

CITY OF TECUMSEH
COUNCIL MEETING
TECUMSEH CITY HALL
DECEMBER 7, 2015
7:30 P.M.
AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of Agenda
5. Welcome Guests
6. Public Comment Re: Items on the Agenda
7. Report of the City Manager
8. Consent Agenda: (All matters listed under item #8 are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. However, if discussion is desired, that item will be removed from the consent agenda and will be considered separately. (roll call)
 - A. Approve Council minutes from the regular meeting held November 16, 2015
 - B. Employees Retirement System – Actuarial Valuation as of June 30, 2015
 - C. Employees Retirement System – Actuarial Information for GASB Statement 67
 - D. Tecumseh Retirement System Annual Report
9. New Business:
 - A. Resolution Re: Approve payment of bills (roll call)
 - B. Resolution Re: Renewal of Community Arts of Tecumseh Lease Agreement
 - C. Resolution Re: Appointee to Lenawee Solid Waste Committee (roll call)
 - D. Resolution Re: Terminate Inactive ICMA Accounts (roll call)
 - E. Resolution Re: Tecumseh Business Office Hours
10. Public Comment Re: Items not on the Agenda
11. Miscellaneous business
12. Adjournment

The City of Tecumseh provides for reasonable accommodations for its programs, services and meetings under Title VI of its Non-Discrimination Policy and Limited English Proficiency Policy, with an advance 7 day notice to Joe Tuckey at 517 424 6555.



To: Tecumseh City Council
From: Joe Tuckey, Acting City Manager
Subject: City Manager's Report
Date: December 7, 2015

Tecumseh Center for the Arts

The TCA is hopping in December!

Tecumseh Pops Orchestra and Community Chorus take the stage on Sunday, December 6 at 4 pm for their annual holiday concert. Tickets are \$10 for adults, \$8 youth and seniors.

Nutcracker Ballet performances are scheduled Thursday December 10, through Saturday December 12. Tickets are \$15 for adults, \$13 youth and seniors. Also of note for the Nutcracker Ballet:

- Kohl's Foundation has awarded the TCA with a \$500 grant for the Nutcracker Ballet. In addition, Kohl's will send volunteers to a performance to assist with ushering
- Shopko Foundation has awarded the TCA with a \$250 grant for the Nutcracker Ballet.
- Hat's off to TCA Technical Director, Karen Bunch; Karen applied for both of the grants.

Celebrate the Holidays with the TCA Big Band and VocalAires on Sunday, December 6 at 4 pm. Tickets are \$10 for adults, \$8 youth and seniors.

Still time to purchase season tickets; for \$100 you will receive premier seating at each of our National Touring Shows plus two TCA Big Band & VocalAires concerts. Call the box office at 517-423-6617 or visit the TCA online at www.thetca.org.

Parks and Recreation

Still time to enter the Best Lights on the Block contest. Nominate your yard or your neighbors by Thursday, December 10. Pick up an entry form at Martin's, J-Bar Hobbies, Daily Grind, City Hall or the AJ Smith Recreation Center. Drop off nominations at City Hall or AJ Smith Recreation Center. Winners will be notified on Monday, December 21 and receive a gift card to a local restaurant.

On Tuesdays and Thursdays if you participate in an adult fitness class at the AJ Smith Recreation Center and need child care during the class for your kids ages 5 and up, we have you covered! Bring your kids to Cardio Care: \$3 or \$2 for city residents. We will keep them entertained and engaged while you attend cardio classes.

Candlelight walk through Indian Crossing Trails is scheduled for Saturday, December 19, from 7 to 8:30 pm. Cost of the hike is \$5 per person and includes hot cocoa, and the opportunity to stop and read poetry. We will feature a poem by local artist extraordinaire, Gregg Perez along the way. After the

hike, J. Trees Cellars, maker of wine and hard ciders, will offer live entertainment and warm snack specials after the hike; what a great way to warm up and celebrate the holiday season! J. Trees Cellars is located inside the historic Hayden Mill Building, adjacent to Globe Mill Pond.

Street Department

The Street Department has been busy hanging lights downtown, cutting and trimming trees, and street sweeping when possible as weather allows.

They are also currently in the process of trying to wrap up the Consumers project.

City Manager's Office

The new "Video Tour of Tecumseh" is live on the **mytecumseh.org web site**. There are six video segments that talk about what Tecumseh has to offer visitors, new residents or prospective new business owners. The videos were put together by CGI Communications with the help of Marketing Coordinator Linda Hewlett and Economic Development Director Paula Holtz.

We do want to thank several local businesses for their support with purchasing ad space on the site. Visitors can click on any of the businesses and be taken to their web page or video.

Please note:

The final date for yard waste collection in the city will be Wednesday, December 9th.

CITY OF TECUMSEH
COUNCIL MEETING
NOVEMBER 16, 2015
TECUMSEH CITY HALL
7:30 P.M.

The meeting was called to order by Mayor Baker.

Mayor Baker led the Pledge of Allegiance.

Roll call was taken as follows:

PRESENT: Mayor Baker, Council members Fox, Harmon, Keiser, Naugle, Philo,
and Wimple.

ABSENT: None.

Guests were welcomed to the meeting by Mayor Baker.

Mayor Baker welcomed new council member Gayle Keiser, appointed Vicki Philo as Mayor Pro-Tem, and reappointed member Gary Naugle.

Motion Naugle and seconded Harmon, to approve the November 16, 2015 agenda as presented. Motion carried unanimously.

Motion Wimple and seconded Philo, to receive and place on file the report of the City Manager. The following items were added or discussed: 1) Parks & Recreation upcoming programs; and 2) Update on meetings with new City Manager. Motion carried unanimously.

RESOLUTION

CITY COUNCIL OF THE CITY OF TECUMSEH RESOLVES: To adopt the Consent Agenda, approving, receiving and placing on file the following: (1) City Council minutes from the regular meeting held November 2, 2015; (2) Budget Report; (3) October 2015 Report of the Police Department; and (4) October 2015 Report of the Fire Department.

RESOLUTION was offered by Council member Harmon and supported by Council member Naugle. A roll call vote was taken as follows:

YES: Harmon, Keiser, Naugle, Philo, Wimple, Baker, and Fox.

NO: None.

RESOLUTION DECLARED ADOPTED.

Council member Naugle commended Troy Stern and Joe Tuckey on their monthly reports, noting that they were well done and easy to read.

RESOLUTION

CITY COUNCIL OF THE CITY OF TECUMSEH RESOLVES: To approve the November 16, 2015 list of bills to be paid.

RESOLUTION was offered by Council member Naugle and supported by Council member Harmon. A roll call vote was taken as follows:

YES: Keiser, Naugle, Philo, Wimple, Baker, Fox, and Harmon.

NO: None.

RESOLUTION DECLARED ADOPTED.

RESOLUTION

CITY COUNCIL OF THE CITY OF TECUMSEH RESOLVES: To approve the Special Event/Land Use Application submitted by the Tecumseh Area Chamber of Commerce to hold the 33rd Annual Christmas Parade in Downtown Tecumseh on Friday, December 4, 2015 beginning at 7:00 p.m., and to allow the Santa House to be located in Adams Park on or after November 18, 2015 and to remove it prior to January 30, 2016.

RESOLUTION was offered by Council member Naugle and supported by Council member Harmon.

YES: Baker, Fox, Harmon, Keiser, Naugle, Philo, and Wimple.

NO: None.

