



**MARSHALL CITY COUNCIL AGENDA**

**MONDAY – 7:00 P.M.**

**September 16, 2019**

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION – Ralph McCarty, East Eckford Community 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. **MDOT Trunkline Maintenance Contract** **P. 3**  
 City Council will consider the recommendation to approve the resolution authorizing the Clerk to sign the State Trunkline Maintenance Contract No. 2019-0729 effective October 1, 2019 through September 30, 2024.
  - B. **Designation of Street Administrator** **P. 42**  
 City Council will consider the recommendation to adopt a resolution to change the street administrator to Tom Tarkiewicz.
  - C. **City Council Minutes** **P. 43**  
 Regular Session.....Tuesday, September 3, 2019
  - D. **City Bills** **P. 46**

Regular Purchases.....	\$ 283,252.23
Weekly Purchases –8/30/19.....	\$ 228,838.03
Weekly Purchases –9/6/19.....	\$ 1,261,731.86
<b>Total .....</b>	<b>\$ 1,773,822.12</b>
- 8) **PRESENTATIONS AND RECOGNITIONS**
- 9) **INFORMATIONAL ITEMS**
  - A. **Event Report – Skeleton Fest** **P. 51**
  - B. **Event Report – Tractor Drive for Cancer** **P. 53**
  - C. **Event Report – Walk of the Witches** **P. 54**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**
  - A. **Code of Ordinances Chapter 121 Commercial Marihuana – Michigan Regulation and Taxation of Marihuana Act** **P. 56**  
 City Council will hear public comment regarding the proposed ordinance for Chapter 121 Commercial Marihuana.
- 11) **OLD BUSINESS**

Mayor:

Joe Caron

Council Members:

Ward 1 - Scott Wolfersberger

Ward 2 - Nick Metzger

Ward 3 - Jacob Gates

Ward 4 - Michael McNeil

Ward 5 - Ryan Underhill

At-Large - Ryan Traver



## 12) REPORTS AND RECOMMENDATIONS

### A. Water Withdrawal Consulting Services P. 90

City Council will consider the recommendation to approve an authorization of \$71,900 for water withdrawal consulting services to Stantec that will close out the work accomplished through September 1, 2019 and approve a budget increase of \$42,500 with Stantec for upcoming services.

### B. Major Material Purchases for the Pearl Street Electric Substation Increase in Capacity Project P. 92

City Council will consider the recommendation to award the following purchases to the low bidder:

- Four (4) 15kv 1200-amp circuit breakers in the amount of \$57,148.00 to Siemens Power T&D
- One (1) 15kv 2000-amp circuit breaker in the amount of \$18,286.00 to Siemens Power T&D
- Three (3) 138kv metering units in the amount of \$37,815.00 to ABB T&D
- One (1) 138kv Circuit Switcher (1200 amp) in the amount of \$42,050.00 to Siemens Power T&D

### C. Hydro Electric Dam Remediation Project P. 95

City Council will consider the recommendation to award the engineering and construction management contract for the FERC required remediation of the earthen embankment of the Perrin Hydroelectric Dam to the low bidder – Lawson Fisher Associates, South Bend, Ind. in the amount of \$498,600.00 with a \$25,000 contingency and authorize the City Clerk to sign the contract.

## 13) APPOINTMENTS / ELECTIONS

## 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,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz".

Tom Tarkiewicz  
City Manager

September 16, 2019



**ADMINISTRATIVE REPORT**  
**September 16, 2019 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council Members  
**FROM:** Tom Tarkiewicz, City Manager  
**SUBJECT:** Resolution on authorizing the Clerk to sign MDOT Trunkline Maintenance Contract No. 2019-0729

**BACKGROUND:** This is a five-year agreement between the City of Marshall and Michigan Department of Transportation for the maintenance of the state trunkline. The contract covers general maintenance, limited sweeping, tree trimming, storm sewer repair and maintenance, and winter snow removal to name a few. This contract is effective October 1, 2019 through September 30, 2024.

**RECOMMENDATION:** Staff requests that the City Council approve the resolution authorizing the Clerk to sign the State Trunkline Maintenance Contract No. 2019-0729 effective October 1, 2019 through September 30, 2024.

**FISCAL EFFECTS:** None at this time

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tom Tarkiewicz".

Tom Tarkiewicz  
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

**CITY OF MARSHALL, MICHIGAN  
RESOLUTION #2019-**

**WHEREAS**, the City Council of the City of Marshall has reviewed attached Contract #2019-0729 with the Michigan Department of Transportation for State Trunkline Maintenance; and

**WHEREAS**, the City Council agrees to utilize the personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of the contract; and

**WHEREAS**, the term of the contract is for October 1, 2019 to September 30, 2024; and

**NOW THEREFORE BE IT RESOLVED** that based upon a motion made by \_\_\_\_\_, and supported by \_\_\_\_\_ to authorize Trisha Nelson, Clerk to sign contract 2019-0729 with the Michigan Department of Transportation for State Trunkline Maintenance.

**Voting For:**

**Voting Against:**

**Absent:**

**CERTIFICATION OF CITY CLERK/TREASURER**

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 16th day of September, 2019.

\_\_\_\_\_  
Trisha Nelson, City Clerk

\_\_\_\_\_  
Date

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**STATE TRUNKLINE MAINTENANCE CONTRACT**  
**CITY OF MARSHALL**

This Contract, made and entered into this date of September 16, 2019, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the  
City of Marshall.

**RECITALS:**

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

**Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES**

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

**Section 2. SCOPE OF WORK**

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
  - 1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
  - 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
  - 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
  
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
  - 1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.
  
3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

**Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK**

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

**Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR**

The Municipality hereby designates Thomas Tarkiewicz as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

**Section 5. SUPERVISION**

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): Phil Smith

Signal/Electrical Superintendent: \_\_\_\_\_

Storm Sewer Superintendent: \_\_\_\_\_

Other (Specify): \_\_\_\_\_



who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

**Section 6. WAGE SCHEDULE**

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

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Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

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No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

**Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS**

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

**Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES**

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

**FIRM UNIT PRICES**

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

\*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

## **Section 9. SUBCONTRACTS**

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

**The subcontract solicitation and approval process will be as follows:**

- A. **Subcontracts \$24,999 or less:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

**State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.**

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

**Section 10. NON-DISCRIMINATION**

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

**Section 11. ANTI-KICKBACK**

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

**Section 12. SCOPE OF CONTRACT**

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

**Section 13. INSURANCE**

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General  
Division Chief  
Transportation Division  
Van Wagoner Building - 4<sup>th</sup> Floor  
425 West Ottawa Street  
P.O. BOX 30050  
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

#### **SECTION 14. WORKERS' DISABILITY COMPENSATION**

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

## **SECTION 15. BUDGET GUARANTEE**

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

## SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
  1. **Bulk Items (measured by volume or weight):**  
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to



identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

## **SECTION 17: ELECTRONIC FUNDS TRANSFER**

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website ([www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS)).

## **SECTION 18: SNOW HAULING**

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of \_\_\_\_\_ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

## **SECTION 19: PAVEMENT MARKING**

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

## **SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS**

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

## **SECTION 21: TREES AND SHRUBS**

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

## **SECTION 22: EQUIPMENT LIST**

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

## **SECTION 23: RECORDS TO BE KEPT**

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
  1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
  2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

#### **SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT**

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

#### **SECTION 25: CONTRACT REVIEW AND RESPONSE**

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

## **SECTION 26: DISPUTE RESOLUTION PROCESS**

### **A. Contract Disputes**

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

## B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

### **Injunctive Relief**

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.



Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

**SECTION 27: TERM OF CONTRACT**

This Contract will be in effect from October 1, 2019 through September 30, 2024.

**SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT**

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

**SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION**

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

### **SECTION 30: CONTRACTUAL INTERPRETATION**

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

**SECTION 31: AUTHORIZED SIGNATURE(S)**

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF MARSHALL

BY: \_\_\_\_\_  
TITLE:

BY: \_\_\_\_\_  
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
TITLE: MDOT Director

**APPENDIX A**  
**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**MUNICIPALITY CONTRACT**  
**DEFINITIONS**

**ANNUAL WORK PLAN:** A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

**BUDGET/FIELD ACTIVITY BUDGET:** Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

**CHEMICAL STORAGE FACILITIES:** Bulk salt storage buildings.

**COMPONENTS OF AN ANNUAL WORK PLAN:** An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

**DEPARTMENT:** Means the Michigan Department of Transportation.

**MDOT APPEAL PANEL:** A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

**EQUIPMENT SPECIFICATIONS AND RENTALS:** An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

**MICHIGAN STATE TRANSPORTATION COMMISSION:** The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

**OFFICE OF COMMISSION AUDIT (OCA):** The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

**REGION ENGINEER:** The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

**RESPONSE:** A written explanation as to any questioned item of expense

**SCHEDULE C EQUIPMENT RENTAL RATES:** The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

**SMALL HAND TOOLS:** Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

**STATE ADMINISTRATIVE BOARD:** The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

**STATE TRUNKLINE HIGHWAY:** A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

**WINTER MAINTENANCE:** Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

**APPENDIX B**  
**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**MUNICIPALITY CONTRACT**  
**OVERHEAD SCHEDULE**

**Effective October 1, 2019, through September 30, 2024**

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

**APPENDIX C**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section I of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011



**APPENDIX D**

**STATE ADMINISTRATIVE BOARD  
RESOLUTION 2017-2  
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS  
AND  
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.

APPROVED  
State  
Administrative Board  
4-25-17 *Lois M. Cousin*

**APPENDIX E**

**SUBCONTRACT REQUIREMENTS**

**SUMMARY OF STATE ADMINISTRATIVE BOARD  
REQUIREMENTS FOR AMENDMENTS  
(PREVIOUSLY REFERRED TO AS OVERRUNS,  
EXTRA'S AND ADJUSTMENTS)**

**Administrative Board Resolution (2017-2, April 25, 2017)**

**Amendments**

<b>Subcontract Requirements:</b>	<b>Amendment Amount</b>	<b>State Administrative Board (SAB) Approval Requirements:</b>
<ul style="list-style-type: none"> <li>• <b>Region Engineer approval required prior to start of work.</b></li> <li>• <b>Form 426 must be signed by the Region Engineer.</b></li> </ul>	<b>\$499,999 or less</b>	<p><b>Not required</b></p> <p><b>Note:</b> Emergency contracts \$250,000 or greater require SAB approval.</p>
<ul style="list-style-type: none"> <li>• <b>Documentation of amendment is required by the Municipality.</b></li> <li>• <b>Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.</b></li> </ul>	<b>\$500,000 or greater</b>	<p><b>Required prior to the start of work</b></p> <p><b>Note:</b> When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.</p>

**Definition of Term:** Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

April 25, 2017



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

GRETCHEN WHITMER  
GOVERNOR

PAUL C. AJEGBA  
DIRECTOR

**APPENDIX F**

**SAMPLE: Letter of Understanding**

Date

Contract Agency Name  
Address  
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan  
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear \_\_\_\_\_:

This Letter of Understanding is in follow up to our recent meeting held on \_\_\_\_\_ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of \_\_\_\_\_. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name  
Maintenance Engineer  
MDOT \_\_\_\_ TSC

**APPROVED BY:**

City of \_\_\_\_\_ agrees to the terms and conditions stated in this agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Name, Title

**APPROVED BY:**

\_\_\_\_\_  
Region Engineer  
Michigan Department of Transportation

Date \_\_\_\_\_

## APPENDIX G

### Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

**"Critical"** work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

**"High Priority"** work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

**"Routine/Preventive"** work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

#### **Priority Group 1:**

Traffic Signal Energy  
Facility Utilities  
Freeway Lighting Energy  
Operation of Pump Houses  
Operation of Movable Bridges  
Auto Liability Insurance (county contracts)  
Supervision (county contracts)  
Roadway Inspection (minimum acceptable level- county contracts)  
Billable Construction Permits  
Equipment Repair and Servicing  
Fuel  
Critical Surface Maintenance  
Critical Guardrail Repair  
Critical Sign Replacement  
Critical Drainage Repair  
Critical Traffic Signal Repair  
Critical Freeway Lighting Repair  
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)  
Critical Drainage Area Sweeping (to prevent roadway flooding)



Critical Structural Maintenance on Bridges  
Critical Pump House Maintenance  
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")  
Critical Impact Attenuator Repair  
Clear Vision Area Mowing  
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)  
Rest Area and Roadside Park Maintenance

**Priority Group 2:**

High Priority Surface Maintenance  
High Priority Guardrail Repair  
High Priority Sign Replacement  
High Priority Drainage Repair  
High Priority ROW Fence Repair  
High Priority Shoulder Maintenance  
High Priority Structural Maintenance  
Adopt-A-Highway  
Youth Corps in designated urban areas  
Mowing (First Cycle)  
Freeway Slope Mowing in designated urban areas  
Litter Pickup in designated urban areas  
Graffiti Removal in designated urban areas  
Freeway Lighting Maintenance & Repair

**Priority Group 3:**

Mowing (Additional Cycles)  
Brushing  
Sweeping, beyond critical drainage areas  
Litter Pickup, outside designated urban areas  
Graffiti Removal, outside designated urban areas  
Routine/Preventive Surface Maintenance  
Routine/Preventive Guardrail Repair  
Routine/Preventive Sign Replacement  
Routine/Preventive Drainage Repair  
Routine/Preventive Shoulder Maintenance  
Routine/Preventive Structural Maintenance  
Routine/Preventive Pump House Maintenance  
Routine/Preventive Traffic Signal Maintenance  
Youth Corps outside of designate urban areas  
Non-motorized path maintenance

## RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

*This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.*

**MAIL TO:** Michigan Department of Transportation, Financial Operations  
Division, P.O. Box 30050, Lansing, MI 48909.  
or Fax to: (517) 335-1828

**NOTE:** Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner \_\_\_\_\_

offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate Thomas Tarkiewicz

\_\_\_\_\_ as the single Street Administrator for the City or Village of

Marshall in all transactions with the State Transportation Department as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner \_\_\_\_\_

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality on the \_\_\_\_\_ day of \_\_\_\_\_

<b>CITY OR VILLAGE CLERK (SIGNATURE)</b>	<b>E-MAIL ADDRESS</b> tnelson@cityofmarshall.com	<b>DATE</b> 09/16/19
<b>STREET ADMINISTRATOR (SIGNATURE)</b>	<b>E-MAIL ADDRESS</b> ttarkiewicz@cityofmarshall.com	<b>DATE</b> 09/16/19
<b>ADDRESS OF CITY OR VILLAGE OFFICE</b> 323 West Michigan Ave		<b>P.O.BOX</b>
<b>CITY OR VILLAGE</b> Marshall	<b>ZIP CODE</b> 49068	<b>PHONE NUMBER</b> (269) 781-5183

### **CALL TO ORDER**

IN REGULAR SESSION Tuesday, September 3, 2019 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 Caron.

