or termination of occupancy of the Leased Premises reimburse Tenant for said long-term capital improvement in such amounts and on such bases as are set forth in the written approval obtained by Tenant from the City.

12. LIABILITY AND INDEMNITY: All personal property in or on the Leased Premises shall be at the risk of Tenant only and, without limiting the foregoing, City shall not be liable for any damage to persons or property sustained by Tenant or other persons due to buildings or any part or appurtenance thereof becoming out of repair or arising from the bursting or leaking of water, gas or steam pipes or breakage or failure of any electrical circuits, or of any act or neglect of Tenant or any occupants of any building or any other person, or due to the happening of any accident in, on or about said building, nor for any loss by theft or burglary. Tenant covenants and agrees that it will defend, indemnify and save City harmless from any liability for injury to persons or property suffered by anyone upon the Leased Premises during the term of this Agreement or any renewal thereof so long as such injury is not the result, direct or indirect, of one or more negligent or willful acts or omissions of City, its agents, employees or invitees.

13. MUTUAL RELEASE: Anything in this Agreement to the contrary notwithstanding, it is agreed that each party (the Releasing Party) hereby releases the other party (the Released Party) from liability which the Released Party would, but for this paragraph, have had to the Releasing Party during the term of this Agreement, resulting from the occurrence of any accident or occurrence or casualty (i) which is covered by a fire and extended coverage policy, or an all risk of direct physical loss policy, or (ii) covered by any other insurance being

carried by the Releasing Party at the time of such occurrence; provided that such release shall not invalidate such insurance coverage.

14. LIQUIDATED DAMAGES: Should Tenant wrongfully withhold possession of the Leased Premises from City after the termination of this Agreement and written notice to vacate the Leased Premises given by City to Tenant, the damages for which Tenant shall be liable to City for such detention shall be and are hereby liquidated (for the period of such detention) at a sum equal to Fifty and 00/100 ($50.00) Dollars per day during such term. Five (5) days notice of intent to impose such damages shall be given to Tenant by City, pursuant to the notice provisions hereof.

15. IMPROPER USE; HAZARDOUS SUBSTANCES: Tenant shall not conduct or permit to be conducted on the Leased Premises any business which is contrary to any laws or regulations of the United States or the State of Michigan or contrary to local ordinances. Tenant shall not, by any act or by neglect in or about the Leased Premises, infringe any laws or regulations of the United States or the State of Michigan or local ordinances or the regulations of any public authority, and shall save City harmless from any damage accruing to it from the failure of Tenant fully to keep this covenant.

Any aircraft fuel or other substances used in the operation and maintenance of aircraft shall be stored only in such containers as shall be approved by City, and strictly in accordance with all laws and regulations of any governmental entity having jurisdiction over such storage. In the event that; during the term of this Agreement, the Leased Premises shall be in any way contaminated by any hazardous or toxic substance, as defined in any existing or hereinafter enacted law or regulation governing hazardous or toxic substances, and such contamination shall be the result of any willful or negligent act or omission on the part of Tenant or any employee of Tenant or any person engaged by Tenant, all costs of clean-up of such contamination of the Leased Premises and any adjoining premises contaminated thereby, shall be borne by Tenant. Such costs shall include all actual costs of clean-up and any related costs incurred by City including, but not limited to, reasonable attorney fees; and Tenant hereby covenants and agrees to defend, indemnify and hold City harmless from any and all loss, cost, expense, damage or claim of whatever name or nature and however the same shall be deemed to have arisen with respect to such contamination, so long as such loss, cost, expense, damage or claim is not the result, direct or indirect, of one or more negligent or willful acts or omissions of City, its agents, employees or invitees.

16. DAMAGE OR DESTRUCTION: If, during the Agreement term, the buildings or improvements on, in or appurtenant to the Leased Premises at the commencement of the term, or. thereafter erected, shall be destroyed or damaged in whole or in part by fire or other cause, City shall, to the extent of available insurance coverage, promptly repair, replace and rebuild the same, as nearly as possible to the character of the buildings and improvements existing immediately prior to such occurrence.

Restoration shall commence as soon as any insurance payments shall have been received and necessary permits shall have been obtained. City shall be responsible to undertake all necessary action to render the Leased Premises safe and secure immediately after any damage shall occur and to demolish damaged and dangerous structures and remove debris. Provided, however, that in no event shall City be liable to Tenant or any third party for any damages,

including, but not limited to, for the injury of any person, the damage or destruction of any of Tenant's property or the property of any third party or for damages due to business interruption.