RESOLUTION DECLARED ADOPTED.

RESOLUTION

CITY COUNCIL OF THE CITY OF TECUMSEH RESOLVES: To authorize the Acting City Manager to submit the Economic Vitality Incentive Program.

RESOLUTION was offered by Council member Keiser and supported by Council member Harmon.

YES: Baker, Fox, Harmon, Keiser, Naugle, Philo, and Wimple.

NO: None.

RESOLUTION DECLARED ADOPTED.

RESOLUTION

CITY COUNCIL OF THE CITY OF TECUMSEH RESOLVES: To authorize the City Manager and City Clerk to sign the attached letter of agreement with the Police Officers Labor Council and the Operating Engineers in regards to the 2016 employee health insurance cost sharing plan. Further, the same plan will be required of all non-union employees as well that are eligible for City health insurance.

RESOLUTION was offered by Council member Naugle and supported by Council member Wimple.

YES: Baker, Fox, Harmon, Keiser, Naugle, Philo, and Wimple.

NO: None.

RESOLUTION DECLARED ADOPTED.

RESOLUTION

CITY COUNCIL OF THE CITY OF TECUMSEH RESOLVES: To adopt the attached resolution which allows the city to comply with Public Act 152 of 2011 by opting out.

RESOLUTION was offered by Council member Philo and supported by Council member Naugle. A roll call vote was taken as follows:

YES: Baker, Fox, Harmon, Keiser, Naugle, Philo, and Wimple.

NO: None.

RESOLUTION DECLARED ADOPTED.

RESOLUTION

CITY COUNCIL OF THE CITY OF TECUMSEH RESOLVES: To authorize the City Manager to modify the Medical Benefit Plan Waiver policy to provide a 25% payment to employees who opt out of the City's health insurance program.

RESOLUTION was offered by Council member Wimple and supported by Council member Harmon.

YES: Baker, Fox, Harmon, Keiser, Naugle, Philo, and Wimple.

NO: None.

RESOLUTION DECLARED ADOPTED.

RESOLUTION

CITY COUNCIL OF THE CITY OF TECUMSEH RESOLVES: To appoint Jack Baker to the Tecumseh Retirement Board to serve as one of the two council members trustees and to serve at the pleasure of the City Council.

RESOLUTION was offered by Council member Naugle and supported by Council member Fox. A roll call vote was taken as follows:

YES: Wimple, Baker, Fox, Harmon, Keiser, Naugle, and Philo.

NO: None.

RESOLUTION DECLARED ADOPTED.

During Miscellaneous Business, Council member Philo reminded Council members that anyone interested in riding in the Christmas parade should inform her so she can be sure to have enough vehicles available.

Motion Naugle and seconded Harmon, to adjourn the meeting at 7:50 p.m. Motion carried unanimously.

Jackson L. Baker, Mayor

Jessica Emrick, City Clerk



Agenda Item Review Form
City Council
City of Tecumseh


Agenda Item Number: 9. New Business, Item A	Submitted by: Joseph C. Tuckey
Item: December 7, 2015 Check Register	Department: City Managers Office

Summary:
Approve the December 7, 2015 list of bills to be paid.

Recommendation:
RESOLUTION
The City Council of the City of Tecumseh hereby resolves:
to approve the December 7, 2015 list of bills to be paid.

Council Action:
 Approved
 Denied
 Continued

Bid/Purchase Item:
 Budgeted \$ _____
_____ Page(s) in FY Budget
 Not Budgeted


Signature

Acting City Manager
Title

12/1/15
Date

12/03/2015

CHECK REGISTER FOR CITY OF TECUMSEH
CHECK NUMBERS 57045 - 99999

Check Date	Check	Vendor Name	Description	Amount
Bank TEC ACCOUNTS PAYABLE				
11/19/2015	57045	BLUE CROSS BLUE SHIELD OF MICH	HEALTH/DENTAL PREMIUM-DEC 2015	42,658.63
11/19/2015	57046	BUSCH'S INC	PARKS-PROG SUPPLIES-4-	60.22
11/19/2015	57047	JOHN DEERE FINANCIAL	CEM/WW/EQ MTC-SUPPLIES-5-	178.81
11/19/2015	57048	HOBBY LOBBY STORES INC	PARKS-PROG SUPPLIES	27.49
11/19/2015	57049	THE LINCOLN NATL LIFE INS CO	LIFE INS PREMIUM-DEC 2015	338.10
11/19/2015	57050	MIDWEST ENERGY COOPERATIVE	UTILITIES-11-	829.51
11/19/2015	570S1	OFFICE MAX INCORPORATED	ELECTION SUPPLIES	58.20
11/19/2015	S7052	CORINNE STAVISH	TCA-TELLABRATION STIPEND	400.00
11/23/2015	57053	PNC BANK, N.A.	DDA BOND-INTEREST PAYMENT	6,039.47
11/24/2015	570S4	BANKCARD PROCESSING CENTER		
		CHEAPER THAN DIRT	POLICE-SLINGS/MOUNTS	220.73
		CROWNE PLAZA HOTEL	EMS-LODGING FOR ARSON SCHOOL	636.00
		FULL COMPASS SYSTEMS LTD	TCA-LAMP SOCKET ASSY	136.76
		FABRICARE CLEANERS	PARKS-DRYCLEANING-3-	50.00
		GRAINGER	PUBLIC ART-CORNER BRACE	20.83
		MI ASSOC OF CHIEFS OF POLICE	POLICE-WINTER CONFERENCE	230.00
		MI ASSOC OF CHIEFS OF POLICE	POLICE-ANNUAL RENEWAL FEE	115.00
		AMAZON.COM	COFFEE (EMPLOYEE REIMB)	103.10
		AMAZON.COM	TCA-TAPER CANDLE	31.86
		AMAZON.COM	PARKS-MOUTHGUARD/ACORNS/BULBS	215.46
		AMAZON.COM	BRACKETS FOR ART PANELS	38.36
		MICROSOFT CORPORATION	EXCHANGE/OFFICE 365-OCT 2015	245.16
		LAMINATOR.COM	ECON DEV-LAMINATING FILM	69.98
		PARK PLACE HOTEL	EMS-LODGING FOR FIRE TRAINING	283.94
		AV NOW	PARKS-PORTABLE SOUND SYSTEM	349.00
		CASEYS WOOD PRODUCTS	PARKS-TEA LIGHTS	27.70
		DISCOUNT DANCE SUPPLY	TCA-DANCE SUPPLIES	701.66
		LPS COMPUTER SERVICES	ECON DEV/BLDG-PRINTER REPAIR PARTS	113.52
		PAAM	POLICE-TRAINING REGISTRATION	50.00
		SAUCE ITALIAN GRILL & PUB	TCA-GIFT CERT	50.00
		STADRI EMBLEMS	TCA-PRINCESS SUPPLIES	169.50
		THREE DUDES & DINNER	MSHDA LUNCH	70.09
		VISTA PRINT	TCA-BUSINESS CARDS	4.99
			TOTAL BANKCARD PROCESSING	3,933.64
11/24/2015	57055	CONSUMERS ENERGY	UTILITIES-6-	12,457.95
11/24/2015	57056	GBS INC	ELECTION SUPPLIES-2-	248.36
11/24/2015	570S7	KIWANIS CLUB OF TECUMSEH	TCA-TICKET SALES	710.00
11/24/2015	57058	MICHIGAN BUILDING & RESTORATION	RENTAL REHAB-CONTRACT SERVICES	80,000.00
11/24/2015	57059	MT BUSINESS TECHNOLOGIES INC	EMS-COPY CHGS	5.26
11/24/2015	57060	U S BANK EQUIPMENT FINANCE	CITY HALL/EMS-COPIER LEASE-2-	421.00
11/24/2015	57061	ANDERSON DISTRIBUTING COMPANY	TCA-CONCESSION BEVERAGES	203.80
12/01/2015	57062	POSTMASTER, TECUMSEH	WATER/SEWER BILLING-GREEN AREA	441.62
12/02/2015	57063	CONSUMERS ENERGY	UTILITIES-45-	14,066.66
12/07/2015	57064	PATRICIA ALBER	TCA-NUTCRACKER STIPEND	1,100.00
12/07/2015	57065	ALL AMERICAN SEWER & DRAIN SVC	CITY HALL-SEWER REPAIRS	225.00
12/07/2015	57066	ARCHBOLD EQUIPMENT COMPANY	EQ MTC-SUPPLIES	187.00