### **ROLL CALL**

Roll was called:

Present: Council Members: Mayor Caron, Gates, Metzger, Traver, Underhill, and Wolfersberger.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: Council Member McNeil.

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

### **INVOCATION/PLEDGE OF ALLEGIANCE**

Richard Gerten of Family Bible Church gave the invocation and Mayor Caron led the Pledge of Allegiance.

### **APPROVAL OF THE AGENDA**

**Moved** Metzger, supported Wolfersberger, to approve the agenda with the moving of item 7A. Traffic Control Order #109 to item 12B. to allow for more discussion. On a voice vote – **MOTION CARRIED.**

### **PUBLIC COMMENT ON AGENDA ITEMS**

Deb Shubert of 619 Schuyler spoke regarding Traffic Control Order #109 and her concerns over where parents dropping off young children are allowed. She feels there should be a compromise and the area is only congested for about 10 minutes before school and then after school.

### **CONSENT AGENDA**

**Moved** Metzger, supported Underhill, to approve the Consent Agenda:

- A. Approve the amendments to the Michigan South Central Power Agency By-Laws;
- B. Minutes of the City Council Work Session and Regular Session held on Monday, August 19, 2019;
- C. Approve city bills in the amount of \$ 340,130.69.

On a roll call vote – ayes: Gates, Metzger, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

### **PRESENTATIONS AND RECOGNITION**

None.

**INFORMATIONAL ITEMS**

Chief Schwartz provided an event report for the American Vintage Market.

**PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**

None.

**OLD BUSINESS**

None.

**REPORTS AND RECOMMENDATIONS**

**A. Establish Public Hearing for Code of Ordinances Chapter 121 Commercial Marihuana – Michigan Regulation and Taxation of Marihuana Act:**

**Moved** Metzger, supported Traver, to schedule a public hearing for Monday, September 16, 2019 to hear public comment regarding the proposed Chapter 121 Commercial Marihuana Ordinance. On a voice vote – **MOTION CARRIED.**

**B. Traffic Control Order #109:**

**Moved** Metzger, supported Gates, to approve Traffic Control Order #109 for NO PARKING on the east side of Gordon Street between Prospect Street and Forest Street from 8a – 4p Monday thru Friday and also to rescind Traffic Control Order #102 originally approved October 17, 2016. On a voice vote – **MOTION CARRIED.**

**APPOINTMENTS/ELECTIONS**

**A. Downtown Development Authority/Local Development Finance Authority:**

**Moved** Wolfersberger, supported Underhill, to approve the reappointment of Desmond Kirkland to the Downtown Development Authority/Local Development Finance Authority with a term expiring September 15, 2023. On a voice vote – **MOTION CARRIED.**

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

None.

**COUNCIL AND MANAGER COMMUNICATIONS**

**ADJOURNMENT**

The meeting was adjourned at 7:35 p.m.

\_\_\_\_\_  
Joe Caron, Mayor

\_\_\_\_\_  
Trisha Nelson, City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
302018	AD-VISOR & CHRONICLE	MARSHALL HOUSE AD		67.61
10083078	ALEXANDER CHEMICAL COR	BLANKET PO FOR CL2, SO2, & SODIUM HYPOCH	2020.044	1,090.50
4724	ALL RELIABLE SERVICES	LINE CLEARANCE TREE TRIMMING FOR JULY 20	2020.050	3,696.64
4739	ALL RELIABLE SERVICES	LINE CLEARANCE TREE TRIMMING FOR JULY 20	2020.050	3,515.52
4732	ALL RELIABLE SERVICES	LINE CLEARANCE TREE TRIMMING FOR JULY 20	2020.050	4,252.00
89989	ALL-TRONICS INC	SEMI-ANNUAL MONITORING SERVICES		120.00
89991	ALL-TRONICS INC	QUARTERLY FIRE ALARM MONITORING		81.00
SS1/116354	ALTA EQUIPMENT COMPANY	PLANNED MAINTENANCE - KOMATSU EQ0014216		148.86
4352906-00	ANIXTER	WR999 CONNECTOR		670.00
9422	ASPEN WIRELESS	TECH SUPPORT FOR FIBERNET. \$8.75/CUSTOM	2020.033	9,852.50
02250452092	AUTO VALUE MARSHALL	CREDIT MEMO		(312.67)
02250452108	AUTO VALUE MARSHALL	CREDIT MEMO		(35.00)
02250452191	AUTO VALUE MARSHALL	CREDIT MEMO		(17.46)
02250452184	AUTO VALUE MARSHALL	GEAR OIL		40.45
02250452225	AUTO VALUE MARSHALL	WAX & GREASE/BRAKE FLUID		18.28
02250451980	AUTO VALUE MARSHALL	MERCON LV		10.78
02250451844	AUTO VALUE MARSHALL	WHEEL NUT		(70.00)
02250451925	AUTO VALUE MARSHALL	BATTERY CORE RETURN		(18.00)
02250452022	AUTO VALUE MARSHALL	OIL/ FILTER		71.94
02250451837	AUTO VALUE MARSHALL	POWER INVERTER		39.95
02250452330	AUTO VALUE MARSHALL	SHOP SUPPLIES		150.32
SI-1607744	AXON	TASERS - YR 2 PMT OF 5		4,912.04
P18361354	BATTERIES PLUS BULBS	LED BULBS		107.40
300892	BATTLE CREEK SHOPPER	MARSHALL HOUSE AD		113.40
0300080-IN	BEAVER RESEARCH CO	BLUE MAGIC		218.40
918403020	BORDER STATES INDUSTRI	METER		349.93
23363	BUD'S TOWING & AUTOMOT	TRANSPORTING TRANSFORMERS		700.00
17231	CEREAL CITY WINDOW CLE	WINDOW CLEANING - MRLEC		600.00
17233	CEREAL CITY WINDOW CLE	WINDOW CLEANING - CITY HALL		600.00
17232	CEREAL CITY WINDOW CLE	WINDOW CLEANING - PSB		600.00
INV0122439	CONSUMERS CONCRETE PRO	MANHOLE ADJUSTING RING		1,125.00
71576284	CRYSTAL FLASH MARSHALL	GAS DELIVERY		563.49
S3-44274	CUMMINS SALES AND SERV	WW GENERATOR REPAIR	2020.088	4,121.51
154492	D & D MAINTENANCE SUPP	50' YELLOW CORD		78.15
31486	D.C. BYERS COMPANY	CARVER FOUNTAIN REPAIR AND PAINT	2020.080	9,247.00
3235311	DAIKIN APPLIED	AIR HANDLER FILTER CHANGEOUT AT MRLEC	2020.086	2,717.00
553187	DARLING ACE HARDWARE	O-RING/HOLE SAW BLADE		15.52
553170	DARLING ACE HARDWARE	CONDUIT/PVC/BUSHINGS/LOCKNUTS		39.90
553201	DARLING ACE HARDWARE	CREDIT MEMO		(14.17)
553478	DARLING ACE HARDWARE	WIRE ROPE CLIP		3.96
553400	DARLING ACE HARDWARE	WASP & HORNET KILLER		19.77
552778	DARLING ACE HARDWARE	PAINT/WINDOW SQUIGEE		43.98
552696	DARLING ACE HARDWARE	KIT		12.49
553642	DARLING ACE HARDWARE	PAINT		39.58
553677	DARLING ACE HARDWARE	NUTS & BOLTS & WASHERS		9.03
554542	DARLING ACE HARDWARE	NUTS & BOLTS		10.35
552792	DARLING ACE HARDWARE	LAG SCREWS		23.49
552794	DARLING ACE HARDWARE	HEX WASHER		9.98
554413	DARLING ACE HARDWARE	STAPLEGUN/STAPLES		23.58
551778	DARLING ACE HARDWARE	COUPLERS		(13.98)
553600	DARLING ACE HARDWARE	HEX LAG SCREWS		86.97
554172	DARLING ACE HARDWARE	CHLORINE TABS		64.99
553768	DARLING ACE HARDWARE	SAND PAPER		11.98
554062	DARLING ACE HARDWARE	BLACK PIPE/ELBOW/COUPLING		18.17
551637	DARLING ACE HARDWARE	COUPLER/BRASS HOSE SHUT OFF		28.97
922019	DEFOREST BROTHERS CONC	REPLACE CURB & SIDEWALK ADA CROSS WALKS	2020.079	9,670.00
I103444	ERIC DALE HEATING & AI	SERVICE CALL PSB		325.00
MIBAT280641	FASTENAL COMPANY	PAPER TOWELS		84.10
812019 FOUNTAIN	FIVE STAR UNDERGROUND	COUPLERS/8FT PIPE/SERVICE CALL		99.00
812019 CARVER PARK	FIVE STAR UNDERGROUND	SERVICE CALL/COUPLERS/PIPE FITTINGS/LABO		379.00
S108333904.001	GALLOUP COMPANY	CG2 VALUE		65.00
9274658955	GRAINGER	JANITORIAL		185.30
9269774965	GRAINGER	VFD FAN & FILTERS		289.84
9264061590	GRAINGER	SAFETY VESTS		82.00
9311854032	GRAYBAR ELECTRIC	COMMSCOPE DROP CABLES, MST'S, SPLICE CAS	2020.078	236.03
14454	GUTTERS R US LLC	2019 LAWN MOWING AT AIRPORT - JULY TO OC	2020.041	1,247.50
14510	GUTTERS R US LLC	WEED PREVENTION - MRLEC		535.00
11604530	HACH COMPANY	LAB SUPPLIES		464.62
11567540	HACH COMPANY	LAB SUPPLIES		760.48
3146	HE CLEANS TOO, LLC	JANITORIAL		150.76
3147	HE CLEANS TOO, LLC	JANITORIAL		244.94
38622	HEALTHCARE INTERNATION	EXERCISE EQUIPMENT FOR MARSHALL HOUSE-	P2020.035	7,749.00
8312019	HERITAGE CLEANERS	UNIFORM CLEANING - POLICE		528.25
82058	HERMANS MARSHALL HARDW	GRASS SEED/CLAMPS/PLIERS		194.96
82365	HERMANS MARSHALL HARDW	OIL DRY		12.99
82046	HERMANS MARSHALL HARDW	BOLTS/NUTS/WASHERS/LIGHT BULBS/SINK STRA		104.06
82176	HERMANS MARSHALL HARDW	MOP/BLEACH/SCRAPER/ASPHALT PATCH		77.53
82369	HERMANS MARSHALL HARDW	STRAPS		19.88
82155	HERMANS MARSHALL HARDW	SAW-ZAL KIT		399.99

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
82128	HERMANS MARSHALL	HARDW.BLACK PAINT/BRUSHES/ROLLERS		84.65
82132	HERMANS MARSHALL	HARDW.SHOP RAGS/BROOM		23.98
82050	HERMANS MARSHALL	HARDW.STRAPS/HOSE WASHERS/VARNISH/CHLORINE		181.03
82167	HERMANS MARSHALL	HARDW.NUT DRIVER/MULTI TIP DRIVER		15.97
82142	HERMANS MARSHALL	HARDW.BLACKTOP PATCH/PAINT BRUSH/PAINT ROLLERS		41.97
82101	HERMANS MARSHALL	HARDW.HAMMER/BATTERIES/EXTRACTOR/UTILITY BAR/V		105.93
0053569-IN	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM		865.00
3051457211	IDEXX DISTRIBUTION	COR LAB SUPPLIES		1,136.47
3051457217	IDEXX DISTRIBUTION	COR LAB QA		240.19
1096	IMPACT LAWN & LANDSCAP	2019 LAWN MOWING - JULY TO OCTOBER 2019	2020.042	1,865.00
1106	IMPACT LAWN & LANDSCAP	2019 LAWN MOWING - JULY TO OCTOBER 2019	2020.042	400.00
1119	IMPACT LAWN & LANDSCAP	2019 LAWN MOWING - JULY TO OCTOBER 2019	2020.042	450.00
1107	IMPACT LAWN & LANDSCAP	2019 LAWN MOWING - JULY TO OCTOBER 2019	2020.042	440.00
1099	IMPACT LAWN & LANDSCAP	2019 LAWN MOWING - JULY TO OCTOBER 2019	2020.042	300.00
8282019	ISAAC & SONS	CARPET CLEANING - MARSHALL HOUSE		75.00
13235	J AND K PLUMBING SUPPL	PLASTIC TOILET SHIMS		3.60
13261	J AND K PLUMBING SUPPL	SLOAN REPAIR KIT		28.96
2883	JUSTICE FENCE	REMOVE AND REPLACE DUMPSTER FENCE - MRLE		1,598.00
S108265353.001	KENDALL ELECTRIC INCOR	LIFT STATION PARTS		167.94
S108338557.001	KENDALL ELECTRIC INCOR	PLC-CL2 BLDG		254.70
612213	KENNEDY INDUSTRIES INC	WET-WELL LEVEL SENSOR		226.95
INV000360	KNIGHT WATCH, INC	MONTHLY FIRE MONITORING		224.85
35411	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		138.88
030289	LOU'S GLOVES INC	GLOVES		172.00
14438032	MCMASTER-CARR	EAR PLUGS		42.65
15085139	MCMASTER-CARR	SAFETY VEST/HAT		63.29
S4554543.001	MEDLER ELECTRIC COMPAN	CONDUIT		36.97
2019097289	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2020.067	4,890.22
2019087046	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2020.067	4,890.22
282070	MICHIGAN INDUSTRIAL GA	WELDING GASES		62.72
14189	MIDWEST COMMUNICATION	SPLICE SETUP/ FIBER FUSION SPLICE		598.88
45955231	MSC INDUSTRIAL SUPPLY	GREEN MARKING PAINT		197.04
526665	NAPA OF MARSHALL	COOLANT CAP		11.24
538720	NAPA OF MARSHALL	OIL		9.16
00369121	NATIONAL CENTER FOR HO	MEMBERSHIP RENEWAL		95.00
427760	NORTH CENTRAL LABORATO	BLANKET PO FOR LAB SUPPLIES	2020.046	144.39
426654	NORTH CENTRAL LABORATO	BLANKET PO FOR LAB SUPPLIES	2020.046	419.46
426908	NORTH CENTRAL LABORATO	BLANKET PO FOR LAB SUPPLIES	2020.046	131.69
712672	NYE UNIFORM COMPANY	GORE-TEX JACKET		219.50
703957	NYE UNIFORM COMPANY	BADGE STOCK		241.00
700704	NYE UNIFORM COMPANY	AMMO POUCH/SINGLE CUFF POUCH		60.00
94944	O'LEARY WATER CONDITIO	WATER DELIVERED - POWER HOUSE		52.00
94943	O'LEARY WATER CONDITIO	WATER DELIVERED - FIRE		45.00
1424137	OFFICE 360	OFFICE CHAIR - MELINDA, CINDY, CHRISTY		600.21
1423728	OFFICE 360	OFFICE CHAIR - JON, TAMMY		372.00
1424179	OFFICE 360	RULER/FLAG/PAPER		15.34
1423735	OFFICE 360	OFFICE CHAIR - TRACY		163.39
1427674	OFFICE 360	INKJET LABELS		9.77
56395644	POWER LINE SUPPLY	TOOL BAG		47.12
56396180	POWER LINE SUPPLY	PIN INSULATOR		219.36
12379391	POWER LINE SUPPLY	GLOVES		164.97
004239	PRAIRIE LAKE REFRIGERA	SERVICE/REPAIR ICE MACHINE @ DPW		467.73
297552	PRINTLINK	RICE BUSINESS CARD		46.70
258509	PVS TECHNOLOGIES	BLANKET PO FOR FERRIC CHLORIDE	2020.047	4,807.79
952019	QUALITY ENGRAVING SERV	TOOL SHIPPED TO IRBY FOR REPAIR		18.40
13549	RADIO COMMUNICATIONS	RADIO SERVICED		183.91
80699621	SAFETY-KLEEN	PARTS WASHER SOLVENT		175.00
8302019	SCHOOL SPECIALTY MARKE	PAINTING/COLORING SUPPLIES		151.22
9643	SIGNWORLD CONCEPTS	NEW DIRECTORY SIGN		6.75
325223	SOLOMON CORPORATION	3750 KVA 3 PHASE PAD MOUNT TRANSFORMERS	2019.306	105,020.00
1552915	STANTEC CONSULTING MIC	PERRIN DAM WATERMAIN DESIGN/CONSTRUCTION	2019.126	13,191.08
1552922	STANTEC CONSULTING MIC	MICHIGAN AVE WATERMAIN DESIGN/CONSTRUCTI	2019.124	53,324.48
761-10429378	STATE OF MICHIGAN	WATER TESTING		423.00
S011409364.011	STUART C IRBY CO	TOOLS FOR NEW DIGGER TRUCK	2020.014	2,160.00
IRBY	STUART C IRBY CO	GLOVES		199.68
S011519371.001	STUART C IRBY CO	SNIPS		108.21
5290813-01	SUNSOURCE	THICKENER PUMP		468.14
5290813-00	SUNSOURCE	THICKENER PUMP		157.35
MAR18887	TIRE CITY TIRE PROS	DART 15 - 2 TIRES		307.21
MAR18936	TIRE CITY TIRE PROS	DART 13 - BRAKE INSPECTION		597.22
MAR18349	TIRE CITY TIRE PROS	DART 8 - OIL CHANGE		53.44
MAR18789	TIRE CITY TIRE PROS	DART 15 - FRONT END ALIGNMENT/BRAKES		1,910.38
MAR18812	TIRE CITY TIRE PROS	DART 15 - OIL CHANGE/BATTERY		161.43
MAR18795	TIRE CITY TIRE PROS	DART 9 - OIL CHANGE		41.44
154 0068925	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
154 0068926	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0068927	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.88
154 0068922	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.45
154 0068924	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		179.00