17. LIENS: Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of City, or upon any interest of City in the Leased Premises or in the buildings or improvements thereon; it being agreed that should Tenant cause any alterations, rebuildings, replacements, changes, additions, improvements or repairs to be made to the Leased Premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither City nor the Leased Premises shall, under any circumstances, be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuildings, replacements, changes, additions, improvements and repairs, and labor and material, shall be made, furnished and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to contractors, laborers and suppliers furnishing and performing such labor and material. If, because- of any act or omission (or alleged act or omission) of Tenant, any construction or other lien, charge or order for the payment of money shall be filed against the Leased Premises or any building or improvements thereon, or against City, or any conditional bill of sale or security agreement may exist with respect to any building equipment or any materials used in the construction or alteration of, or installed in, any such building or improvement (whether or not such lien) charge or order, conditional bill of sale or security agreement is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice thereof.

18. DEFAULT AND REENTRY: Tenant shall observe and perform all the conditions and agreements herein contained to be observed and performed by Tenant. If default shall be made by Tenant in the payment of rent, additional rent, or in the performance of any of said conditions or agreements, or if Tenant shall become insolvent, or if bankruptcy, receivership or other insolvency proceedings shall be begun by or against Tenant, or if Tenant shall abandon or vacate the Leased Premises before the end of the term, then City shall be entitled to reenter the Leased Premises, and Tenant' right to enter shall be suspended. Such reentry and suspension shall not operate as an eviction or cancellation of this Agreement.

Tenant shall pay to City, in addition to any sums due hereunder, reasonable attorney's fees and court costs incurred by City in enforcing City's rights hereunder, if City shall prevail in any enforcement proceeding.

19. CITY'S INSPECTION: City shall have the right to enter the Leased Premises and buildings thereon at reasonable times to exhibit or examine the same, but City must give Tenant reasonable notice (at least one day) prior to entry, except in an emergency situation.

20. WAIVER BY CITY: No waiver of any condition of this Agreement shall be implied from City's omission to declare forfeiture or default on account of its violation, if such violation be continued or repeated. No express waiver shall affect any other than the conditions specified, and then only as specifically stated.

21. PERSONAL PROPERTY AFTER TERMINATION: If Tenant shall fail to remove all of its personal property from the Leased Premises after termination of this Agreement for any cause whatsoever, City may, at its option, remove the same in any manner that City shall choose, and store said property without liability to Tenant for loss thereof, and Tenant agrees to

pay City on demand any and all expenses incurred in such removal, including court costs and reasonable attorney's fees and storage charges on such effects for any length of time the same shall be in City's possession; or City may at its option, without notice, sell said property, or any of the same, at private sale and without legal process, for such price as City may obtain and apply the proceeds of such sale upon any amounts due under this Agreement from Tenant to City and upon the expense incident to the removal and sale of said effects. Any remaining balance shall be paid to Tenant.

22. TERMINATION DUE TO FACTORS BEYOND CITY'S CONTROL: In the event that, for any reason, this Agreement shall be deemed or declared invalid by any Court or by the State of Michigan, or by the United States Government, then the same shall be deemed forthwith terminated, without compensation to Tenant. In the event that ownership and/ or control of the Leased Premises shall, for any reason, be placed in the hands of the State of Michigan, the United States Government or any other public entity, this Agreement may be terminated at the election of the entity assuming control of the Leased Premises.

23. REMEDIES NOT EXCLUSIVE: All rights and remedies of City and Tenant herein shall be cumulative, and none shall be exclusive of any other rights and remedies allowed by law.

24. NOTICES: Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party upon the other, such notice or demand shall be in writing and shall be deemed to have been duly given or served upon deposit in the United States Mail, postage prepaid, and addressed as follows:

To City:	City Manager City of Marshall Town Hall 323 West Michigan Avenue Marshall, Michigan 49068
To Tenant	Griswold Aviation LLC 11659 S. 30th Street Vicksburg, MI 49097

25. SIGNS: Tenant shall comply with applicable ordinances regarding signage on the premises.

26. CONDITION OF PREMISES: Subject to the requirements contained in Paragraph 6, above, the Leased Premises shall be delivered to Tenant in "as is" condition and without any representation by City as to the condition; provided, however, that this provision does not in any way limit or alter the City obligations to keep and maintain the properties in a condition to allow the Tenant to fully utilize them in the manner intended by this agreement.

27. CITY'S ADVANCES: If Tenant shall default in any payment or expenditure required to be paid or expended by Tenant under the terms hereof, City may, at its option, make such payment or expenditure, in which event the amount thereof shall be payable as rental to City by Tenant on the next ensuing rent day, together with interest at twelve (12%) percent per annum from the date of such payment or expenditure by City until repayment thereof. On default in such payment, City shall have the same remedies as on another default hereunder.