12/07/2015	57067	AUTO-WARES GROUP	WW/EQ MTC-SUPPLIES-19-	779.67
12/07/2015	57068	BAILEY'S WATER CARE LLC	EMS-SOFTENER SALT	51.10
12/07/2015	57069	KAREN BASILE	PARKS-INSTRUCTOR FEES-NOV 2015	227.00
12/07/2015	57070	BELL EQUIPMENT COMPANY	EQ MTC-SUPPLIES-2-	969.55
12/07/2015	57071	BILL WHITE ROOFING LLC	PERMIT PB2015-221-408 E LOGAN	23.75
12/07/2015	57072	BART BRADLEY	PARKS-INSTRUCTOR FEES-NOV 2015	142.00
12/07/2015	57073	BRADY SAND & GRAVEL INC	WATER-MASON SAND	75.40
12/07/2015	57074	ANGELICA CALIN	PARKS-INSTRUCTOR FEES-NOV 2015	66.00
12/07/2015	57075	CHEMCO PRODUCTS INC	WW-POLYMER	279.60
12/07/2015	57076	CITY OF TECUMSEH	2015 WINTER TAX-824 N EVANS	339.57
12/07/2015	57077	CRUISERS	POLICE-LIGHTING UPGRADE	821.75
12/07/2015	57078	MARK DEMING	TCA-NUTCRACKER STIPEND	150.00
12/07/2015	57079	DOAN COMPANIES	WATER-CONCRETE-2-	1,510.00
12/07/2015	57080	DOWNTOWN PRINTING	EMS/BLDG SVC-BUSINESS CARDS/FORMS-:	208.00
12/07/2015	57081	SARA DREWS	TCA-NUTCRACKER STIPEND	500.00
12/07/2015	57082	EVANS LAKE HEATING & COOLING INC	HVAC PREVENTATIVE MTC	4,737.50
12/07/2015	57083	F & S LANDSCAPE INC	EMS/PARKS/BLDG SVC-5SUPPLIES-4-	938.00
12/07/2015	57084	FASTENAL COMPANY	EQ MTC-SUPPLIES	174.75
12/07/2015	57085	ROBYN FISHER	PARKS-INSTRUCTOR FEES-NOV 2015	147.00
12/07/2015	57086	FLATLANDERS SCULPTURE SUPPLY	PARKS-BIKE RACK/INSTALLATION	1,000.00
12/07/2015	57087	GBS INC	ELECTION SUPPLIES	2,814.00
12/07/2015	57088	HARRISON BROS INC	TCA-BATTERIES/TAPE	215.97
12/07/2015	57089	I.T. RIGHT INC	EMS-ACTIVE 911 SWITCH	40.80
12/07/2015	57090	IHEART MEDIA	ECON DEV-ADVERTISING-REIMB BY CBA	408.00
12/07/2015	57091	INSIGNIA GRAPHICS INC	POLICE-AUTO GRAPHICS	525.00
12/07/2015	57092	INTERNATIONAL CODE COUNCIL INC	BLDG SVC-MEMBERSHIP DUES	135.00
12/07/2015	57093	JEFF'S AUTO GLASS	EQ MTC-VEHICLE REPAIRS	226.81
12/07/2015	57094	JONES & HENRY LABORATORIES	WW-MERCURY TEST	250.00
12/07/2015	57095	JTV INC	TCA-PUBLICITY	659.00
12/07/2015	57096	HELENE KNIERIM	TCA-NUTCRACKER STIPEND	1,100.00
12/07/2015	57097	RHEA O'TOOLE KUPISZ	PARKS-INSTRUCTOR FEES-NOV 2015	199.00
12/07/2015	57098	LENAWEE COUNTY	PERFORATED PAPER	58.96
12/07/2015	57099	LENAWEE COUNTY CLERK	ELECTION EXPENSES	534.01
12/07/2015	57100	LENAWEE COUNTY TREASURER	RED MILL POND 2015 DRAIN ASSESSMENT	4,451.52
12/07/2015	57101	RACHEL LEWIS	PARKS-INSTRUCTOR FEES-NOV 2015	173.00
12/07/2015	57102	LITTLE GARDEN CLUB OF TECUMSEH	TCA-OUTSIDE WREATHS	40.00
12/07/2015	57103	LIVINGSTON MICROGRAPHICS LLC	WW-LAMPS/RECYCLE PAK	2,111.57
12/07/2015	57104	MAPERS	MEMBERSHIP RENEWAL	100.00
12/07/2015	57105	MCGOWAN ELECTRIC SUPPLY	PARKS-LIGHT BULBS	42.70
12/07/2015	57106	MCMASTER-CARR	WW-SWITCHES	285.53
12/07/2015	57107	MICH RECREATION & PARK ASSOC	PARKS-MEMBERSHIP DUES	405.00
12/07/2015	57108	MICHIGAN ASSESSORS ASSOCIATION	ASSESSOR-RENEWAL CERTIFICATION	65.00
12/07/2015	57109	MICHIGAN MUNICIPAL LEAGUE	EXECUTIVE SEARCH FEES	15,000.00
12/07/2015	57110	MICHIGAN STATE FIREMENS ASSOC	EMS-MSFA DUES	75.00
12/07/2015	57111	STATE OF MICHIGAN	POLICE-FINGERPRINTS	268.50
12/07/2015	57112	STATE OF MICHIGAN	TCA-NOV 2015 BEER/WINE SALES TAX	1.14
12/07/2015	57113	STATE OF MICHIGAN	MI-DEAL MEMBERSHIP	180.00
12/07/2015	57114	MT BUSINESS TECHNOLOGIES INC	CITY HALL/PARKS-COPY CHGS-2-	994.47
12/07/2015	57115	NELSON TRANE	WW-BLOWER MOTOR	291.53
12/07/2015	57116	ANYA NOVESKEY	TCA-NUTCRACKER STIPEND	1,100.00
12/07/2015	57117	O'HARA CHRYSLER	EQ MTC-AUTO PARTS-5-	389.76
12/07/2015	57118	OLD NATIONAL WEALTH MANAGEMENT	2005 MTF BOND INTEREST PYMT	5,055.00
12/07/2015	57119	A5HLEY PALMER	TCA-NUTCRACKER STIPEND	1,100.00
12/07/2015	57120	PEPSI-COLA COMPANY	TCA-CONCESSION SUPPLIES	273.96
12/07/2015	57121	PINNACLE IRRIGATION INC	LOCAL-SPRINKLER REPAIR	95.00