09/11/2019 04:43 PM  
User: TPALODICHUK  
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL  
EXP CHECK RUN DATES 09/20/2019 - 09/20/2019  
UNJOURNALIZED  
OPEN

Page: 3/3

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
154 0068923	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.76
986800	USA BLUEBOOK	LAB SUPPLIES		73.90
19-105	USA SOFTBALL OF MICHIG.	2019 FALL TEAMS		210.00
MLRECAUG19	WHITE COLLAR LAWN & LAI	2019 LAWN MOWING AT MRLEC BUILDING	2019.356	1,980.00
GRAND TOTAL:				283,252.23



INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
8282019	A WEEK IN THE WOODS	PARTNERSHIP WITH A WEEK IN THE WOODS REI		1,295.00
8172019	AT&T MOBILITY	ACCT 145970911		83.17
SI-1605447	AXON	BATTERY PACK		156.00
8262019	BAILEY EXCAVATING INC	MICHIGAN AVE WATER MAIN CONSTRUCTION	2019.316	174,834.11
8292019	BUTTERS, SCOTTY	FARMERS MARKET ENTERTAINMENT 8/31		35.00
8292019	CAIN, DAWN	FARM TO TABLE REIMBURSEMENT 4 @ \$50 EACH		200.00
8272019	CHEMICAL BANK SOUTH	HSA ACCT 2550568915 -TRACY HALL		900.00
14759970	CINDY UPRIGHT	BEACH SAND		1,600.00
45630	CITY OF COLDWATER	MUTUAL AID 8/3/2019		1,091.38
205455467572	CONSUMERS ENERGY	ACCT 100009163435		106.13
202518737124	CONSUMERS ENERGY	ACCT 100072243312		22.45
203408678443	CONSUMERS ENERGY	ACCT 100007594682		18.54
204387593825	CONSUMERS ENERGY	ACCT 100067101772		18.54
205455467573	CONSUMERS ENERGY	ACCT 100009163971		151.51
206612167287	CONSUMERS ENERGY	ACCT 100009163203		20.79
201539833972	CONSUMERS ENERGY	ACCT 103013521119		20.79
203675662295	CONSUMERS ENERGY	ACCT 103018520884		18.54
206256335439	CONSUMERS ENERGY	ACCT 206256335439		18.54
206345228310	CONSUMERS ENERGY	ACCT 103009157670		17.99
29628	CSE MORSE INC.	QUOTE # S1706 10 TON AIR CONDITIONER FO2020.054		10,715.00
8292019	DIXON, DAVE	FARMERS MARKET ENTERTAINMENT 8/17 & 8/24		70.00
08/28/2019	DWYER, BENJAMIN	UB refund for account: 401190011		29.99
8052019	EIBLER, BRIANNA	RMS TRAINING - MEAL REIMBURSEMENT		10.60
8272019	GROSS, JOHN	INSPECTIONS 7/26-8/26		1,710.00
08/28/2019	HOOGENDOORN, GARRETT	UB refund for account: 1800705001		140.98
08/28/2019	HUFFMAN, SARAH	UB refund for account: 401060028		190.61
8232019	JASON LANE	INSTALLATION/SETUP EXERCISE EQUIP. @ MH		200.00
08202019	JINKS, DAN	PARKING REIMBURSEMENT		30.00
013932	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - GEORGE ARNOLD		143.99
8022019	LITTLE, SUZETTE	FARM TO TABLE EXPENSES - OUT OF POCKET		265.26
8022019	LOWE'S BUSINESS ACCT/S	ACCT 99007320387		245.70
8092019SMD	MARSHALL COMMUNITY CU	4217 - SCOTT MCDONALD		664.88
8092019	MARSHALL COMMUNITY CU	2922		719.91
8092019TT	MARSHALL COMMUNITY CU	7681 - TOM TARKIEWICZ		1,456.78
8092019JM	MARSHALL COMMUNITY CU	9156 - JUSTIN MILLER		2,066.56
8092019CH	MARSHALL COMMUNITY CU	3431 - CITY HALL		346.33
08152019	MARSHALL PUBLIC SCHOOL	SUMMER PLAYGROUND REC DEPT		331.95
1447510	MILLER CANFIELD PADDOC	GENERAL MATTERS		1,396.50
131631	MODERN DINOSAUR FARM	FARM TO TABLE DINNER SUPPLIES		829.75
64984CM	OFFICE 360	CREDIT MEMO		(5.97)
1625482000	STAPLES BUSINESS CREDI	ACCT 302063		373.38
8042019	STATE OF MICHIGAN	MONROE STREET BRIDGE - CITY SHARE	2020.071	2,097.35
591-10419572	STATE OF MICHIGAN	MICHIGAN AVE PAVING DEPOSIT	2020.082	24,200.00
GRAND TOTAL:				228,838.03

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
S1341857	AMERICAN REGISTRY INTE	ORG. ID: CM - 1544 TICKET NO 20190806-X5		1,000.00
8292019	BABCOCK, CLIFF	9/7 FARMERS MARKET ENTERTAINMENT		35.00
932019	BAKER, MARY JANE	ENERGY OPTIMIZATION - FURNACE		100.00
2863	BAUCKHAM, SPARKS, SEEB	MONTHLY ATTORNEY FEES		5,390.00
5007-000016904	C & C LANDFILL	MH - SPECIAL PICK UP		75.03
19 SUMR AD VALOREM	CALHOUN COUNTY TREASUR	2019 DIST AD VALOREM #1		503,376.33
19SUMRADVALOREM	CALHOUN INTERMEDIATE S	2019 SUMMER DIST AD VALOREM #1 8/1-8/31/		139,902.78
500240000	CITY OF MARSHALL	ST MARY'S CENTER UTILITY BILL ACCT 50024		236.66
9998	COURTNEY & ASSOCIATES	MONTHLY RETAINER		250.00
14947	FUG	REPLACE LOST BANNER		120.00
1217	GREAT SCOTT ICE CREAM	200 SCOTTIES FOR FARM TO TABLE DINNER		141.60
1	GREENER GRASS FARMS	HONEY - FARM TO TABLE DINNER		100.00
1518966	HUB INTERNATIONAL MIDW	MARSHAL-01 INSURANCE POLICY# S1805444		53,484.00
3538531	IIX INSURANCE INFORMAT	ACCT 888907 MOTOR VEHICLE REPORTS		79.25
8282019	KALTZ EXCAVATING	HYDRANT DEPOSIT REFUND LESS WATER & HYDR		286.40
19SUMRADVALOREM	KELLOGG COMMUNITY COLL	2019 SUMMER DIST AD VALOREM #1		80,757.85
19SUMRADVALOREM	MARSHALL DISTRICT LIBR	2019 SUMMER DIST AD VALOREM #1		74,584.78
9052019	MARSHALL FFA	DONATION FROM MARSHALL FARMERS MARKET FO		150.00
19 SUMR AD VALOREM	MARSHALL PUBLIC SCHOOL	2019 SUMMER DIST AD VALOREM #1		386,306.73
54540676.001	MEDLER ELECTRIC COMPAN	INNERDUCT		1,022.59
332223319086150	MENARDS	ACCT 5848 - MARSHALL HOUSE		79.86
9062019	NORMA CHURCH	PROPERTY TAX REFUND - OVER/DUPLICATE PAY		2,595.61
.0249-006474914	REPUBLIC SERVICES #249	ACCT 3-0249-1022021		1,620.49
09/04/2019	RUSSELL, DOUGLAS & HERI	UB refund for account: 1900680019		175.70
09/04/2019	SANCHEZ, LUIS	UB refund for account: 3202420015		37.58
942019	SCHULER'S RESTAURANT	REIMBURSEMENT FOR TOWING CHARGES		149.90
852019	SOEKARMOEN, DIDIK	COOKIES AND BREAD FOR FARM TO TABLE DINN		240.00
8550B	SONAR	SONAR SOFTWARE MONTHLY SERVICE. \$1.25/C 2020.061		48.75
9052019	STATE OF MICHIGAN ENV	WASTEWATER EXAM FEE - CURT CROW		70.00
952019	STATE OF MICHIGAN ENV	WASTE WATER EXAM FEE - KEN FINNEY		70.00
8132019	THOMAS NEIDLINGER MD	DOT PHYSICAL - BOB JASKIE		85.00
09/06/2019	VANARMAN, ZAKARY	UB refund for account: 3108040010		48.41
09/04/2019	VANDERVRIES, EDWARD	ASSESSING SERVICES		4,400.00
9062019	WELLS FARGO	PROPERTY TAX REFUND - DUPLICATE PAYMENT		4,279.91
09/04/2019	WHARTON, NAJEE	UB refund for account: 3108150016		49.90
8292019	WOW! BUSINESS	ACCT 014226414		109.29
8282019	WOW! BUSINESS	ACCT 010058364		32.97
8242019	WOW! BUSINESS	ACCT 013934621		39.49
922019	ZION LUTHERAN CHURCH	DONATION FROM FARMERS MARKET FARM TO TAB		200.00
GRAND TOTAL:				1,261,731.86

## EVENT REPORT

**EVENT:** Skeleton Fest

**EVENT LOCATION:** Parking Lot #8 (Adjacent to the Post Office)

**SPONSOR:** MAEDA

**EVENT DATE:** Saturday 28, 2019

**EVENT TIMEFRAME:** 1p – 6p

**MDOT PERMIT REQUIRED:** No

**MDOT PERMIT GRANTED:** NA

**PARKING LOT CLOSURE DETAIL:** Parking Lot #8

**ROAD CLOSURE TIMEFRAME:** Saturday September 28, 2019 Noon

**EVENT CLOSURE DETAIL:** Closure is to kick of the event as in past years

**DETOUR DETAIL:** No posted detours.

**EVENT DETAIL:**

The lot will be closed for participants to kick off the Skeleton Fest.

**PARKING PROHIBITION:** Parking Lot #8

**COUNCIL NOTIFICATION DATE:** September 16, 2019



August 5, 2019

Chief Jim Schwartz  
Marshall Police Department  
Town Hall  
323 W. Michigan Ave.  
Marshall, MI 49068

RE: Public Parking Lot Number 8 – Use of

Dear Chief Schwartz,

We are in the process of planning the 3<sup>rd</sup> Annual Skeleton Fest set for Saturday, September 28. We would like to request the use of the public parking lot number 8 located on the corner of Hamilton Street and E. Michigan Avenue, for our Kick-off Party from 2:00 pm to 5:00 pm. We would need an hour prior and an hour after the event for set-up and tear down so the time we are requesting is 1:00 pm – 6:00 pm for the closure.

As with last year, if we have approval for this, we will notify the Post Office to ensure our event does not disrupt their business.