28. PEACEFUL POSSESSION: Tenant on paying the rentals herein provided and performing all the covenants and agreements herein contained to be performed by it in the manner and at the time set therefore shall and may peacefully and quietly have, hold and occupy the Leased Premises for the term aforesaid.

29. REPRESENTATIONS: No agreement shall be binding upon either party unless made in writing and signed by it. No representation, guarantee or warranty, except such as is herein contained, nor any collateral agreement hereto shall be binding unless the same be in writing and shall refer to this Agreement.

30. AMENDMENT; INCORPORATION BY REFERENCE: This Agreement may not be amended or modified, except by an agreement in writing signed by both parties. Notwithstanding the foregoing, if the laws of the State of Michigan or of the United States, or any regulation promulgated pursuant to such laws, shall render any provision of this Agreement invalid, or shall require that any provision of this Agreement be amended, then the provision rendered invalid shall be deemed automatically eliminated, and any amendment automatically made to conform to such laws and regulations. This Agreement incorporates by reference any and all necessary provisions required by any law of the State of Michigan, or of the United States, or any regulation promulgated thereunder.

31. NON-EXCLUSIVE: Nothing contained herein shall be construed to grant or authorize the granting of an exclusive right prohibited by the constitution or laws of the State of Michigan, or the United States, or any regulation promulgated thereunder, and City reserves the right to grant to others the privilege and right of conducting any one or all of the activities listed herein, or any other activity of a similar nature, on the Airport property.

32. PARTIAL INVALIDITY: If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

33. CAPTIONS, ETC.: The captions in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as in any way affecting it. All negotiations, considerations, representations and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the parties. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall-include the feminine and neuter genders.

34. BINDING ON SUCCESSORS, ETC.: The covenants, conditions and agreements made and entered into by the parties hereto shall inure to the benefit of and shall be binding upon their respective heirs, legal representatives, successors and assigns, as the case may be. If more than one person signs this Agreement as Tenant or City, the provisions hereof shall bind them jointly and severally.

35. INTERPRETATION: This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan, applicable to contracts made and to be performed in the State of Michigan and without reference to conflicts of laws rules. This Agreement has been executed and reviewed by both parties and after opportunity for both parties

to have it reviewed by legal counsel of their choice. None of the provisions of this Agreement shall be interpreted against either party solely by reason of the fact that legal counsel for such party shall have drafted any such provision.

36. WARRANTY OF AUTHORITY: The persons executing this Agreement on behalf of Tenant hereby personally represent and warrant that they have the authority to do so and to thereby bind Tenant. For breach of such warranty, such persons shall be liable to City for all loss, cost, expense, damage or claim, including reasonable attorney fees and expenses.

37. TIME OF THE ESSENCE: Time is of the essence of this Agreement.

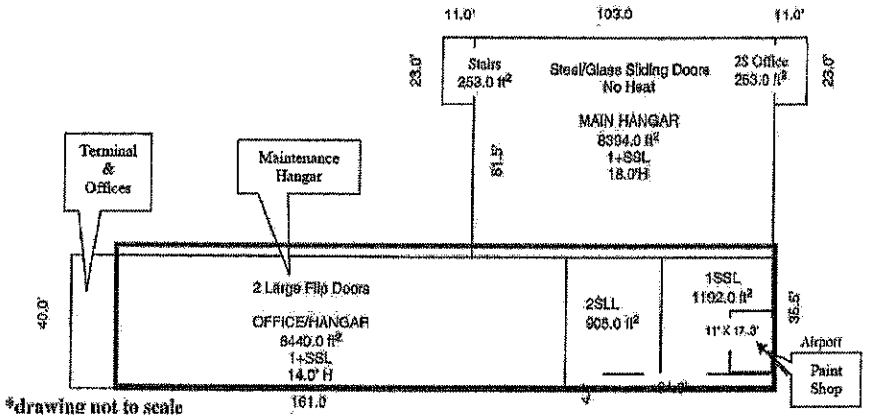
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Griswold Aviation LLC	City of Marshall
By: Craig Griswold	By: Sandra Bird
Its: Member	Its: City Clerk
Date:	Date:

EXHIBIT A

Brooks Field – 1243 S. Kalamazoo Avenue, Marshall, MI 49068

(Description of area used by Griswold)



Exclusive and Secure Areas

Exclusive and secure areas are the areas outlined in red, (Maintenance Hangar, 2SLL, 1SSL, and Paint Shop) in the diagram above.

Access Included To:

Tenant shall have non-exclusive access to the areas designated as "**Main Hangar**" when necessary to service aircraft that will not fit into the leased maintenance hangar space.