12/07/2015	57122	RADANT'S ELECTRIC LLC	CITY HALL/EMS-LIGHTING/WIRING/SMOKI	1,262.50
12/07/2015	57123	REHMANN ROBSON-SAGINAW OFFICE	FY 2014-15 AUDIT-FINAL PYMT	5,535.00
12/07/2015	57124	ANNAMIA RUMLEY	TCA-NUTCRACKER STIPEND	1,625.00
12/07/2015	57125	SERVICE LAMP CORP	PARKS-BULBS	94.15
12/07/2015	57126	STAFFORD BUILDING PRODUCTS	WATER-DOOR/FRAME	690.00
12/07/2015	57127	STAPLES ADVANTAGE	CITY HALL/PARKS/WW/TCA-SUPPLIES-13-	1,640.10
12/07/2015	57128	STATE INDUSTRIAL PRODUCTS	EMS/PARKS/WW-SUPPLIES-3-	559.72
12/07/2015	57129	STATE STREET TITLE AGENCY, LLC	UB refund for account: ONE2-000108-000I	25.81
12/07/2015	57130	STERICYCLE INC	EMS-BIO HAZARD WASTE REMOVAL	307.68
12/07/2015	57131	LAURIE STOIANOWSKI	TCA-NUTCRACKER STIPEND	1,250.00
12/07/2015	57132	SUBURBAN CHEVROLET	EQ MTC-AUTO SUPPLIES	17.55
12/07/2015	57133	TEC AREA CHAMBER OF COMMERCE	ANNUAL DUES	425.00
12/07/2015	57134	TECUMSEH HERALD	PARKS-ANNUAL SUBSCRIPTION	39.00
12/07/2015	57135	TETRA TECH INC	WW-ENGINEERING-ASSET MGMT-2-	3,641.53
12/07/2015	57136	TLS PRODUCTIONS INC	TCA-LIGHTING GELS	70.00
12/07/2015	57137	TRI COUNTY BLOCK & BRICK INC	WATER-BLOCK	1,126.80
12/07/2015	57138	USA BLUEBOOK	WATER-LAB SUPPLIES	157.56

TEC TOTALS:

Total of 94 Checks:	235,863.99
Less 0 Void Checks:	0.00
Total of 94 Disbursements:	<u>235,863.99</u>

**CITY COUNCIL MEETING
DECEMBER 7, 2015**

ACCOUNTS PAYABLE	12/7/2015	\$235,863.99
PAYROLL	11/25/2015	\$122,721.19
SOCIAL SECURITY TAXES	11/25/2015	\$9,346.29
WORKERS COMP	11/25/2015	\$2,302.24
EMPLOYEE RETIREMENT	11/25/2015	\$21,216.38
PAYROLL-ELECTION WORKERS	11/13/2015	\$5,500.00
WORKERS COMP-ELECTION WORKERS	11/13/2015	\$16.78
PAYROLL-VOLUNTEER FIREFIGHTERS	12/1/2015	\$29,805.00
SOCIAL SEC TAXES-VOL FIREFIGHTERS	12/1/2015	\$76.50
WORKERS COMP-VOLUNTEER FIREFIGHTERS	12/1/2015	\$1,610.91
PAYROLL-FIREFIGHTER HOLIDAY PAY	12/1/2015	\$3,200.64
SOC SEC TAXES-FIREFIGHTER HOL PAY	12/1/2015	\$244.85
WORKERS COMP-FIREFIGHTERS HOL PAY	12/1/2015	<u>\$94.42</u>

TOTAL: **\$431,999.19**

PAYROLL	11/25/2015	\$85,383.79
A/C PAYABLE - C.M.	12/7/2015	\$90,101.61
SOCIAL SECURITY TAXES	11/25/2015	\$6,493.06
WORKERS COMP	11/25/2015	\$1,864.31
EMPLOYEE RETIREMENT	11/25/2015	\$15,090.20
PAYROLL-ELECTION WORKERS	11/13/2015	\$5,500.00
WORKERS COMP-ELECTION WORKERS	11/13/2015	\$16.78
PAYROLL-VOLUNTEER FIREFIGHTERS	12/1/2015	\$29,805.00
SOCIAL SEC TAXES-VOL FIREFIGHTERS	12/1/2015	\$76.50
WORKERS COMP-VOLUNTEER FIREFIGHTERS	12/1/2015	\$1,610.91
PAYROLL-FIREFIGHTER HOLIDAY PAY	12/1/2015	\$3,200.64
SOC SEC TAXES-FIREFIGHTER HOL PAY	12/1/2015	\$244.85
WORKERS COMP-FIREFIGHTERS HOL PAY	12/1/2015	\$94.42
TR-EQUIP RENTAL -		\$0.00
TR-EQUIP MTC-Q/E		<u>\$0.00</u>

TOTAL GENERAL FUND **\$239,482.07**

PAYROLL	11/25/2015	\$0.00
A/C PAYABLE - C.M.	12/7/2015	\$171.16
SOCIAL SECURITY TAXES	11/25/2015	\$0.00
WORKERS COMP	11/25/2015	\$0.00
EMPLOYEE RETIREMENT	11/25/2015	\$0.00
TR-EQUIP RENTAL -		\$0.00
TR-TRUNKLINE MTCE-QUAR		<u>\$0.00</u>

TOTAL MAJOR STREET & TRUNKLINE FUND **\$171.16**

PAYROLL	11/25/2015	\$0.00
A/C PAYABLE - C.M.	12/7/2015	\$95.00
SOCIAL SECURITY TAXES	11/25/2015	\$0.00
WORKERS COMP	11/25/2015	\$0.00
EMPLOYEE RETIREMENT	11/25/2015	\$0.00
TR-EQUIP RENTAL -		\$0.00
TR-TRUNKLINE MTCE-QUAR		<u>\$0.00</u>

TOTAL LOCAL STREET FUND **\$95.00**

PAYROLL	11/25/2015	\$5,606.55
A/C PAYABLE - C.M.	12/7/2015	\$2,084.82
SOCIAL SECURITY TAXES	11/25/2015	\$427.62
WORKERS COMP	11/25/2015	\$17.37
EMPLOYEE RETIREMENT	11/25/2015	\$1,035.16
TR-EQUIP MTC-Q/E		<u>\$0.00</u>

TOTAL ECONOMIC DEVELOPMENT FUND **\$9,171.52**

PAYROLL	11/25/2015	\$6,880.65
A/C PAYABLE - C.M.	12/7/2015	\$823.49
SOCIAL SECURITY TAXES	11/25/2015	\$525.78
WORKERS COMP	11/25/2015	\$45.30
EMPLOYEE RETIREMENT	11/25/2015	\$746.36
TR-EQUIP MTC-Q/E		<u>\$0.00</u>

TOTAL DEVELOPMENT SERVICES FUND **\$9,021.58**

PAYROLL	11/25/2015	\$13,017.01
A/C PAYABLE - C.M.	12/7/2015	\$23,045.14
SOCIAL SECURITY TAXES	11/25/2015	\$995.78
WORKERS COMP	11/25/2015	\$199.23
EMPLOYEE RETIREMENT	11/25/2015	\$2,619.57
WATER/SEWER BILLING	DEC 2015	\$93,418.33
TR-EQUIP RENTAL -		<u>\$0.00</u>