Best regards,

Rebecca de Finta  
Tourism Coordinator  
Marshall Area Economic Development Alliance

## EVENT REPORT

**EVENT:** Tractor Drive for Cancer Cure

**EVENT LOCATION:** Calhoun County Fairgrounds

**SPONSOR:** D. Woodworth

**EVENT DATE:** Saturday, September 21, 2019

**EVENT TIMEFRAME:** 10:00a – 12:30p

**MDOT PERMIT REQUIRED:** No

**MDOT PERMIT GRANTED:** NA

**ROAD CLOSURE DETAIL:** None

**ROAD CLOSURE TIMEFRAME:** N/A

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

**DETOUR DETAIL:** None needed.

### **EVENT DETAIL:**

The Calhoun County Tractor Association will be having their 7<sup>th</sup> Annual Tractor Drive for Cancer Cure event on the above listed date. They are expecting approximately 80 tractors in this parade. Last year they had 74 tractors and this event grows each year. They will proceed out of the fairgrounds south on River Rd. Continue to 20 Mile Rd and go to G Drive N. They continue across Old 27 to 16 ½ Mile Rd to J Drive N. to 15 Mile Rd. They will then go south Michigan Ave. Continue onto C Dr. N to Michigan Ave. They proceed east on Michigan Ave to Exchange St and back to the fairgrounds. The tractors on Michigan Ave will remain in the right outside lane and other traffic will be able to use the inside lane. (Construction Pending)

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

**COUNCIL NOTIFICATION DATE:** September 16, 2019

## EVENT REPORT

**EVENT:** Walk of the Witches

**EVENT LOCATION:** Fountain Circle

**SPONSOR:** Rae Mayhew

**EVENT DATE:** Saturday, October 26, 2019

**EVENT TIMEFRAME:** Immediately following the Children Costume Parade

**MDOT PERMIT REQUIRED:** No

**MDOT PERMIT GRANTED:** NA

**ROAD CLOSURE DETAIL:** None

**ROAD CLOSURE TIMEFRAME:** N/A

**EVENT CLOSURE DETAIL:** No Closure requested. Staging will occur at the Fountain Circle.

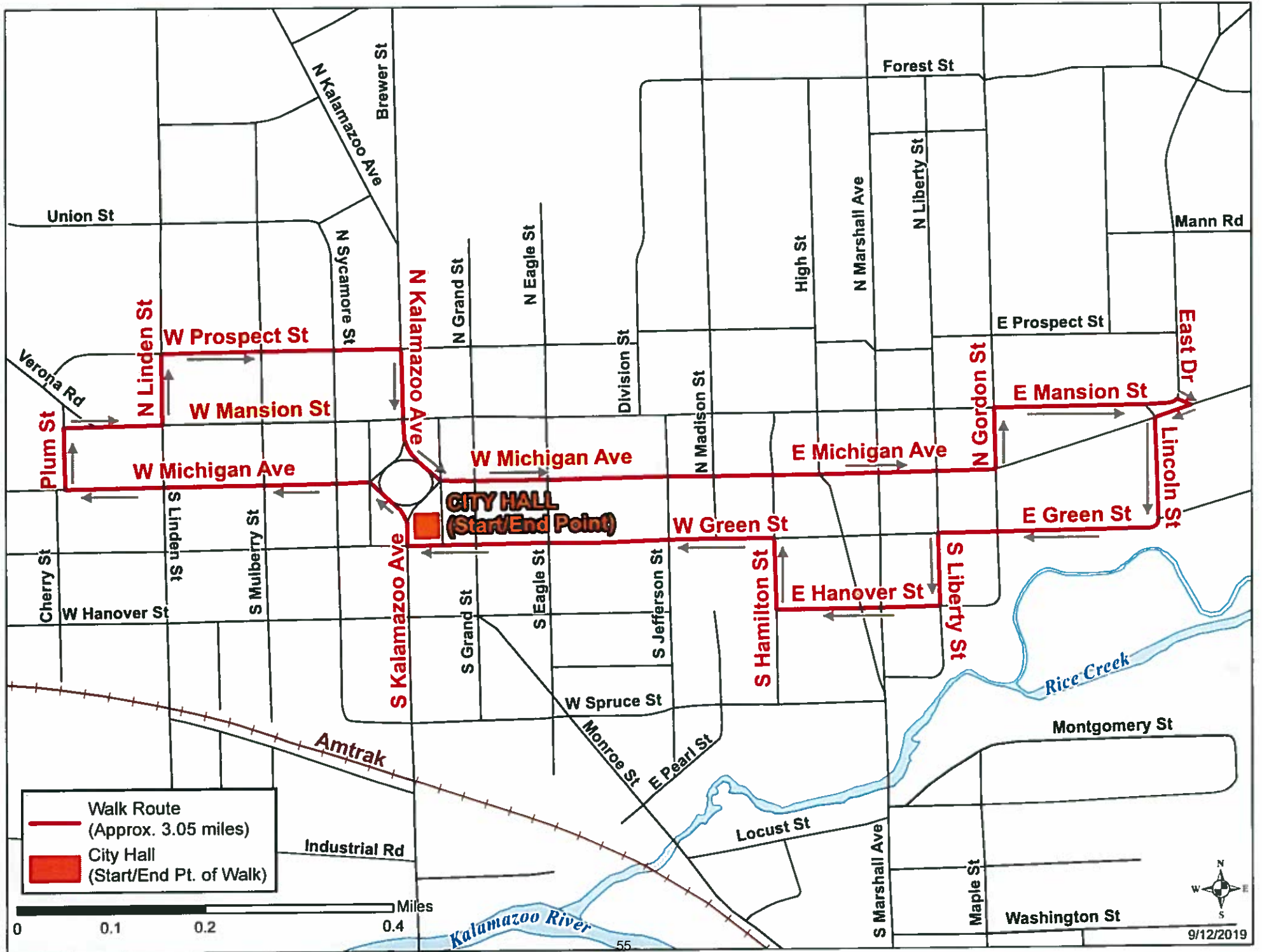
**DETOUR DETAIL:** None needed.

### **EVENT DETAIL:**

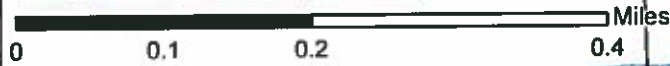
The event is a sponsor for Erin's Angels Rescue which is a non-profit animal rescue. The event is a walking tour through town that is 3 miles. All walkers will remain on the sidewalks. Police/Fire will assist at certain locations to help the walker cross safely. The route is attached.

- MI Ave west to Plum St.
- Plum to Mansion St.
- Mansion St. to Lindon St.
- Linden St. to Prospect St.
- Prospect St. to Kalamazoo.
- Kalamazoo to MI Ave.
- MI Ave to Gordon St.
- Gordon St. To Mansion St.
- Mansion Street to Lincoln St.
- Lincoln to Hanover St.
- Hanover St to Hamilton St.
- Hamilton St. to Green Street
- Green Street to Marshall Town Hall.

**COUNCIL NOTIFICATION DATE:** September 16, 2019



— Walk Route  
 (Approx. 3.05 miles)  
 City Hall  
 (Start/End Pt. of Walk)



9/12/2019



**ADMINISTRATIVE REPORT**  
**September 16, 2019 - CITY COUNCIL MEETING**

**TO:** Honorable Mayor and City Council

**FROM:** Tom Tarkiewicz, City Manager

**SUBJECT:** Public Hearing for Code of Ordinances Chapter 121 Commercial Marihuana - Michigan Regulation and Taxation of Marihuana Act

**BACKGROUND:** The Michigan Regulation and Taxation of Marihuana Act (MRTMA) emergency rules will go into effect on November 1<sup>st</sup>. Currently the City does not have an ordinance that gives guidance on this Act.

The City Attorney has prepared the attached ordinance. Some of the points of interest include:

- Allowing growing, processing, safety compliance labs and secure transporters in the I-1 & I-2 zones
- Growing and processing facilities must be 2,640' apart
- Allowing two safety compliance labs in the City
- Uncapping the amount of secure transporters
- Not allowing marihuana retailer, marihuana microbusiness, temporary marihuana events, and designated consumption establishment
- A \$5,000 application and annual renewal fee per license for all uses.

After hearing public comments at the hearing, the Council may adopt the ordinance.

**RECOMMENDATION:** After hearing public comments at the hearing, it is recommended that the Council adopt Chapter 121 Commercial Marihuana as presented.

**FISCAL EFFECTS:** Unknown at this time.

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", written in a cursive style.

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**  
Ordinance No. 2019-\_\_\_\_\_

**The City of Marshall, Michigan Ordains:**

That the Code of Ordinances of the City of Marshall, Title XI Business Regulations, to add Chapter 121, Commercial Marihuana to read as follows:

**§ LEGISLATIVE FINDINGS.**

WHEREAS, the City of Marshall (hereinafter referred to as the “City”), through its elected City Council, recognizes that on November 6, 2018, Michigan voters, including the residents of the City, approved Proposal 18-1, creating the Michigan Regulation and Taxation of Marihuana Act (hereinafter referred to as the “MRTMA” or the “Act”, being M.C.L. §§ 333. 27951 *et seq.*) and provided for the licensing and regulation of recreational marihuana establishments under the MRTMA.

WHEREAS, the Medical Marihuana Facilities Licensing Act (MMFLA), PA 281 of 2016, provides the structure for medical marihuana facilities and the Michigan Regulation and Taxation of Marihuana Act provides the structure for adult-use (“recreational”) marihuana establishments.

WHEREAS, the Marihuana Regulatory Agency (MRA) has issued emergency administrative rules for the purpose of implementing the Michigan Regulation and Taxation of Marihuana Act.

WHEREAS, the Emergency Rules define *Equivalent Licenses* between the MMFLA (medical) and the MRTMA (adult-use) as follows: MMFLA (Medical) Any Class Grower (A, B, C), Processor, Provisioning Center, Secure Transporter, Safety Compliance Facility and the MRTMA (adult-use) Any Class Grower (A, B, C), Processor, Retailer, Secure Transporter, Safety Compliance Facility.

WHEREAS, the City allows for medical marihuana Grower, Processor, Secure Transporter, and Safety Compliance Facility under the Medical Marihuana Facilities Licensing Act.

WHEREAS, the MRTMA provides that a municipal ordinance may completely prohibit or limit the number of marihuana establishments within its boundaries.

WHEREAS, the City of Marshall desires to protect the public health, safety, and welfare of the residents of the City by permitting specific MMFLA equivalent MRTMA state-licensed marihuana establishments as: Grower, Processor, Safety Compliance Facility, and Secure Transporter, and Excess Grower license within the boundaries and jurisdiction of the City.

WHEREAS, the City of Marshall desires to prohibit marihuana Microbusinesses, marihuana Retailers, and Temporary Marihuana Event licenses and Designated Consumption Establishment licenses within the boundaries and jurisdiction of the City.

## GENERAL PROVISIONS

### § PURPOSES AND INTENT.

The City of Marshall adopts this Ordinance:

(A) To implement the provisions of the Michigan Regulation and Taxation of Marihuana Act, Prop 1 of 2018, so as to protect the public health, safety, and welfare of the residents of the City by setting forth the manner in which specific recreational marihuana establishments can be operated within the boundaries and jurisdiction of the City.

(B) To establish a new chapter in the City of Marshall Code of Ordinances pertaining to the regulation of marihuana establishments and commercial marihuana activities consistent with state law. Nothing in this Ordinance purports to permit activities that are otherwise illegal under state or local law or expressly prohibited by this Ordinance.

(C) Further, this Ordinance:

- (1) Prohibits Marihuana Retail licenses under the MRTMA and similar marihuana commercial operations, and Marihuana Microbusiness licenses under the MRTMA and similar marihuana commercial operations, Temporary Marihuana Event licenses, and Designated Consumption Establishment licenses within the boundaries and jurisdiction of the City.
- (2) Provides for and limits the location, type, and number of marihuana establishments licensed under the MRTMA and agency licensees within the boundaries and jurisdiction of the City.
- (3) Provides for and regulates and controls marihuana establishments, agency licensees, and the commercial grow, process, testing, and distribution of marihuana, and the lawful production of related products as set forth herein, and for purposes of implementing the Michigan Regulation and Taxation of Marihuana Act, where such activities will have minimal detrimental impact.
- (4) Implements the provisions of the MRTMA with respect to local zoning, land use, and regulation of specific marihuana establishments and state licenses within the boundaries and jurisdiction of the City, except where prohibited by this Ordinance;
- (5) To protect public health and safety through reasonable limitations on marihuana establishments, agency licensees, and commercial entity operations, and limitations upon other marihuana related activities provided for by the MRTMA, as they relate

to noise, air and water quality, neighborhood safety, security for the establishment and its personnel, and other health and safety concerns.

- (6) To provide fees to defray and recover the costs to the City of the administrative and enforcement costs associated with marihuana establishments, and permitted marihuana activities as provided under the MRTMA.
- (7) Restrict the issuance of marihuana establishment licenses only to persons that have demonstrated the desire and ability to comply with this Ordinance and relevant City ordinances and regulations, and with state law and regulation.

(D) This Ordinance authorizes the establishment of specific marihuana establishments within the City of Marshall, Michigan, consistent with the provisions of the Act, and with regulations enacted by the department, and subject to the following:

- (1) Nothing in this Ordinance is intended to promote or condone the commercial marihuana cultivation and grow, processing, transportation, testing, production, distribution, sale, or possession of marihuana in violation of any applicable law.
- (2) This Ordinance is to be construed to protect the public over marihuana establishments and licensee interests. Operation of a marihuana establishment is a revocable privilege and not a right in the City. There is no property right for a person or establishment to engage in or obtain a license to engage in marihuana as a marihuana establishment or marihuana commercial enterprise within the boundaries and jurisdiction of the City.
- (3) All licensees and their employees and agents are assumed to be fully aware of the law; the City shall not therefore be required to issue warnings before issuing citations or other enforcement measures for violations of this Ordinance or any applicable City ordinance, regulation, or state law or regulation.

## § DEFINITIONS.

The following words, terms and phrases in this Ordinance shall have the meanings ascribed to them, except where the context clearly indicates otherwise:

**ACT** means the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018.

**AGENCY** or **MRA** means the Marihuana Regulatory Agency.

**APPLICANT** means a person who applies for a state license. Applicant includes, with respect to disclosures in an application, for purposes of ineligibility for a license, or for purposes for a transfer of interest, and only for applications submitted on or after January 1, 2019, a managerial employee

of the applicant, a person holding an indirect ownership interest of 10% or more in the applicant, and the following for each type of applicant:

- (a) For an individual or sole proprietorship: the proprietor and spouse.
- (b) For a partnership and limited liability partnership: all partners and their spouses.
- (c) For a limited partnership and limited liability limited partnership: all general and limited partners, not including a limited partner holding a direct or indirect ownership interest of less than 10% and who does not exercise control over or participate in the management of the partnership, and their spouses.
- (d) For a limited liability company: all members and managers, not including a member holding a direct or indirect ownership interest of less than 10% and who does not exercise control over or participate in the management of the company, and their spouses.
- (e) For a privately held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, not including those holding a direct or indirect ownership interest of less than 10%, and their spouses.
- (f) For a publicly held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, not including those holding a direct or indirect ownership interest of less than 10%, and their spouses.
- (g) For a multilevel ownership enterprise: any entity or person that receives or has the right to receive 10% or more of the gross or net profit from the enterprise during any full or partial calendar or fiscal year.
- (h) For a nonprofit corporation: all individuals and entities with membership or shareholder rights in accordance with the articles of incorporation or the bylaws and their spouses.

**MARIHUANA REGULATORY AGENCY (MRA)** means the Marihuana Licensing Agency created within LARA in order to regulate and administer state licenses.

**CULTIVATE** or **CULTIVATION** means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.

**CO-LOCATION** means the aggregation of multiple types of licenses, additional licenses, or equivalent licenses permitted under the MRTMA and MMFLA and state rules and located on one, or more, lot of record owned by an existing MRTMA and/or MMFLA licensee, approved for operation in the City of Marshall.

**COMMON OWNERSHIP** means two or more state licenses or two or more equivalent licenses held by one person.

**DEPARTMENT** means the Michigan Department of Licensing and Regulatory Affairs (LARA).

**DESIGNATED CONSUMPTION ESTABLISHMENT** means a commercial space that is licensed by the agency and authorized to permit adults 21 years of age and older to consume marihuana products at the location indicated on the state license.