CITY OF Marshall Michigan

ADMINISTRATIVE REPORT
February 21, 2012 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

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

SUBJECT: Electric Franchise Agreements

BACKGROUND: The City of Marshall supplies electricity into all four neighboring townships. Below is a breakdown of the number of meters that are currently serviced in each community:

Township	Number of Meters
Fredonia Township	250
Marengo Township	90
Marshall Township	90
Eckford Township	40
Total	470

The majority of these meters are residential and represents approximately 10% of the total number of meters on the system.

In May of 1982 the City of Marshall's Board of Public Works entered into a thirty year franchise agreement with these four townships. The agreement allowed the City of Marshall the non-exclusive right to erect, operate and maintain components of the electrical system along public places in these townships. The agreements also allowed future township residents the opportunity to choose service providers (depending on location).

The City Attorney was consulted and a new agreement was drafted which is almost identical to the agreement thirty years ago. One difference that should be highlighted is the request by Eckford Township for additional language designating the agreement as revocable. By state statute, these agreements are revocable because the approval did not require voter support.

Attached to this report are executed copies of the agreement with Marshall Township, Fredonia Township, and Marengo Township. A final version of the Eckford Township agreement has been approved by the township board but has not been received by the City.

RECOMMENDATION: It is recommended that the City Council authorize the Mayor and the City Manager to sign the franchise agreement with Fredonia, Marengo, Marshall, and Eckford Townships for a term of 30 years.

FISCAL EFFECT: None at this time.

ALTERNATIVES: As suggested by Council.

Carl Fedders
Director of Public Services

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

ADMINISTRATIVE REPORT
February 21, 2012 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Memorandum of Understanding for a Community Wide Economic Development Strategic Partnership

BACKGROUND: Representatives from the City, Marshall Local Development Finance Authority (LDFA), the Marshall Downtown Development Authority (DDA), and the Marshall Area Chamber of Commerce (MACC) have had discussions concerning a Community Wide Economic Partnership. The Nonprofit Alliance has offered to assist in a process toward a strategic partnership.

The attached resolution supporting a Memorandum of Understanding agrees to:

- Explore economic collaborating to create improved efficiencies;
- Explore moving organizations and their services to a Central location;
- Explore consolidated services model into a centralized seamless process;
- Explore how boundaries can be eliminated between groups;
- Explore how we can Institutionalize events throughout the Marshall community;
- Explore how we can seamlessly provide a concierge level process to those who visit and wish to establish business in the Marshall Community;
- Maintaining our primary organization mission and focus.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution supporting the Memorandum of Understanding for a Community Wide Economic Development Strategic Partnership.

FISCAL EFFECT: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz
City Manager

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CITY OF MARSHALL, MICHIGAN
RESOLUTION #2012-

MEMORANDUM OF UNDERSTANDING FOR A COMMUNITY WIDE ECONOMIC DEVELOPMENT STRATEGIC PARTNERSHIP

WHEREAS, Facilitation services by the Nonprofit Alliance, an organizational technical assistance and support program in Calhoun County, the Marshall City Council commits itself for a period of six (6) months from March 1, 2012 to participating in a process of good faith discussions toward a potential strategic partnership with the Marshall Area Chamber of Commerce.

WHEREAS, The involvement of the City of Marshall will include participation of its Economic Development Authorities; the Marshall Downtown Development Authority, and the Marshall Local Development Finance Authority, through their respective Boards.

WHEREAS, During that time, the Marshall City Council will not enter into any other similar discussions with any other party, nor will it make any material changes affecting the organization or its leadership, without fully informing, in advance where possible, the other parties to these discussions.

WHEREAS, The Marshall City Council and the other parties to these discussions are forming a Task Force to explore potential strategic partnerships and to conduct the discussions and negotiations about such partnerships.

WHEREAS, The Marshall City Council delegation to the Task Force shall consist of:

Mayor James Dyer

City Manager Tom Tarkiewicz

WHEREAS, At the end of the six-month period, if not sooner, the Task Force will submit its report and recommendations to the full board of the Marshall City Council.

WHEREAS, Upon request by the Task Force, the six-month period may be extended by vote of the Marshall City Council board.

NOW, THEREFORE, BE IT RESOLVED, The Board of the Marshall City Council agrees to:

- Explore economic collaborating to create improved efficiencies;
- Explore moving organizations and their services to a Central location;
- Explore consolidated services model into a centralized seamless process;
- Explore how boundaries can be eliminated between groups;
- Explore how we can Institutionalize events throughout the Marshall community;
- Explore how we can seamlessly provide a concierge level process to those who visit and wish to establish business in the Marshall Community;
- Maintain our primary organization mission and focus.

Dated: February 21, 2012

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed seal of said City of Marshall, this the 21st day of February, 2012.

_____

Sandra Bird, Clerk Treasurer