TOTAL WASTEWATER FUND **\$133,295.06**

PAYROLL	11/25/2015	\$6,600.85
A/C PAYABLE - C.M.	12/7/2015	\$9,727.09
SOCIAL SECURITY TAXES	11/25/2015	\$504.96
WORKERS COMP	11/25/2015	\$145.65
EMPLOYEE RETIREMENT	11/25/2015	\$1,177.98
WATER/SEWER BILLING	DEC 2015	\$56,803.00
TR-EQUIP RENTAL -		<u>\$0.00</u>

TOTAL WATER FUND **\$74,959.53**

PAYROLL	11/25/2015	\$0.00
A/C PAYABLE - C.M.	12/7/2015	\$3,247.62
SOCIAL SECURITY TAXES	11/25/2015	\$0.00
WORKERS COMP	11/25/2015	\$0.00
EMPLOYEE RETIREMENT	11/25/2015	\$0.00

TOTAL EQUIPMENT FUND **\$3,247.62**

PAYROLL	11/25/2015	\$0.00
A/C PAYABLE - C.M.	12/7/2015	\$0.00
SOCIAL SECURITY TAXES	11/25/2015	\$0.00
WORKERS COMP	11/25/2015	\$0.00
EMPLOYEE RETIREMENT	11/25/2015	\$0.00
TR-EQUIP RENTAL -		<u>\$0.00</u>

TOTAL SPECIAL ASSESSMENT FUND **\$0.00**

A/C PAYABLE - C.M.	12/7/2015	<u>\$59.19</u>
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TOTAL DDA PUBLIC ART FUND **\$59.19**

PAYROLL	11/25/2015	\$5,232.34
A/C PAYABLE - C.M.	12/7/2015	\$15,414.40
SOCIAL SECURITY TAXES	11/25/2015	\$399.09
WORKERS COMP	11/25/2015	\$30.38
EMPLOYEE RETIREMENT	11/25/2015	\$547.11
TR-EQUIP RENTAL -		<u>\$0.00</u>

TOTAL TECUMSEH CIVIC AUDITORIUM FUND **\$21,623.32**

A/C PAYABLE - C.M.	12/7/2015	<u>\$0.00</u>
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TOTAL ANDREW J. SMITH FUND **\$0.00**

PAYROLL	11/25/2015	\$0.00
A/C PAYABLE - C.M.	12/7/2015	\$0.00
SOCIAL SECURITY TAXES	11/25/2015	\$0.00
TR-EQUIP RENTAL -		<u>\$0.00</u>

TOTAL DOWNTOWN DEVELOPMENT AUTHORITY \$0.00

A/C PAYABLE - C.M.	12/7/2015	<u>\$5,055.00</u>
TOTAL 2005 MTF DEBT SERVICE FUND		\$5,055.00

A/C PAYABLE - C.M.	12/7/2015	<u>\$0.00</u>
TOTAL TECUMSEH TECH & BUSINESS PARK FUND		\$0.00

PAYROLL	11/25/2015	\$0.00
A/C PAYABLE - C.M.	12/7/2015	\$0.00
SOCIAL SECURITY TAXES	11/25/2015	\$0.00
WORKERS COMP	11/25/2015	<u>\$0.00</u>

TOTAL MEMORIAL DAY PARADE FUND \$0.00

PAYROLL	11/25/2015	\$0.00
A/C PAYABLE - C.M.	12/7/2015	\$0.00
SOCIAL SECURITY TAXES	11/25/2015	\$0.00
WORKERS COMP	11/25/2015	\$0.00
EMPLOYEE RETIREMENT	11/25/2015	\$0.00
TR-EQUIP RENTAL -		<u>\$0.00</u>

TOTAL MUNICIPAL PURCHASE FUND, SERIES 2004 \$0.00

A/C PAYABLE - C.M.	12/7/2015	<u>\$80,000.00</u>
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TOTAL ECON DEV REHAB PROJ FUND \$80,000.00

PAYROLL	11/25/2015	\$0.00
A/C PAYABLE - C.M.	12/7/2015	\$0.00
SOCIAL SECURITY TAXES	11/25/2015	\$0.00
WORKERS COMP	11/25/2015	\$0.00
EMPLOYEE RETIREMENT	11/13/2015	<u>\$0.00</u>

TOTAL WEST CHICAGO STREETScape PROJECT FUND \$0.00

A/C PAYABLE - C.M.	12/7/2015	\$0.00
TR-EQUIP RENTAL -		<u>\$0.00</u>

TOTAL CAPITAL IMPROVEMENT FUND \$0.00

A/C PAYABLE - C.M.	12/7/2015	<u>\$6,039.47</u>
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TOTAL DDA DEBT RETIREMENT FUND \$6,039.47

A/C PAYABLE - C.M.	12/7/2015	<u>\$0.00</u>
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DDA DEBT RETIREMENT FUND \$0.00

A/C PAYABLE - C.M.	12/7/2015	<u>\$0.00</u>
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TOTAL TEC BROWNFIELD REDEVP FUND \$0.00



**Agenda Item Review Form
City Council
City of Tecumseh**

Agenda Item Number: 9. New Business, Item B	Submitted by: Shelley Lim
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Item: Renewal of Community Arts of Tecumseh Lease agreement	Department: Parks and Recreation
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Summary:

Since March of 2010, Community Arts of Tecumseh, a 501 (c)(3) membership based non-profit organization, has used the house located at John W Smith Park. Residents in Tecumseh and throughout Lenawee, Jackson, Hillsdale, and Washtenaw Counties, have visited the art center to participate in a wide array of art classes.

Community Arts of Tecumseh would like to remain at the John W Smith house and renew the current lease agreement for a twelve month period, beginning on January 1, 2016. The terms, conditions and lease rate will remain the same.

Recommendation:

RESOLUTION

THE CITY COUNCIL OF THE CITY OF TECUMSEH RESOLVES:

Approve the renewal of the lease agreement between Community Arts of Tecumseh and the City of Tecumseh for the use of the house at John W Smith Park, beginning on January 1, 2016 and ending on December 31, 2016. The terms, conditions and lease rate will remain the same as were in place in 2015. Further, the Mayor and City Clerk are authorized to sign the lease agreement.

Council Action:

Approved
 Denied
 Continued

Bid/Purchase Item:

Budgeted \$ _____
 _____ Page(s) in FY Budget
 Not Budgeted

Shelley Lim
Digitally signed by Shelley Lim
 DN: cn=Shelley Lim, o=City of Tecumseh, ou=administration@tecumseh.mi.us, c=US
 Date: 2015.12.10 11:17:21 -0500

Signature

Joseph Tuckey
Digitally signed by Joseph Tuckey
 DN: cn=Joseph Tuckey, o=City of Tecumseh, ou=Fire Department, email=jtuckey@tecumseh.mi.us, c=US
 Date: 2015.11.23 09:42:01 -0500

Signature

CLS Director
 Department Head

Acting City Manager
 City Manager

11/18/2015
 Date

11/23/2015
 Date

LEASE OF SMITH HOUSE BUILDING

THIS AGREEMENT is made and entered in to this _____ day of _____, 2015, by and between THE CITY OF Tecumseh, whose offices are located at 309 E. Chicago, Tecumseh, Michigan 49286, hereinafter referred to as "LESSOR"; and the Community Art of Tecumseh, whose registered address is 804 North Evans Street, Tecumseh, Michigan, hereinafter referred to as "TENANT."