**EMPLOYEE** means a person performing work or service for compensation. An employee does not mean individuals providing trade services who are not normally engaged in the operation of a marihuana establishment.

**EQUIVALENT LICENSES** means any of the following held by a single licensee:

- (a) A marihuana grower license, of any class, issued under the MRTMA and a grower license, of any class, issued under the MMFLA.
- (b) A marihuana processor license issued under the MRTMA and a processor license issued under the MMFLA.
- (c) A marihuana retailer license issued under the MRTMA and a provisioning center license issued under the MMFLA.
- (d) A marihuana secure transporter license issued under the MRTMA and a secure transporter license issued under the MMFLA.
- (e) A marihuana safety compliance facility license issued under the MRTMA and a safety license issued under the MMFLA.

**EXCESS MARIHUANA GROWER** means a license issued to a person holding 5 class C marihuana grower licenses and licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.

**GROWER** mean a person licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.

**INDUSTRIAL HEMP** means a plant of the genus *cannabis* and any part of that plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration that does not exceed 0.3% on a dry-weight basis, or per volume or weight of marihuana-infused product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus *cannabis* regardless of moisture content.

**LICENSEE** means a person holding a state operating license.

**MARIHUANA** means all parts of the plant of the genus *cannabis*, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marihuana

concentrate and marihuana-infused products. For purposes of this Ordinance, marihuana does not include: (1) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination; (2) industrial hemp; or (3) any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink, or other products.

**MARIHUANA ACCESSORIES** means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marihuana into the human body.

**MARIHUANA CONCENTRATE** means the resin extracted from any part of the plant of the genus *cannabis*.

**MARIHUANA ESTABLISHMENT** means a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, or any other type of marihuana-related business licensed by the department.

**MARIHUANA-INFUSED PRODUCT** means a topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption.

**MUNICIPAL LICENSE** means a license issued by a municipality pursuant to section 6 of the Act that allows a person to operate a marihuana establishment in that municipality.

**MARIHUANA MICROBUSINESS** means a person licensed to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

**MICHIGAN MEDICAL MARIHUANA ACT (MMMA)** means Initiated Law 1 of 2008, MCL 333.26421 *et seq.*, as may be amended.

**MARIHUANA FACILITIES LICENSING ACT (MMFLA)** means Public Act 281 of 2016, MCL 333.27101 *et seq.*, as may be amended.

**MARIHUANA TRACKING ACT** means Public Act 282 of 2016, MCL 333.27901 *et seq.*, as may be amended.

**MARIHUANA PROCESSOR** means a person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.

**MARIHUANA RETAILER** means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.

**MARSHALL DEPARTMENT OF PUBLIC SAFETY.** Includes the Marshall Police Department and Marshall Fire Department.

**MUNICIPALITY** means the City of Marshall, Michigan.

**PERSON** means an individual, corporation, limited liability company, partnership of any type, trust, or other legal entity.

**PLANT** means that term as defined in section 102 of the MMFLA, MCL 333.27102.

**PROPOSED MARIHUANA ESTABLISHMENT** means a location at which an applicant plans to operate a marihuana establishment under the Act and department rules if the applicant is issued a state license.

**RULES** means rules promulgated by the department in consultation with the MRA to implement the MRTMA.

**SECURITY PLAN** means a plan for preventing unauthorized access to, or theft and pilferage from, a marihuana establishment, approved for operation in the City of Marshall. A security plan must be approved by the City Manager with the advice of the Chief of Police. The plan shall be subject to review and reasonable approval by City staff, but shall include, at a minimum, the following components:

- a. Perimeter fence as necessary.
- b. An exterior lighting system.
- c. A building security system.
- d. An on-site security guard program.
- e. An off-site official contact list.
- f. Established hours of operation.
- g. Appropriate signage.
- h. A plan for facility inspection by the City of Marshall, which shall include no less than an annual comprehensive fire and security inspection.
- i. Such other conditions required by this Ordinance, the MRTMA, LARA rules, and as may be suitable for the particular license or marihuana establishment to be operated by the MRTMA licensee.

**SAFETY COMPLIANCE ESTABLISHMENT** means a person licensed to test marihuana, including certification for potency and the presence of contaminants.

**SCHOOL** means a public or private licensed pre-school, or a public, private, or charter elementary, middle, junior high, or high school, vocational school, and secondary school.

**SECURE TRANSPORTER** means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

**SPECIAL LICENSE** means a state license described under section 8 of the Act and issued pursuant to section 9 of the Act.

**STACKED LICENSE** means more than 1 state license issued to a single licensee to operate as a class C marihuana grower as specified in each state license at a marihuana establishment.

**STATE OPERATING LICENSE** means a license issued by the department that allows a person to operate a marihuana establishment.

**TEMPORARY MARIHUANA EVENT LICENSE** means a state license held by a marihuana event organizer for an event where the onsite sale or consumption of marihuana products, or both, are authorized at the location indicated on the state license during the dates indicated on the state license.

**UNREASONABLY IMPRACTICABLE** means that the measures necessary to comply with the rules or ordinances adopted pursuant to the Act subject licensees to unreasonable risk or require such a high investment of money, time, or any other resource or asset that a reasonably prudent businessperson would not operate the marihuana establishment.

**ZONING ORDINANCE** means the City of Marshall Zoning Ordinance, adopted September 16, 2016, as amended.

## § **FEDERAL AND STATE LAW.**

(A) Nothing in this Ordinance is intended to grant immunity from any criminal prosecution under Federal law.

(B) Relationship to State Law.

(1) Nothing in this Ordinance is intended to grant immunity from criminal or civil prosecution, penalty or sanction for the cultivation, manufacture, possession, use, sale, distribution or transport of marihuana or hemp in any form, that is not in strict compliance with the MRTMA, the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, the Marihuana Tracking Act, and all applicable rules promulgated by the State of Michigan regarding marihuana. Strict compliance with any applicable State law or regulation and this Ordinance shall be a requirement for the issuance or renewal of any license issued under this Ordinance. Noncompliance with any applicable State law or regulation or this Ordinance shall



be grounds for revocation or nonrenewal of any license issued under the terms of this Ordinance.

- (2) Except as otherwise provided by the MRTMA and this Ordinance, a person who owns or leases real property upon which a marihuana establishment is located and who has no knowledge that the licensee is violating or violated the MRTMA or a provision of this Ordinance, is not subject to criminal or civil prosecution under any applicable City ordinance regulating marihuana.

**§ CITY LIABILITY AND INDEMNIFICATION.**

(A) By accepting a license issued under the MRTMA and the agency, and pursuant to this Ordinance, the licensee waives and releases the City, its officers, elected officials, employees, and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest, prosecution or civil enforcement of marihuana establishment owners, licenses, operators, employees, clients or customers for a violation of this Ordinance, state or federal laws, rules or regulations.

(B) By accepting a license issued under the MRTMA and the agency, and pursuant to this Ordinance, all licensees agree to indemnify, defend and hold harmless the City, its officers, elected officials, employees, agents and insurers, against all liability, claims or demands arising on account of bodily injury, sickness, disease, death, property loss or damage or any other loss of any kind, including but not limited to, any claim of diminution of property value by a property owner whose property is located in proximity to a licensed operating establishment, arising out of, claimed to have arisen out of, or in any manner connected with the operation of a marihuana establishment or use of a product cultivated, processed, distributed or sold that is subject to the license, or any claim based on an alleged injury to business or property by reason of a claimed violation of the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. §1964(c) or any other alleged violation of law.

(C) By accepting a license issued under the MRTMA and the agency, and pursuant to this Ordinance, a licensee agrees to indemnify, defend and hold harmless the City, its officers, elected officials, employees, agents and insurers, against all liability, claims, penalties, or demands arising on account of any alleged violation of any existing law including the federal Controlled Substances Act, 21 U.S.C. §801 et seq. or Article 7 of the Michigan Public Health Code, MCL 333.7101 et seq.

**§ LOCATION AND NUMBER OF PERMITTED ESTABLISHMENTS.**

(A) The location and maximum number of each type of marihuana establishment and commercial entities under the Act permitted in the City is governed by applicable location and zoning regulations or as set forth in the table below.

(B) Table of Establishments and Licenses.

<u>Type of Establishment</u>	<u>Permitted or Number/ Location</u>
Marihuana Retailer	0
Marihuana Microbusiness	0
Temporary marihuana event	0
Designated consumption establishment	0
Marihuana Safety Compliance Facility	2 total in districts: I-1 and I-2, combined
Marihuana Secure Transporter	Unlimited number in districts: I-1 and I-2
Marihuana Processor	Permitted/Zoned in districts: I-1 and I-2
Class A Marihuana Grower	Permitted/Zoned in districts: I-1 and I-2
Class B Marihuana Grower	Permitted/Zoned in districts: I-1 and I-2
Class C Marihuana Grower	Permitted/Zoned in districts: I-1 and I-2
Excess Marihuana Grower	Permitted/Zoned in districts: I-1 and I-2

**§ LOCATION AND ELIGIBILITY.**

(A) No marihuana establishment shall be eligible to be issued a State or City operating license unless the applicant complies with this Ordinance and all City zoning regulations.

(B) No marihuana establishment shall be located within 1,000 feet of an existing school or City park.

(C) A licensee shall not operate a marihuana establishment at any place in the City other than the address provided in the application on file with the City Clerk.

(D) Marihuana Establishment licenses permitted under this Ordinance are governed by type and location requirements, as follows:

(1) Marihuana Grower License:

a. The location at which a grower establishment cultivates marihuana is a permitted use in the following zoning districts: I-1 and I-2, as provided by and subject to the requirements of this Ordinance and the Zoning Ordinance § 3.19-20. The City will

restrict locations and entity but shall not restrict number of licenses managed by that entity. Grower establishment, as measured from the property lot line, shall not be within 2,640 feet of another grow establishment or processing establishment licensed under the MRTMA, or grow or processing facility licensed under the MMFLA. Subject to the provisions of the MRTMA, more than one Marihuana Grower establishment license may be permitted per parcel or lot.

b. All grower establishments and operations must be within an enclosed, secured structure.

c. A licensee may occupy the same premises if holding a Grower and Processor license for the premises, and otherwise consistent with the Act and any rules promulgated by LARA.

d. A Grower may hold more than one class of grower license and excess marihuana grower license.

e. Consistent with the provisions of the Act, an applicant and each investor in a Grower license cannot have an interest in a secure transporter, safety compliance establishment, or microbusiness.

f. A Grower shall comply with all of the provisions of the MRTMA and shall:

- 1) Location of this establishment shall be permitted up to, but not beyond, any applicable lot coverage limitations set forth in the City of Marshall Zoning Ordinance.
- 2) An approved Security Plan.
- 3) Enter all transactions, current inventory, and other information as required by the MRTMA, LARA rules, the Marihuana Tracking Act, and all other applicable laws and regulations.
- 4) Sell or transfer marihuana seeds or marihuana plants only to another grower by means of a secure transporter, consistent with LARA rules.
- 5) Sell or transfer marihuana, other than seeds, only to a processor or marihuana retailer by means of a secure transporter, consistent with LARA rules.
- 6) No pesticides or insecticides which are prohibited by applicable law for fertilization or production of edible produce shall be used on any marihuana cultivated, produced, or distributed by a marihuana business.

7) A marihuana establishment shall be ventilated so that the odor of marihuana cannot be detected by a person with a normal sense of smell at the exterior of the marihuana establishment property line or at any adjoining use or property. Odor must be managed at the establishment site and by the installation of an operable filtration to ventilation and exhaust equipment and odors must otherwise be effectively confined to the interior of the building or dwelling from which the odor is generated.

g. Grower establishment must submit to City administration and receive an approved Security Plan and compliance with this Ordinance prior to operations.

h. Co-location and stacking of Grower licenses shall be permitted up to, but not beyond, any applicable lot coverage limitations set forth in this Ordinance and the City of Marshall Zoning Ordinance.

i. All buildings and structures shall be subject to inspection at any time by the City Fire Department to insure compliance with all applicable statutes, codes and ordinances.

(2) Marihuana Processor License:

a. The location at which a Processor establishment extracts resin from the marihuana or creates a marihuana-infused product is a permitted use in the following zoning districts: I-1 and I-2, as provided by and subject to the requirements of the Zoning Ordinance § 3.19-20. The City will restrict locations and only one Marihuana Processor establishment license shall be permitted per parcel or lot. Processor establishment, as measured from the property lot line, shall not be within 2,640 feet of another grow establishment or processing establishment licensed under the MRTMA, or grow or processing facility licensed under the MMFLA.

b. All Processor establishments and operations must be within an enclosed, secured structure.

c. A licensee may occupy the same premises if holding a Grower and Processor license for the premises, and otherwise consistent with the Act, and any LARA rules.

d. A Processor license authorizes the purchase of marihuana only from a Grower and sale of marihuana-infused products or marihuana only to a marihuana retailer, unless otherwise provided for under LARA rules.

e. An applicant and each investor in a processor license shall not have an interest in a secure transporter, safety compliance establishment or microbusiness.

f. A processor shall comply with all of the following:

- 1) Location of this establishment shall be permitted up to, but not beyond, any applicable lot coverage limitations set forth in the City of Marshall Zoning Ordinance.
- 2) An approved Security Plan.
- 3) Enter all transactions, current inventory, and other information as required by the MRTMA, LARA rules, the Marihuana Tracking Act, and all other applicable laws and regulations.
- 4) Transfer marihuana and marihuana-infused products only by means of a secure transporter, or in compliance with LARA rules.
- 5) Processor shall not produce any products other than useable marihuana products intended for human consumption.

(3) Marihuana Secure Transporter License:

a. The location at which a secure transporter stores marihuana and transports marihuana from is a permitted use in the following districts: I-1 and I-2, as provided by and subject to the requirements of the Zoning Code § 3.19-20.

b. Secure Transporter must meet the following requirements:

- 1) An approved Security Plan; and
- 2) Location of this license shall be permitted up to, but not beyond, any applicable lot coverage limitations set forth in the City of Marshall Zoning Ordinance.

c. Secure Transporter license is limited to the storage and transport of marihuana, marihuana-infused products and money associated with the purchase or sale of marihuana and marihuana-infused products between marihuana establishments at the request of a person with legal custody of the marihuana, marihuana-infused products, or money.

e. An applicant and each investor with an interest in a secure transporter license cannot have an interest in a grower, processor, marihuana retailer, marihuana microbusiness or safety compliance facility.

f. Secure Transporter which operates from a marihuana establishment located within the City shall secure a license from the City.

g. Secure transporter shall comply with all of the following:

- 1) Each driver operating pursuant to this section shall have a valid chauffeur's license issued by the State of Michigan.
- 2) Each vehicle must be operated with a 2-person crew with at least 1 individual remaining with the vehicle at all times during the transportation of marihuana or marihuana-infused product.
- 3) A route plan and manifest shall be entered into the statewide monitoring system, and a copy shall be carried in the transporting vehicle and presented to a law enforcement officer upon request.
- 4) The marihuana and marihuana-infused products shall be transported in one or more sealed containers and shall not be accessible while in transit.
- 5) A secure transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of marihuana or marihuana-infused products to determine compliance with this Ordinance and the Act.
- 6) A secure transporter shall enter all transactions, current inventory, and other information into the statewide monitoring system if such is required by the Act, LARA rules, or the Marihuana Tracking Act.
- 7) A secure transporting vehicle shall not bear markings or other indication that it is carrying marihuana or a marihuana-infused product.
- 8) When determining and reporting the route to take, a secure transporter shall select the most direct route that provides efficiency and safety.