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. PREMISES: That LESSOR lets to and TENANT leases the following described premises:

The structure commonly referred to as the Smith House, located at 804 North Evans, Tecumseh, Michigan. This lease applies to the house structure. The City will have the right to utilize any portion of the barn and park land as it determines necessary.

2. TERM: That the term of this lease shall be 12 months, commencing January 1, 2016 and ending December 31, 2016, at 12:00 o'clock p.m. local premises time; and

3. RENTAL RATE AND PAYMENT: That TENANT shall pay to the LESSOR, in advance, the sum of \$500 per month, totaling \$6000 per year for sole use of the Smith House. If at any point, during the lease agreement, the tenant feels they cannot pay the \$500 monthly rate, the lease will be restructured in the following way: The TENANT agrees to pay \$300 per month for shared use of the house at John W. Smith Park. Shared use will allow the LESSOR to rent out the facility, up to 26 times annually, primarily on the weekends, to individuals interested in hosting private functions such as; showers, graduation parties, birthday parties, and other uses determined by the LESSOR. The rental income generated from these uses will not be shared with the TENANT. The LESSOR'S use of the building will not reduce the TENANT'S financial responsibilities included in this agreement, including but not limited to Section 4. The LESSOR will have the right to relocate tables, chairs, displays and other items that are movable in order to make space available for its rentals or usage. The LESSOR will be responsible to restore the interior room space, organization, and placement, as it was found.

4. FURTHER, the TENANT shall also assume one hundred percent (100%) of the natural gas, electric, water, sewer and refuse charges billed to the premises address, payable by the TENANT upon billing from the

provider. TENANT shall pay One Hundred percent (100%) of all telephone, telecommunications, cable or other such services, including all installation charges for the telephone lines, facsimile, data transmission lines and devices or other related equipment or utilities provided on or to said premises. TENANT shall have such accounts for services it unilaterally contracts for in its own name. TENANT shall not allow any such utility or service charge to become a lien against the LESSOR'S real property.

5. CONDITION OF PREMISES: That TENANT has inspected and accepts said premises "as is" in their present condition, and to make no alterations or additions to same without the prior express, written consent of LESSOR. TENANT further agrees that the premises are in good repair and in clean and safe condition and fully comply with all of TENANT'S pre-lease requirements as of the date hereof. The TENANT further agrees to commit no waste thereon, to obey all laws, regulations and ordinances affecting the use and occupancy of said premises and to repay LESSOR the full cost of all repairs, including labor and materials, made necessary by the negligent, careless or intentional use or misuse of said premises by TENANT, its agents, employees, members, guests, invitees or trespassers and to surrender said premises at the termination of this LEASE in good and like condition as when taken, only reasonable wear and tear and unavoidable damage from the elements accepted. Further, TENANT expressly agrees to maintain said premises in a neat, clean, safe and orderly manner at all times so as to keep the same safe and presentable at all times. LESSOR shall not be required to make any improvements to the present condition of the building; and

6. ACCESS: That the right of reasonable access to the let premises at reasonable time on prior notice is reserved unto LESSOR and/or its agents to inspect, repair, maintain, alter or exhibit or show said premises, all without undue interference of any kind by TENANT; and

7. DESTRUCTION OF PREMISES: That in the event said premises are condemned or wholly or partially destroyed by fire, wind, storm or otherwise, LESSOR shall have the sole and exclusive right and option to repair said premises in a reasonably timely manner or to declare this LEASE terminated and of no further force and effect, in which latter event, payment of rent shall be abated and repaid to TENANT on a pro-rata basis from the date of such destruction, subject to any claims which LESSOR may have against the TENANT; and

8. OTHER REQUIREMENTS:

- A. LESSOR will coordinate use of park/land area with TENANT so that conflicts in scheduling and parking are avoided.
- B. The LESSOR will provide TENANT with a single person as a main point of contact.
- C. Use of building and this agreement is subject to conditions contained in the agreement between the City of Tecumseh and the A.J. Trust. The LESSOR will also review all agreements with the Trustee.
- D. TENANT will provide the LESSOR with a single individual as a main point of contact.
- E. TENANT will not serve, consume or distribute alcohol in the building or in the park.
- F. Natural wood floor and finish will not be modified in any way.

9. INDEMNITY: That TENANT will protect, save and hold LESSOR harmless and indemnified against and from any penalty, loss, claim, damage, charge, judgment or other cost, including, without limitation, attorney fees, arising from or in any way connected with the let premises, their condition, use, misuse, or other negligence or intentional acts of TENANT, its agents, employees, members, guests, invitees, or trespassers and shall obtain commercially available insurance in an adequate and reasonable amount against the same and name the LESSOR as an additional insured therein; and

10. CONTENTS AND DAMAGE TO PERSONAL PROPERTY: That the TENANT and not the LESSOR shall be liable for the loss or damage to fixtures, furnishings, appliances, equipment inventory, or other personal property or the contents in, on, or about the premises from and cause or causes whatsoever, and it shall be the exclusive responsibility of the TENANT to commercially insure the same in an adequate amount and to name the LESSOR as an additional insured thereon. Provided further that the TENANT shall provide written proof of such insurance to the LESSOR on request. Provided still further that any such policy of insurance shall require that the LESSOR shall be notified by such insurance carrier in writing within three (3) business days of any cancellation thereof; and

11. PERSONAL INJURY: That the TENANT and not the LESSOR shall be liable and responsible for any damage to said premises, property thereon, or injuries to persons occurring on or about said premises or caused by or arising from the use or condition of the same or the negligent or

intentional acts of any persons on the premises and shall commercially insure against the same with a company and in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence. The TENANT shall further save and hold the LESSOR safe and harmless from any cost, liability, claim, judgment, without limitation, including attorneys' fees or other expenses arising there from, incidental or related thereto. Provided further that the TENANT shall provide written proof of such insurance to the LESSOR on request. Provided still further that any such policy of insurance shall require that the LESSOR shall be notified by such insurance carrier in writing within three (3) business days of any cancellation thereof; and

12. OTHER INSURANCE: That the LESSOR shall secure and at all times during the term hereof, maintain at its own expense, Comprehensive Municipality Liability and Property insurance on the building erected at 804 N. Evans Street, in an amount at least equal to the fair market value of the same; and

13. WORKER'S COMPENSATION: That the TENANT shall at all times during the term of this lease insure and continuously keep insured for the amounts of compensation and liabilities specified in the Worker's Compensation Act of the State of Michigan, without any lapse whatsoever, each and all of employees of the TENANT and all other persons whatsoever working in, on or out of the let premises, and all the insurance shall be obtained in advance of commencement of any work in, on, or from, the premises by any employee or other person. Failure of TENANT to so obtain and maintain such insurance shall be considered a material and substantial breach hereof which shall at the sole opinion of the LESSOR constitute a basis for termination of this LEASE; and

14. MECHANIC'S / MATERIALMEN'S LIENS: That the TENANT nor anyone claiming by, through or under it shall have the right to file or place or allow to be filed or placed a mechanic's or materialmen's lien of any kind or character whatsoever upon the let premises or upon the building or improvements thereon, and notice is hereby given that no contractor, subcontractor, or anyone else that may furnish any material, service, or labor for any buildings or improvements, alterations, repairs or any parts thereof at any time shall be or become entitled to any lien thereon whatsoever. And, for the further security of LESSOR, said TENANT agrees to give actual notice of this prohibition in advance to any and all contractors, subcontractors, or other persons, firms or corporations that may furnish any such material, service or labor on said premises; and

15. COMPLIANCE WITH ALL LAWS, ETC.: That the use and condition of said premises by the TENANT shall at all times during the term hereof strictly comply with all applicable state, county and local noise, health,

foodservice, zoning, use, sanitary, environmental, occupancy, signage, and all other laws, ordinances, and regulations; and

16. SNOW AND ICE REMOVAL / LANDSCAPING: TENANT shall at all times, keep the sidewalks and entrances adjacent to the premises clear of snow and ice at its own cost and expense and shall be liable for any property damage or personal injury, including but not limited to fines and penalties imposed by the LESSOR, caused by or resulting from its failure to do so. FURTHER LESSOR will assume the responsibility of clearing snow from driveways and parking areas surrounding the premises with the understanding that this will be accomplished only after all major streets and roadways in the City are cleared;

FURTHER, LESSOR will assume all responsibility for mowing and maintenance of the lawn areas during the growing season, with the TENANT to assume responsibility for planting, weeding, watering, and maintaining all bedding on and around the building at 804 N. Evans.

17. MAJOR MAINTENANCE AND REPAIRS: It shall be the responsibility of the LESSOR to keep and maintain the basic structure of the premises in good and substantial repair and it shall pay for and/or perform at its own cost and expense all reasonably necessary major maintenance and repair on the same, including the foundation, roof, heating system, water, and other major components of the building. It shall be the responsibility of the TENANT to promptly notify the LESSOR of the need for any such repairs; and

18. MINOR MAINTENANCE AND REPAIRS: It shall be the responsibility of the TENANT to keep the premises in good order and adequate repair and it shall promptly perform or secure and pay for at its own cost and expense all minor maintenance and repair, including but not limited to prompt replacement of furnace filters, light bulbs, smoke/fire detectors and batteries for the same, damaged walls, ceilings, floors, woodwork, drywall, wallpaper, carpeting, plumbing, lighting fixtures, and all other minor electronic repair to the premises and affixed appliances or similar such items, as well as trapping, removal and/or extermination of any and all insects or rodents or other wildlife that may enter the premises. In default thereof, it shall be the responsibility of the TENANT to promptly notify the LESSOR of the need for any such repairs, and the LESSOR or its agents may enter the premises with or without notice and may, but are not required to, perform such minor maintenance or repairs, and the TENANT agrees to pay the LESSOR for all of the same, including reasonable costs and expenses incidental thereto, causing by or arising there from; and

19. TELEPHONE, FAX AND OTHER COMMUNICATION WIRING: That if the TENANT desires telephone, facsimile, data lines or cable connections, LESSOR reserves the right to direct electricians as to where and how the wires are to be installed, and without any such direction, no boring or

cutting of the walls or floors of the premises for wires or other purposes will be permitted; and

20. GLASS: That the TENANT acknowledges that the glass now on the premises is whole and in good condition. LESSOR agrees to replace the glass with the same size, kind and quality any and all glass now or hereinafter in the premises that may become damaged or broken for any reason whatsoever, including all glass broken by fire or the elements. TENANT agrees to promptly inform LESSOR of any broken glass in need of repair; and

21. SIGNAGE: That the TENANT may place such signs or logos on the building on the premises with prior approval of the LESSOR so long as such placement does not damage the building and is in compliance with all applicable City sign ordinances and requirements. PROVIDED FURTHER that the TENANT shall be responsible for all costs and expenses associated with the installation of said signage and the electrical requirements therefore and the removal thereof and repair of any damage caused thereby upon expiration of this LEASE; and

22. CLEANING: That TENANT shall be liable for and shall promptly pay at its own cost and expense One Hundred percent (100%) of the cost of janitorial services for the premises; and

23. ADDITIONS, IMPROVEMENTS, NON-TRADE FIXTURES: The TENANT agrees that no additions, improvements, alterations, paneling, partitions, or decorations shall be made in or to the premises without the express written approval of the LESSOR; and

24. RENEWAL CLAUSE: If Lessee desires to renew the lease upon the premises herein described, the Lessee shall provide a written request to renew the lease six (6) months prior to the termination of this lease, at which time the parties will negotiate the terms and conditions of such renewal. It is hereby acknowledged that the Lessor and Lessee will consider additional renewals of this lease at the end of the lease period.

25. SURRENDER OF POSSESSION: That at the end of the term hereof, TENANT will quit and surrender the let premises to the LESSOR in good repair, presentable order and clean condition as on the date of commencement hereof, except for ordinary wear and unavoidable damage from the elements. PROVIDED FURTHER that the TENANT shall promptly deliver all keys to all locks on the let premises to the LESSOR. In the event the TENANT fails to promptly do so the TENANT shall be liable to pay the cost of the installation of new keys and locks.

26. TERMINATION: The LESSOR may cancel the arrangement with a six month advance notice. TENANT can cancel the agreement at any time, with a 30 day advance notice.

27. DEFAULT: That TENANT further agrees that if any default be made in the payment of said rent or any part thereof, or any failure to promptly perform any of the other duties herein specified, at the time and manner above specified, or in any default or non-performance of any of the terms or conditions contained herein, the LESSOR shall have, cumulatively, without obligation to elect between the rights and remedies now hereafter provided by law, statute and court rule, including but not limited to the right to institute summary proceedings to recover possession of said premises or to sue for all money due for the entire unexpired period of this lease. FURTHER that if the TENANT defaults LESSOR may, but is not required to, give TENANT notice of this default. If TENANT does not cure any default within ten (10) days after the giving of notice LESSOR may terminate this LEASE on not less than ten (10) days' written notice to TENANT. On the date specified on the notice, this LEASE shall terminate and TENANT shall at once quit and surrender the premises to LESSOR as herein required; and

28. ABANDONMENT OF PREMISES: That if the TENANT shall vacate or abandon said premises during the term hereof, that LESSOR or its agents or successors may immediately take possession of the premises and the same may be relet by the LESSOR, in whole or in part, and for such rent and under such terms as the LESSOR may see fit; and

29. REMOVAL OF PERSONAL PROPERTY: That, except as herein provided with regard to fixtures which become the property of the LESSOR, upon expiration or termination of this lease, the TENANT shall promptly remove all of its personal property, including equipment and inventory, from the let premises. If not promptly removed, as of the date of expiration or termination hereof, LESSOR shall consider all of the same abandoned and dispose of the same as LESSOR wishes. TENANT shall be liable and shall pay for the cost of such disposal when and as billed; and

30. NO CONSTRUCTIVE EVICTION: That TENANT shall not be entitled to claim a constructive eviction from the premises unless TENANT shall have first notified LESSOR in writing of the specific condition giving rise to the claim and, if the complaint is justified, unless LESSOR fails to remedy the condition within a reasonable time after its receipt of the notice; and

31. NOTICES: That any notices required or authorized in this LEASE shall be in writing and shall be given personally or by regular mail to the other party at its above specified address or at such other and further address as either may hereafter specify in writing. Notice addressed to the TENANT shall be sent to it by regular first-class mail with such postage pre-paid at the address on

said premises, and, if so sent it shall be presumed to have been received by said TENANT. PROVIDED FURTHER that it shall be the responsibility of TENANT to promptly notify the LESSOR, in writing and of any change of address; and