(4) Marihuana Safety Compliance Facility License:

a. The location at which a safety compliance facility tests marihuana and marihuana-infused products is a permitted use in the following zoning districts: I-1 and I-2, as provided by and subject to the requirements of the Zoning Code § 3.19-20. The City will allow up to a total of two (2) state-approved and licensed safety compliance facilities in zoning districts: I-1 and I-2, combined.

b. Safety Compliance facility must meet the following requirements:

- 1) An approved Security Plan; and

- 2) Location of this license shall be permitted up to, but not beyond, any applicable lot coverage limitations set forth in the City of Marshall Zoning Ordinance.
- c. All testing must be conducted within an enclosed, secured structure and consistent with the provisions of the Act and any LARA rules.
- d. A licensed safety compliance establishment is authorized to:
  - 1) Take marihuana from, test marihuana for, and return marihuana to only a licensed marihuana grower, marihuana processor, marihuana retailer, or marihuana microbusiness.
  - 2) Collect a random sample of marihuana at the marihuana establishment of a marihuana grower, marihuana processor, marihuana retailer, or marihuana microbusiness for testing.
- e. A safety compliance establishment must be accredited by an entity approved by the agency by 1 year after the date the license is issued or have previously provided drug testing services to this state or this state's court system and be a vendor in good standing in regard to those services. The agency may grant a variance from this requirement upon a finding that the variance is necessary to protect and preserve the public health, safety, or welfare.
- f. An applicant and each investor with any interest in a safety compliance establishment cannot have an interest in a grower, secure transporter, processor, marihuana retailer or marihuana microbusiness.
- g. A safety compliance establishment shall comply with all of the following:
  - 1) Perform safety tests to certify that marihuana is reasonably free of known contaminants in compliance with the standards established by the agency.
  - 2) Use validated test methods to perform all safety tests and to determine tetrahydrocannabinol (THC), tetrahydrocannabinol acid (THC-A), cannabidiol (CBD), and cannabidiol acid (CBD-A) concentrations.
  - 3) Perform other tests necessary to determine compliance with any other good manufacturing practices as prescribed in LARA rules.
  - 4) Enter all transactions, current inventory, and other information into the statewide monitoring system as required by the Act, LARA rules, or the Marihuana Tracking Act.

- 5) Have a secured laboratory space that cannot be accessed by the general public.
- 6) Retain and employ at least 1 laboratory manager with a relevant advanced degree in a medical or laboratory science, to include, but not limited to ensure compliance with the Act and LARA rules.

**§ LICENSE REQUIRED.**

(A) No person shall establish or operate a marihuana establishment or marihuana commercial entity in the City without a valid municipal license issued by the City and a State license for each such establishment to be operated. License certificates shall be kept current and publicly displayed within the establishment.

(B) City licenses are required as follows:

- (1) A nonrefundable application fee per license in the amount as permitted by the Act and its regulations, as established by City Resolution, must be paid to defray administrative and review costs associated with processing an application for a marihuana establishment. If more than one type of marihuana license is to be located at a specified location, each proposed establishment shall require a separate license application and fee.
- (2) The nonrefundable application fee required under this section shall be due and payable upon submission of the application.
- (3) The application fee requirement set forth in this section shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or City law or ordinance, including, by way of example, any applicable zoning or building permits.
- (4) The issuance of any license pursuant to this section does not create an exception, defense, or immunity to any person in regard to any potential criminal liability the person may have for the production, distribution, or possession of marihuana under federal law.
- (5) Licenses may be allowed to be stacked for multiple uses per premise, subject to the City's determination that such uses are compatible together at that location, are consistent on a shared basis with all the provisions of the MRTMA and applicable rules, and each use is consistent with zoning and other provisions of the City Code of Ordinances, including but not limited to this Ordinance and the Zoning Ordinance. If those conditions are met, more than one different marihuana



establishment licensee may be located on one parcel, as permitted under this Ordinance.

**§ GENERAL LICENSE APPLICATION REQUIREMENTS.**

(A) A person seeking a license pursuant to the MRTMA and the provisions of this Ordinance shall submit an application to the City on City-issued forms. At the time of application, each applicant shall pay a nonrefundable license application fee as provided in this Ordinance to defray the costs incurred by the City for background investigations and inspection of the proposed premises, as well as any other costs associated with the processing of the application. In addition, the applicant shall present a suitable form of government-issued identification.

(B) The application shall also provide the following information in this subsection, under the penalty of perjury, on the City-issued forms. Such information is required for the applicant, the proposed manager of the marihuana establishment and commercial entity, and all persons who are in the marihuana commercial entity that is the subject of the application:

- (1) If the applicant is an individual, the applicant's name, date of birth, Social Security number, physical address, including residential and any business address; copy of government-issued photo identification, email address, one or more phone numbers, including emergency contact information; and, if applicable, federal tax identification number of the applicant.
- (2) If the applicant is a business entity, information regarding the entity, including, without limitation, the name and address of the entity, its legal status, and proof of registration with, or a certificate of good standing from, the State of Michigan, as applicable.
- (3) The identity of every applicant and person having any ownership interest in the establishment with respect to which the license is sought.
- (4) If the applicant is not the owner of the proposed licensed premises, a notarized statement from the owner of such property authorizing the use of the property for a marihuana establishment.
- (5) A copy of any deed reflecting the applicant's ownership of, or lease reflecting the right of the applicant to possess, or an option reflecting the applicant's right to purchase or lease, the proposed licensed premises.
- (6) Three (3) stamped or sealed 24 inch by 36 inch drawing of the proposed licensed premises showing, without limitation, building layout, all entryways and exits,

ingress and egress to the proposed licensed premises, loading zones and all areas in which marihuana will be grown, manufactured, processed, stored, or dispensed.

- (7) A location area map of the marihuana establishment and surrounding area that identifies the relative locations and the distances (closest property line to the subject marihuana establishment's building/structure) to the closest real property comprising a school or City park.
- (8) A comprehensive operation plan for the marihuana establishment which shall contain, at a minimum, the following:
  - a. A security plan, consistent with the definition of Security Plan within this Ordinance, indicating how the applicant will comply with the requirements of this Ordinance and any other applicable law, rule, or regulation.
  - b. For grower and processing establishments, a plan that specifies the methods to be used to prevent the growth of harmful mold and compliance with limitations on discharge into the wastewater system of the City.
  - c. A lighting plan showing the lighting outside of the marihuana establishment for security purposes and compliance with applicable City requirements.
  - d. A plan for disposal of any marihuana or marihuana-infused product that is not sold to a customer, in a manner that protects any portion thereof from being possessed or ingested by any person or animal.
  - e. A plan for ventilation of the marihuana establishment that describes the ventilation systems that will be used to prevent any odor of marihuana off the premises of the business. For marihuana establishments that grow marihuana plants, such plan shall also include all ventilation systems used to control the environment for the plants and describe how such systems operate with the systems preventing any odor leaving the premises. For marihuana businesses that produce marihuana-infused products, such plan shall also include all ventilation systems used to mitigate noxious gases or other fumes used or created as part of the production process.
  - f. A description of all toxic, flammable, or other materials regulated by a federal, state, or local authority that will be used or kept at the marihuana business, the location of such materials, and how such materials will be stored.

g. For grower and processing establishments, an applicant must submit electrical plans including projected peak loads and seasonal 24-hour load profiles to the City of Marshall Electric Department for an electric system load impact analysis. Applicant may be required to prepay costs associated the City's electric system enhancements that are necessary to meet to the applicant's annual electrical requirements. The associated costs may include but are not limited to:

- 1) Electric primary/secondary lines and supporting structures upgrades.
- 2) The cost of special electric transformers to accommodate the load.
- 3) The cost of all labor/material/equipment necessary to perform the upgrades.
- 4) The City of Marshall Electric Department reserves the right to deny or curtail electric service to any applicant based on the applicant's failure to meet the load acceptance review or to load requirements that cause the City of Marshall's electric system harmonic distortion, voltage fluctuations, power factor degradation or any other electric use that causes a negative impact on the City of Marshall's electric system.

h. For grower and processing establishments, an applicant must submit water main plans including projected peak daily and seasonal 24-hour water usage requirements to the City of Marshall Water Department for a review of the city's water model. Applicant may be required to construct the needed water system to city standards at their cost. Design will be required by the Developer's Engineers with reviews by city staff. Should this new water main be required to become part of the city's water system all required permits shall be submitted with the required plans and profiles to city staff for submittal to the State of Michigan. No installation of water mains shall be completed prior to receipt of the proper permits from the State.

The associated costs may include but are not limited to:

- 1) Connection Fees per City Ordinances.
- 2) Costs for analysis and review of the city's water model.
- 3) Costs for any required flow testing.

- 4) The City of Marshall Water Department reserves the right to deny or curtail water service to any applicant based on the applicant's failure to meet the requirements of the City of Marshall's water system or any other use that causes a negative impact to the City of Marshall's water system.
- (9) Prior to making a modification to a structure that would require a building permit or which would alter or change items required by this subsection, the licensee shall submit to the City detailed construction drawings showing at minimum, a full site plan, interior and exterior lighting requirements, the full mechanical heating and ventilation plan, a detailed security plan, before and after floor plans and specifications, non-rated and rated separation details and locations, accessible route from the public way to the accessible entrance, accessible route to the primary function and within the facility and accessible bathrooms. The licensee shall make application for a plan review and a building permit for the modifications to the premises, on forms provided by the City. Additional specifications may be required. A building or structure hereafter constructed or renovated for use as a marijuana establishment shall not be used or occupied in whole or in part until a certificate of use and occupancy has been issued by the City.
  - (10) Proof of Insurance. A licensee shall at all times maintain full force and effect for duration of the license, worker's compensation insurance as required by state law, and general liability insurance with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit issued from a company licensed to do business in Michigan. A licensee shall provide evidence to the City Clerk of the ability to obtain a certificate of insurance for a valid and effective policy which discloses the limits of each policy, the name of the proposed insurer, the effective date and expiration date of each policy, the policy number, and the names of the additional insureds. When issued, the policy shall name the City of Marshall and its officials and employees as additional insureds to the limits required by this section. A licensee or its insurance broker shall notify the City of any cancellation or reduction in coverage within seven days of receipt of insurer's notification to that effect. The licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the City Clerk within 5 business days in the event of expiration or cancellation of coverage.

- (11) Whether an applicant has been indicted for, charged with, arrested for, or convicted of, pled guilty or nolo contendere to, forfeited bail concerning any criminal offense under the laws of any jurisdiction, either felony or controlled-substance-related misdemeanor, not including traffic violations, regardless of whether the offense has been reversed on appeal or otherwise, including the date, the name and location of the court, arresting agency, and prosecuting agency, the case caption, the docket number, the offense, the disposition, and the location and length of incarceration. Prior criminal history will be addressed/considered consistent with the provisions of the MRTMA, including but not limited to MCL 333.27958(1)(c).
- (12) Whether an applicant has ever applied for or has been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action.
- (13) Whether an applicant has filed, or been served with, a complaint or other notice filed with any public body, regarding the delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law, including the amount, type of tax, taxing agency, and time periods involved.
- (14) A description of the type of marihuana establishment; and the anticipated or actual number of employees.
- (15) An acknowledgment and consent that the City may conduct a background investigation, including a criminal history check, and that the City will be entitled to full and complete disclosure of all financial records of the marihuana commercial entity, including records of deposit, withdrawals, balances and loans; and
- (16) Any additional information that the City Manager's Office or Police Department reasonably determines to be necessary in connection with the investigation and review of the application.

(C) Consistent with the MRTMA, including but not limited to MCL 333.27959(7), and the Freedom of Information Act, MCL 15.231 et seq., the information provided to the City Clerk pursuant to this section relative to licensure is exempt from disclosure.

(D) All marihuana establishment and marihuana commercial entities shall obtain all other required permits or licenses related to the operation of the marihuana commercial entity, including,

without limitation, any development approvals or building permits required by any applicable code or ordinance.

(E) If a deficiency is identified in an application, the applicant shall have ten (10) business days to correct the deficiency after notification.

(F) Upon an applicant's completion of the above-provided form and furnishing of all required information and documentation, the City Clerk shall accept the application and assign it an application number by establishment type.

(G) Upon receipt of a completed application, the City Clerk shall circulate the application to the City Manager's Office, Marshall Police and Fire Departments, City Attorney, Assessing Department, Department of Public Works, Planning and Zoning Department, and the Electric Department (as well as any other City department that the Office of the City Manager may determine is pertinent to review of such applications) to determine whether the application is in full compliance with all applicable laws, rules and regulations.

(H) License Evaluation Criteria. Section 9 of the Act requires that the City establish a competitive process to select applicants who are best suited to operate in compliance with the Act and this Ordinance when a municipality limits the number of marihuana establishments that may be licensed in the municipality. In the event that the City receives more applications for a marihuana establishment than available and permitted by this Ordinance, the City requires that applicants submit a business plan including:

- (1) The applicant's experience in operating other licensed marihuana businesses in Michigan.
- (2) The applicant's general business management experience.
- (3) An estimate of the number and type of jobs that the marihuana establishment is expected to create and the amount and type of compensation expected to be paid for such jobs.
- (4) A current organizational chart that includes position descriptions.
- (5) Planned tangible capital investment in the City, including if multiple licenses are proposed, an explanation of the economic benefits to the City with supporting factual data.
- (6) If a Marihuana Grower Establishment is proposed, the number of plants anticipated.
- (7) Financial structure and financing of the proposed marihuana establishment(s).

**§ DENIAL OF APPLICATION.**

(A) The City Clerk, following recommendations from the above-referenced departments, shall reject any application that does not meet the requirements of the MRTMA, the rules promulgated by LARA, this Ordinance, the City Code of Ordinances, Zoning Ordinance, or other applicable law or regulations. The City Clerk shall reject any application that contains any false, misleading or incomplete information.