32. PROPER VENUE: That it is further understood and agreed by the Parties hereto that should there be a default in any of the terms, covenants and conditions contained herein or should a dispute arise over the interpretation of effect of this LEASE or any of its provisions, the sole, exclusive, and only proper venue and jurisdiction for the resolution thereof shall be the appropriate court in and for the Lenawee County and State of Michigan; and

33. STATEMENT OF POLICY; SEVERABILITY: That it is the intent to fully comply with all applicable statutes including but not limited to, the Civil Rights Act, the Michigan Consumer Protection Act and otherwise. Each and every provision of this Lease has been fully intended and drafted to comply with all of the same; however, in the event that any provision of this instrument is declared by a court of competent jurisdiction to be prohibited, void, or unenforceable for whatever reason or reasons, each and every other provision of this lease shall be considered severable and shall not serve as a basis for invalidating the entire LEASE; and

34. COLLECTION COSTS AND ATTORNEY FEES: That TENANT agrees:

A. If it becomes necessary for LESSOR to employ an attorney to collect any of the rent agreed to be paid, or to enforce performance of any of the provisions of this LEASE including but not limited to physical damage to the premises, that TENANT shall pay all court costs and reasonable attorneys' fees charged therefore; and

B. That should an action be commenced in which the LESSOR is made a party defendant due to the acts or omissions of TENANT, its employees or agents, TENANT agrees to pay on demand LESSOR'S attorneys' fees and any judgments, including costs and interest, resulting from such actions; and

~~35.~~ RIGHTS TO ASSIGN AND SUBLEASE. Lessee shall not assign, mortgage or encumber this lease, nor sublet or permit the leased property or any part thereof to be used by others, without the prior written consent of Lessor in each instance. No such assignment, subletting, or occupancy shall be deemed a waiver of the covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Lessee from the further performance of its covenants in this lease. The consent by Lessor to the assignment or subletting shall not be construed to relieve Lessee from obtaining the consent in writing of Lessor to any further assignment or subletting.

36. AMENDMENTS. This lease may be amended at any time and from time to time by a writing duly executed by the parties.

37. COMPLETE AGREEMENT: That the Parties agree that this LEASE represents the full, entire, final and complete understanding and agreement between the Parties including prior negotiations which were not incorporated herein, that there are no other warranties, agreements, conditions, pre-conditions, or understandings, except as contained in this LEASE and that the same shall not be changed, altered, or varied orally, but, if at all, only by subsequent agreement, in writing, dated and signed by both of the Parties hereto; and

38. CAPTIONS: That the captions provided herein are for convenience of reference only and shall not be construed to define or limit any of the terms or provisions contained herein; and

IN WITNESS WHEREOF, TENANT has hereunto subscribed its name knowing and understanding and consenting to all of the terms and conditions hereof and acknowledges receipt of a duly executed copy of this LEASE on the _____ day of _____, 2015.

IN THE PRESENCE OF:

TENANT:

By: _____

IN WITNESS WHEREOF, LESSOR has hereunto subscribed its name knowing and understanding and consenting to all of the terms and conditions hereof on the _____ day of _____, 2015.

IN THE PRESENCE OF:

LESSOR:

By: _____
Mayor:

By: _____
Clerk:



**Agenda Item Review Form
City Council
City of Tecumseh**

Agenda Item Number: 9. New Business, Item C	Submitted by: Joseph Tuckey
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Item: Appointment to Lenawee Solid Waste Committee	Department: Acting City Manager
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Summary:
The City of Tecumseh has maintained a board position on the Lenawee Solid Waste Committee.

The City Manager has fulfilled this responsibility in the past, I would recommend that the newly appointed City Manager be appointed to this spot. The recommendation from City Council should be sent to the Chairperson of the Board of Commissioners.

Recommendation:

RESOLUTION

The City Council of the City of Tecumseh hereby resolves:

to appoint City Manager Dan Swallow as the city's designee on the Lenawee Solid Waste Committee.

Council Action:

Approved
 Denied
 Continued

Bid/Purchase Item:

Budgeted \$ _____
 _____ Page(s) in FY Budget
 Not Budgeted

Joseph C. Tuckey Digitally signed by Joseph C. Tuckey
DN: cn=Joseph C. Tuckey, o=City of Tecumseh,
email=jctuckey@tecumsehmi.gov, ou=IT
Date: 2015.03.11 10:15:52 -0500

Signature

Acting City Manager

Title

11/30/2015

Date



**Agenda Item Review Form
City Council
City of Tecumseh**

Agenda Item Number: 9. New Business, Item D.	Submitted by: Joseph C. Tuckey, Acting City Manager
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Item: Terminate inactive RHS and 401k account with ICMA	Department: City Manager
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Summary:

City employees are allowed to contribute tax deferred money from their wages into ICMA 457 accounts that the City sponsors. These accounts are owned by the employees and the City does not contribute into the accounts. The City is the trustee under the plan. Back in 2004 two (2) special accounts were set up with ICMA specifically for one employee to contribute from his lump sum vacation and sick payout at his retirement into a Retirement Health Savings account and a 401(a) Money- Purchase Retirement Savings account. These accounts were only used by the one employee just once back in 2004 and have zero balance. Since the one account is a 401(a) account, the IRS requires the plan documents to be updated every six years.

ICMA recommends keeping the account open in case the City (on behalf of an employee) or an employee would like to contribute to the 401(a) account. The City Treasurer and I would like to terminate these accounts since it's very unlikely they will be used again. New employees establish their own 401 and 457 accounts with Mass Mutual under the new Retirement Ordinance and employees on the City's high deductible health plan already have health savings accounts. The 457 account plan with ICMA will remain open and active.

Since these two accounts were created back in 2004 with City Council approval, ICMA would like a resolution to approve terminating both of these accounts.

Recommendation:

RESOLUTION

THE CITY COUNCIL OF THE CITY OF TECUMSEH RESOLVES:

to authorize the City Treasurer to terminate the inactive 401(a) Money-Purchase Retirement and Retirement Health Savings accounts with ICMA effective immediately.

Council Action:

Approved

Denied

Continued

Bid/Purchase Item:

Budgeted \$ _____

_____ Page(s) in FY Budget

Not Budgeted

Leisa M. Still

Signature

Joseph C. Tuckey

Signature

Leisa M. Still	12/1/15
Department Head	Date
Joseph C. Tuckey	12/1/15
City Manager	Date



**Agenda Item Review Form
City Council
City of Tecumseh**

Agenda Item Number: 9. New Business, Item E	Submitted by: Dan Swallow
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Item: Tecumseh Business Office Hours	Department: City Manager's Office
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Summary:
The Tecumseh City Council authorized an extension of the four day, ten hour office hours for City Hall and the Building Department through the end of 2015.

I am requesting that City Council extend the same hours for an indefinite period.

As we have not received any complaints about the current hours of operation, I feel that reviewing every two years is unnecessary. However, if the City Manager deems it necessary or City Council wishes to examine a change in the operational hours it can be brought back before Council for discussion at any time.

Recommendation:

RESOLUTION

The City Council of the City of Tecumseh hereby resolves:

To authorize an extension of the present office hours of the Building Department and City Hall offices as Monday through Thursday from 7 am to 6 pm until December 31, 2017, unless extended by City Council.

Council Action:

Approved
 Denied
 Continued

Bid/Purchase Item:

Budgeted \$ _____
 _____ Page(s) in FY Budget
 Not Budgeted

_____ Signature	_____ City Manager Title	_____ 12/7/2015 Date
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