(B) Subject to the provisions of the MRTMA, an applicant is ineligible to receive a license under this Ordinance if any of the following circumstances exist regarding the applicant:

- (1) Conviction that involved distribution of a controlled substance to a minor.
- (2) The applicant knowingly submitted an application for a license that contains false, misleading or fraudulent information, or who has intentionally omitted pertinent information on the application for a license.
- (3) The applicant is an employee, advisor, or consultant of the agency involved in the implementation, administration, or enforcement of the act or these rules pursuant to section 7 of the act, MCL 333.27957.
- (4) The applicant holds an elective office of a governmental unit of this state, another state, or the federal government; is a member of or employed by a regulatory body of a governmental unit in this state, another state, or the federal government; or is employed by a governmental unit of this state. This subdivision does not apply to an elected officer of or employee of a federally recognized Indian tribe or to an elected precinct delegate.
- (5) Conviction of or release from incarceration for a felony under the laws of this state, any other state, or the United States within the past 10 years, except that, consistent with MCL 333.27958(1)(c), a prior conviction solely for a marihuana-related offense does not disqualify an individual or otherwise affect eligibility for licensure, unless the offense involved distribution of marihuana to a minor.
- (6) Other than as set forth in MCL 333.27958(1)(c), within the past 5 years, conviction of a misdemeanor involving a controlled substance, theft, dishonesty, or fraud in any state or having been found responsible for violating a local ordinance in any state involving a controlled substance, dishonesty, theft, or fraud that substantially corresponds to a misdemeanor in that state.
- (7) The applicant fails to provide and maintain adequate premises liability and casualty insurance for its proposed marihuana establishment.
- (8) The applicant does not meet the MRTMA provisions concerning eligible license applicants, including but not limited to the provisions of subsections (6) - (7), and

MCL 333.27959, which set forth time periods within which only certain applicants may obtain licenses.

- (9) The applicant is an owner of, or has an interest in, such business or entity which, pursuant to the provisions of MCL 333.27959(3)(d), would make the applicant ineligible for the license for which the applicant has applied, or the applicant otherwise fails to meet other criteria established by state law.

**§ ISSUANCE OF CITY MARIHUANA ESTABLISHMENT OPERATING LICENSE.**

(A) Inspection. An inspection of the proposed marihuana establishment by the City shall be required prior to issuance of the City operating license. Such inspection shall occur after the premises are ready for operation, but prior to the stocking of the business with any marihuana, and prior to the opening of the business to the public. The inspection is to verify that the business establishments are constructed and can be operated in accordance with the application submitted and the applicable requirements of this Ordinance and any other applicable law, rule, or regulation.

(B) After verification that the marihuana establishment is constructed and can be operated in accordance with the application submitted and the applicable requirements of this Ordinance and any other applicable law, rule, or regulation, the City Clerk shall issue a City operating license whose term shall run concurrent with the State operating license for the establishment.

(C) Maintaining a valid marihuana establishment license issued by the State is a condition for the issuance and maintenance of the City operating license issued under this Ordinance and the continued operation of any marihuana establishment.

**§ LICENSE FORFEITURE.**

In the event that a marihuana establishment does not commence operations within one year of issuance of a City operating license, the license shall be deemed forfeited; the business may not commence operations and the license is not eligible for renewal.

**§ LICENSE RENEWAL.**

(A) A City marihuana establishment operating license shall run concurrently with the State operating marihuana license issued for the establishment, unless revoked as provided by law.

(B) An annual nonrefundable operating license fee must be paid to defray the administrative and enforcement costs associated with the operating license for a marihuana establishment located in the City. A nonrefundable operating license fee will be in an amount as permitted by the Act and its regulations, as established by City Resolution. An application to renew a marihuana establishment operating license shall be filed at least thirty (30) days prior to the date of its expiration.



(C) Prior to the issuance of a renewed marihuana establishment license by the City, the premises shall be inspected to assure that it and its systems are in compliance with the requirements of this Ordinance and the City Code of Ordinances.

**§ TRANSFER, SALE OR PURCHASE OF LICENSE.**

(A) An operating license is valid only for the owner named thereon, the type of business disclosed on the application for the license, and the location for which the license is issued. The licensees of a marihuana establishment license are only those persons disclosed in the application or subsequently disclosed to the City in accordance with this Ordinance.

(B) An operating license is exclusive to the licensee. Licensee shall report material changes to the department and the City Clerk before making material changes that may require prior authorization by the department. Material changes include, but are not limited to, the following:

- (1) Change in owners, officers, members, or managers.
- (2) Change of location. Upon notification of a change in location the department may determine that a new license and new inspection are required for the change of location.
- (3) The addition or removal of persons named in the application or disclosed.
- (4) Change in entity name.
- (5) Any attempted transfer, sale, or other conveyance of an interest in a license.

**§ LICENSE AS REVOCABLE PRIVILEGE.**

An operating license granted by this Ordinance is a revocable privilege granted by the City and is not a property right. Granting a license does not create or vest any right, title, franchise, or other property interest. Each license is exclusive to the licensee, and a licensee or any other person must apply for and receive the City's approval before a license is transferred, sold, or purchased. A licensee or any other person shall not lease, pledge, or borrow or loan money against a license. The attempted transfer, sale, or other conveyance of an interest in a license without prior agency approval is grounds for suspension or revocation of the license or for other sanction considered appropriate by the City.

**§ NONRENEWAL, SUSPENSION OR REVOCATION OF LICENSE.**

(A) The City Manager may, after notice and hearing, suspend, revoke or refuse to renew a license for any of the following reasons:

- (1) The applicant or licensee, or his or her agent, manager or employee, has violated, does not meet, or has failed to comply with, any of the terms, requirements,

conditions or provisions of this Ordinance or with any applicable state or local law or regulation;

- (2) The applicant or licensee, or his or her agent, manager or employee, has failed to comply with any special terms or conditions of its license pursuant to an order of the state or local licensing authority, including those terms and conditions that were established at the time of issuance of the license and those imposed as a result of any disciplinary proceedings held subsequent to the date of issuance of the license; or
- (3) The marihuana establishment or marihuana commercial entity has been operated in a manner that adversely affects the public health, safety or welfare.

(B) Evidence to support a finding under this section may include, without limitation, a continuing pattern of conduct, a continuing pattern of drug-related criminal conduct within the premises of the marihuana establishment or marihuana commercial entity or in the immediate area surrounding such business, a continuing pattern of criminal conduct directly related to or arising from the operation of the marihuana establishment or marihuana commercial entity, or an ongoing nuisance condition emanating from or caused by the marihuana establishment or marihuana commercial entity. Criminal conduct shall be limited to the violation of a state law or regulation or City ordinance.

(C) Questions that arise in the administration of this Ordinance, including appeals of suspension and revocations of City operating licenses, shall be determined pursuant to Title XI of the City Code.

## **§ COMPLIANCE WITH RULES; INSPECTIONS.**

(A) A licensee shall strictly comply with the rules and emergency rules related to marihuana that may from time to time be promulgated by the Department.

(B) If it is determined that the Marihuana Tracking Act applies, or LARA promulgates rules or regulations which require such, a licensee shall adopt and use the statewide monitoring system of inventory control and tracking authorized by the Marihuana Tracking Act so as to provide the capability for the licensee to comply with the State requirements applicable to the type of license held by the licensee.

(C) A marihuana establishment and all articles of property in the establishment are subject to inspection, search and examination at any time by a member of the Marshall Police Department, the Michigan State Police or other law enforcement agency having jurisdiction.

(D) Any failure by a licensee to comply with department rules or the provisions of this Ordinance and any infraction or violation, however slight, is sufficient grounds for suspension and revocation of licensure under this Ordinance.

**§ SIGNAGE AND ADVERTISING.**

(A) All signage and advertising for a marihuana establishment shall comply with all applicable provisions of this Ordinance and applicable City ordinance and Codes. In addition, it shall be unlawful for any licensee to:

- (1) Use advertising material that is misleading, deceptive or false or that, as evidenced by the content of the advertising material or by the medium or the manner in which the advertising material is disseminated, is designed to appeal to minors; and
- (2) Advertise in a manner that is inconsistent with the provisions of this Ordinance, the MRTMA or LARA rules.

**§ MARIHUANA ESTABLISHMENTS; SECURITY REQUIREMENTS AND LIMITATIONS.**

(A) Security measures at all licensed premises shall comply with the requirements of this Ordinance and the MRTMA, including but not limited to MCL 333.27961, and all applicable rules and regulations promulgated by the department.

(B) A description of the Security Plan shall be submitted with the application for a City operating license. The security system, shall be maintained in good working order and provide twenty-four hours per day coverage. A separate security system is required for each establishment.

(C) The Security Plan must include, at a minimum, the following security measures:

- (1) Cameras. The marihuana establishment shall install and use security cameras to monitor and record all areas of the premises (except in restrooms) where persons may gain or attempt to gain access to marihuana or cash maintained by the marihuana business entity. Cameras shall record operations of the business to an off-site location, as well as all potential areas of ingress or egress to the business with sufficient detail to identify facial features and clothing. Recordings from security cameras shall be maintained for a minimum of thirty (30) days in a secure off-site location in the City or through a service over a network that provides on-demand access, commonly referred to as a "cloud." The off-site location shall be included in the security plan submitted to the City and provided to the Police Department upon request, and updated within seventy-two hours of any change of such location.
- (2) Use of safe for storage. The marihuana establishment and commercial business shall install and use a safe for storage of any processed marihuana and cash on the premises when the business is closed to the public. The safe shall be incorporated

into the building structure or securely attached thereto. For marihuana-infused products that must be kept refrigerated or frozen, the business may lock the refrigerated container or freezer in a manner authorized by the City in place of the use of a safe so long as the container is affixed to the building structure.

- (3) Alarm system. The marihuana establishment and commercial business shall install and use an alarm system that is monitored by a company that is staffed twenty-four hours a day, seven days a week. The Security Plan submitted to the City shall identify the company monitoring the alarm, including contact information, and updated within seventy-two hours of any change of monitoring company.

## **§ VISIBILITY OF ACTIVITIES; CONTROL OF EMISSIONS.**

(A) All activities of marihuana establishment and commercial entities, including, without limitation, the cultivating, growing, processing, sale (where permitted), displaying, manufacturing, selling, and storage of marihuana and marihuana-infused products shall be conducted consistent with the MRTMA, including but not limited to MCL 333.27961 concerning activities to be conducted outside of public view.

(B) No marihuana or marihuana accessories shall be displayed or kept in a business so as to be visible from outside the licensed premises.

(C) Sufficient measures and means of preventing smoke, odors, debris, dust, fluids and other substances from exiting a marihuana establishment and commercial entity must be provided at all times. In the event that any odors, debris, dust, fluids or other substances exit a marihuana establishment and/or commercial entity, the owner of the subject premises and the licensee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The licensee shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations.

## **§ MARIHUANA CULTIVATION.**

(A) Cultivation, generally.

- (1) Marihuana cultivation shall be conducted consistent with this Ordinance, the MRTMA, including but not limited to MCL 333.27961, and any LARA rules, within an enclosed, secured structure; and
- (2) Marihuana cultivation shall comply with all applicable requirements of the laws and regulations of the City and the State.

(B) All marihuana products kept on premises where marihuana plants are grown shall be stored in a locked and enclosed space.

(C) All exterior and interior lighting shall meet the requirements of City Ordinances, the Michigan Building Code and the National Electrical Code.

(D) No marihuana cultivation activity shall result in the emission of any gas, vapors, odors, smoke, dust, heat or glare that is noticeable at or beyond the property line of the dwelling at which the cultivation occurs. Sufficient measures and means of preventing the escape of such substances from a dwelling must be provided at all times. In the event that any gas, vapors, odors, smoke, dust, heat or glare or other substances exit a dwelling, the owner of the subject premises shall be liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The owner shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations. In the event there is a lessee of the subject premises, the owner and the lessee shall be jointly and severally liable for such conditions.

#### **§ ODOR CONTROL.**

(A) No person, tenant, occupant, or property owner shall permit the emission of marihuana odor from any source to result in detectable odors that leave the premises upon which they originated and interfere with the reasonable and comfortable use and enjoyment of another's property.

(B) Whether or not a marihuana odor emission interferes with the reasonable and comfortable use and enjoyment of a property shall be measured against the objective standards of a reasonable person of normal sensitivity.

(C) A grower or a processor shall install and maintain in operable condition a system which precludes the emission of marihuana odor from the premises.

#### **§ SEPARATION OF LICENSED PREMISES.**

(A) A grower establishment and processor establishment are separate marihuana commercial entities requiring separate licenses, and separate premises unless co-located. In addition to all other application requirements for separate premises, each facility shall:

- (1) Have separate operations, ventilation, security, and fire suppression systems, and separate access from a public area.
- (2) Be divided within a building from floor to roof.

#### **§ PROHIBITED ACTS.**

(A) It shall be unlawful for a marihuana retailer, or similar type entity, or a marihuana microbusiness, or similar entity, to locate and operate with the boundaries and jurisdiction of the City.

(B) It shall be unlawful for a temporary marihuana event, or similar marihuana event, and designated consumption establishment, or similar entity, to locate and operate with the boundaries and jurisdiction of the City.

(C) It shall be unlawful for any licensee to permit the consumption of alcohol beverages on the licensed premises.

(D) It shall be unlawful for any licensee to permit the consumption of retail marihuana or retail marihuana products on the licensed premises.

**§ REPORTS OF CRIME.**

Reports of all criminal activities or attempts of violation of any law at the marihuana establishment or related thereto shall be reported to Marshall Police Department within twelve hours of occurrence, or its discovery, whichever is sooner.

**§ INSPECTION OF LICENSED PREMISES.**

(A) During all business hours and other times when the premises are occupied by the licensee or an employee or agent of the licensee, all licensed premises shall be subject to examination and inspection by the Marshall Police Department and all other City departments for the purpose of investigating and determining compliance with the provisions of this Ordinance and any other applicable state and local laws or regulations.

(B) Consent to Inspection. Application for a marihuana business license or operation of a marihuana business, or leasing property to a marihuana business, constitutes consent by the applicant, and all owners, managers, and employees of the business, and the owner of the property to permit the City Manager or designee to conduct routine examinations and inspections of the marihuana business to ensure compliance with this Ordinance or any other applicable law, rule, or regulation. For purposes of this Ordinance, examinations and inspections of marihuana businesses and recordings from security cameras in such businesses are part of the routine policy of enforcement of this Ordinance for the purpose of protecting the public safety, individuals operating and using the services of the marihuana business, and the adjoining properties and neighborhood.

(C) Application for a marihuana establishment business license constitutes consent to the examination and inspection of the business as a public premise without a search warrant, and consent to seizure of any surveillance records, camera recordings, reports, or other materials required as a condition of a marihuana establishment license without a search warrant.

(D) A licensee, or an employee or agent of the licensee, shall not threaten, hinder or obstruct a law enforcement officer or a City inspector or investigator in the course of making an examination or inspection of the licensed premises and shall not refuse, fail, or neglect to cooperate with a law enforcement officer, inspector, or investigator in the performance of his or her duties to enforce this Ordinance, the MRTMA, or applicable state rules.

**§ OTHER LAWS REMAIN APPLICABLE.**

To the extent the State adopts in the future any additional or stricter law or regulation governing the sale or distribution of marihuana, the additional or stricter regulation shall control the establishment or operation of any marihuana commercial entity in the City. Compliance with any applicable state law or regulation shall be deemed an additional requirement for issuance or denial of any license under this Ordinance, and noncompliance with any applicable state law or regulation shall be grounds for revocation or suspension of any license issued hereunder.

**§ GRANT OF ADMINISTRATIVE AUTHORITY.**

The City Manager is granted the power and duty to fully and effectively implement and administer the license application process and issuance of licenses issued by the City under this Ordinance.

**§ VIOLATIONS AND PENALTIES.**

(A) In addition to the possible denial, suspension, revocation or nonrenewal of a license under the provisions of this Ordinance, consistent with MCL 333.27956(2)(d), any person or marihuana establishment, including, but not limited to, any licensee, manager or employee of a marihuana commercial entity, who violates any of the provisions of this Ordinance, shall be responsible for a municipal civil infraction and a fine of not more than \$500, or as permitted by law.

(B) In addition, any person, including any person, customer or member of the public, who violates the provisions of section 4 of the Act, MCL 333.27954, and who acts in a manner contrary to the acts prohibited therein, except as may be otherwise provided in MCL 333.27965, shall be guilty of a misdemeanor.

(C) Notwithstanding the above, to the extent any violation or penalty set forth herein may be deemed inconsistent with any State law, or inconsistent with any rule or penalty which is promulgated by the department, now or hereafter, including but not limited to those promulgated pursuant to MCL 333.27958, then the state law or department rule or penalty shall govern over the provisions of this Ordinance, as determined by state preemption.

(D) A violation of this Ordinance is deemed to be a nuisance, per se. In addition to any remedies available at law, the City may bring an action for an injunction or other process against any person to restrain, prevent or abate any violation of this Ordinance.

(E) Each day on which any violation of this Ordinance occurs or continues constitutes a separate offense, subject to separate sanctions. The paying of a fine or sanctions under this Ordinance shall not exempt the offender from meeting the requirements of this Ordinance.

(F) In addition, the City may seek injunctive relief against persons alleged to be in violation of this Ordinance, and such other relief as may be provided by law.

(G) This Ordinance shall be administered and enforced by the Office of the City Manager or by such other person (s) as designated by the City Manager.

## **§ ADDITIONAL PROVISIONS.**

(A) Notwithstanding any provision herein, to the extent it may be determined that any provision in this Ordinance is in conflict with either the MRTMA, or the rules and regulations of LARA, or other provisions of law, then such provision of this Ordinance as is in conflict shall be subject to and preempted by the rule or provision of law of this State.

(B) Consistent with the provisions of the MRTMA, nothing herein shall prevent any employer from disciplining any employee for violation of a workplace drug policy or for working while under the influence of marihuana, nor does anything in this Ordinance prevent an employer from developing workplace policies, or from refusing to hire a person because of that person's violation of a workplace drug policy.

(C) Consistent with the MRTMA, nothing in this Ordinance prevents a landlord from prohibiting or otherwise regulating the consumption, cultivation, distribution, processing, sale or display of marihuana and marihuana accessories on leased property except that a lease agreement may not prohibit a tenant from lawfully possessing and consuming marihuana by means other than smoking as set forth in the MRTMA and the LARA rules.

## **§ SEVERABILITY**

The provisions of this Ordinance are hereby declared to be severable. If any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect. The provisions herein shall be construed as not interfering or conflicting with the statutory regulations for licensing recreational (adult use) marihuana establishments pursuant to Initiated Law 1 of 2018, as amended.



§ **EFFECTIVE DATE.**

This Ordinance shall become on 30 days after publication and recording as required by law.

This Ordinance [or a summary thereof as permitted by MCL 125.3401] 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. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Adopted and signed this \_\_\_\_ day of \_\_\_\_, 2019.

\_\_\_\_\_  
Joe Caron, MAYOR

\_\_\_\_\_  
Trisha Nelson, City Clerk

I, Trisha Nelson, being duly sworn as the Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on \_\_\_\_\_, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

\_\_\_\_\_  
Trisha Nelson, City Clerk



**ADMINISTRATIVE REPORT**  
**September 16, 2019 City Council Meeting**

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Aaron Ambler, Water Superintendent  
Jon Bartlett, Director of Finance  
Tom Tarkiewicz, City Manager

**SUBJECT:** Water Withdrawal Consulting Services

**BACKGROUND:** In 2017 the City contracted with Stantec Consulting of Ann Arbor Michigan to explore increased ground water supply capacity. Stantec has coordinated the efforts between the City and MDEQ/EGLE in regards to water withdrawal, installing new wells, testing new wells and project management. The efforts have largely centered on support for the 96-hour pumping test performed at Well #6 in June 2019 in accordance with the EGLE approved work plan, including wetlands impact assessment.

The following provides a summary of City funding for Stantec Project # 2075143500:

- Original PO 2017.315 closed April 2018 – Total authorization of \$135,000.
- PO 2018.353 issued April 2018 – Authorized at \$7,800 for overage on PO 2017.315 only.
- PO 2018.354 issued April 2018 - Initial authorization at \$15,000. Start of Stantec Task 600. PO was increased in August 2018. PO closed September 7, 2018.
- Current PO 2019.123 issued September 7, 2018, for \$25,000. Start of Stantec Task 601.
- PO 2019.123 was adjusted February 2019 by \$32,500 for a total amount of \$57,500.
- Stantec requests an increase of \$18,220. Total PO 2019.123 authorization is \$71,190.

PO 2019.123 was increased to incorporate all Stantec services rendered or almost completed as of September 1, 2019.

Staff has discussed with Stantec, what would be a good estimate going forward to complete various tasks within the original scope of the project as follows:

- **Task 100** – Resource Impact Assessment and Monitoring Plan for the City's Well Field – Estimate \$15,000
- **Task 200** – Support EGLE Review/Approval of Well 6 Groundwater Withdrawal Estimate \$10,000
- **Task 300** – Well 5 Resource Impact Assessment and Monitoring Plan – Estimate \$10,000
- **Task 600** – Project Management – Estimate \$7,500

**RECOMMENDATION:** It is recommended that City Council approve an authorization of \$71,190 for the project that will close out the work accomplished through September 1, 2019. This increase will bring all services rendered by Stantec up to date.

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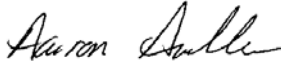
It is further recommended that City Council approve a budget increase of \$42,500 with Stantec for the upcoming services \$42,500

**FISCAL EFFECT:** The Water Fund 591-539-801.00, Professional Services budget, will be increased in the amount of \$71,190.00 as this was not a budgeted project. Additionally, the project will be funded as part of the July 2019, Water Bond Issue.


The Water Fund 591-900-970.31, Capital Outlay – Industrial Park Water Project budget will be increased in the amount of \$42,500 as this was not a budgeted project for FY2020. The project will be funded as part of the July 2019, Water Bond Issue. To date \$227,408,87 has been expended from the 2019 Water Revenue Bond Issue.

**ALTERNATIVES:** As suggested by Council.

Respectfully Submitted,

  
Aaron Ambler  
Water Superintendent

  
Jon Bartlett  
Director of Finance

  
Tom Tarkiewicz  
City Manager



**ADMINISTRATIVE REPORT**  
**September 16, 2019 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and Council Members

**FROM:** Ed Rice, Director of Electric Utilities  
Tom Tarkiewicz, City Manager

**SUBJECT:** Major Material Purchases for the Pearl Street Electric Substation Increase in Capacity Project.

**BACKGROUND:** The City Council approved the expediting of design for the Increase in Capacity Project (Project) for its Pearl Street 138/12.47kv Substation at its regular meeting on March 4, 2019. The City Council, subsequently, approved the purchase of a 30mva transformer at the low-bid price of \$818,000 for the Project at its regular meeting on July 15, 2019.

The City's Pearl Street Electric Substation provides electricity to approximately 90% of the City's current electric utility customers. The substation was constructed in 1982 with two 20MW transformers and has a current peak load on the station of 23MW. The two transformers were necessary to provide reliability in case one of the transformers must be taken out of service for an emergency or scheduled maintenance. An approximate 30MW of additional load is planned to be connected to the Pearl St. Substation within the next year caused mainly from new marijuana grow facilities.

A Request for Proposal was written and advertised/distributed on August 21, 2019 for additional major electrical equipment required for the Project with a bid opening of September 10, 2019.

The total conceptual cost for the project is \$2.5 million.

There are several major equipment purchases required for the substation that have long lead times which requires Council approval for authorization to purchase. The additional equipment is as follows:

- A. Four (4) 15kv circuit breakers (1200 amp).  
Competitive bids were sought and received from three (3) qualified manufactures with the following results:

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	<u>Bid</u>	<u>Delivery Date</u>
Siemens Power T&D	\$57,148.00	18 weeks
Mitsubishi Electric	\$69,000.00	24 weeks
ABB T&D	\$79,520.00	21 weeks

B. One (1) 15kv circuit breaker (2000 amp).

Competitive bids were sought and received from three (3) qualified manufactures with the following results:

	<u>Bid</u>	<u>Delivery Date</u>
Siemens Power T&D	\$18,286.00	18 weeks
ABB Power T&D	\$21,995.00	21 weeks
Mitsubishi Electric	\$24,985.00	24 weeks

C. 138kv Metering Combination Units.

Competitive bids were sought and received from three (3) qualified manufactures with the following results:

	<u>Bid</u>	<u>Delivery Date</u>
ABB T&D	\$37,815.00	25 weeks
Trench	\$44,850.00	26 weeks
General Electric	\$52,335.00	27 weeks

D. 138kv Circuit Switcher (1200 amp).

Competitive bids were sought and received from three (3) qualified manufactures with the following results:

	<u>Bid</u>	<u>Delivery Date</u>
Siemens Power T&D	\$42,050.00	20 weeks
Southern States	\$45,145.00	20 weeks
S&C Electric	\$56,378.00	20 weeks

**RECOMMENDATON:** It is recommended by staff that the City Council approve the awarding of the following purchases to the low bidder:

- Item "A" - Four (4) 15kv 1200 amp circuit breakers in the amount of \$57,148.00 to Siemens Power T&D.
- Item "B" – One (1) 15kv 2000 amp circuit breaker in the amount of \$18,286.00 to Siemens Power T&D.

- Item “C” – Three (3) 138kv metering units in the amount of \$37,815.00 to ABB T&D.
- Item “D” – One (1) 138kv Circuit Switcher (1200amp) in the amount of \$42,050.00 to Siemens Power T&D

**FISCAL EFFECTS:** This Pearl St. Substation Increase in Capacity Project is identified in the 2019/20 Capital Improvement Plan with a conceptual estimate of \$2.5 million. These associated material purchases will be funded from the Electric Departments upcoming revenue bond. The project’s engineering, construction labor and materials may ultimately be funded through net revenues gained from the early electric service connections of minor marijuana grow facilities. It is expected to have a one (1) year pay back on this Project by the net revenues gained from the new marijuana based electric load.

**ALTERNATIVES:** As suggested by City Council.

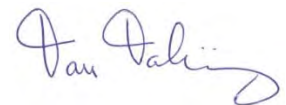
**CITY GOAL CLASSIFICATION: GOAL AREA IV - INFRASTRUCTURE**

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

Respectfully Submitted,



Edward E. Rice, P.E.  
Electric Utilities Director



Tom Tarkiewicz  
City Manager



**ADMINISTRATIVE REPORT**  
**SEPTEMBER 16, 2019 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and Council Members  
**FROM:** Ed Rice, Director of Electric Utilities  
Tom Tarkiewicz, City Manager  
**SUBJECT:** Hydro Electric Dam Remediation Project

**BACKGROUND:** The City of Marshall owns and operates a 124 year old hydroelectric facility on the Kalamazoo River. The facility is under the jurisdiction of the Federal Energy Regulatory Commission (FERC) who in 2010 changed the status of the dam from a significant hazard to a high hazard dam and ordered the City to perform a comprehensive dam inspection which was completed in 2012. The inspection identified three major deficiencies in the earthen embankment portion of the dam; 1) leaks; 2) significant tree growth with root systems, and 3) a low freeboard water condition which could cause overtopping resulting in a washout of the earthen embankment during a major rain event. Also identified was the risk to pedestrians on the Riverwalk during a dam failure. On August 20, 2015 the FERC ordered the City to develop a plan and remediation schedule to correct the identified deficiencies in the dam.

During the last four (4) years the City Councils and city staff have been analyzing options (including City Council updates, options cost analysis, meetings with state and federal regulatory agencies, impoundment sediment analysis, and public forums) to develop a best overall solution to the meet the FERC's order to remediate the earthen embankment of Marshall's Hydroelectric Dam. On March 18, 2019, based on the results of the detailed analysis, City staff presented a recommendation to City Council to "approve the estimated lowest cost plan to remediate the earthen embankment through the use of a coffer dam and retain the hydroelectric impoundment". City Council approved the recommendation and directed staff to develop a Request for Proposal (RFP) to be issued to qualified dam engineering and construction management consultants.

After being developed, the lump sum RFP was locally advertised and issued on June 26, 2019 to 19 qualified dam engineering consultants with a bid opening time/date of 1:00 PM on Monday, September 9, 2019. Five (5) of the engineering consultants attended a mandatory pre-bid meeting on July 9, 2019. Two of the consultants subsequently submitted bids to the City Clerk which were opened at the specified date/time. Both of the bids were analyzed by City staff and deemed to be qualified. The design and construction management bids submitted by the consultants are as follows:

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f 269.781.3835  
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Lawson-Fisher Associates P.C. South Bend, IN	\$498,600.00
Stantec Consulting Michigan, Inc Ann Arbor, MI	\$672,000.00

**RECOMMENDATION:** It is staff's recommendation that City Council award the engineering and construction management contract for the FERC required remediation of the earthen embankment of the Perrin Hydroelectric Dam to the low bidder – Lawson Fisher Associates, South Bend, Ind. in the amount of \$498,600.00 with a \$25,000 contingency and authorize the City Clerk to sign the contract.

**FISCAL EFFECTS:** This specific project was not budgeted for 2019/20 in the Capital Improvement Plan (CIP) because the project scope had not been determined at the time the CIP was developed and approved by City Council. Three other projects contained in the City Council approved 2019/20 Electric Capital Outlay Budget totaling \$430,000 will be delayed to offset the majority of the cost of this earthen embankment project. The remaining \$68,600 will be part of the upcoming Electric Revenue Bond Issue that will fund the actual remediation portion of this project that is estimated to be \$2.5M.

**ALTERNATIVES:** 1) As suggested by City Council

**CITY GOAL CLASSIFICATION:**

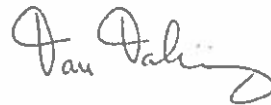
**GOAL AREA 4. INFRASTRUCTURE**

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

Respectfully Submitted,



Edward E. Rice, P.E.  
Electric Utilities Director



Tom Tarkiewicz  
City Manager