



**CITY COUNCIL  
WORK SESSION AGENDA  
Monday October 21, 2019  
6:00 PM  
City Hall Training Room**

**A. Hydroelectric License**

City staff will present information on FERC hydro licensing of our facility.

**B. Other items**

**C. Future Work Sessions**

**D. Future topics**

323 W. Michigan Ave.

Marshall, MI 49068

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**MARSHALL CITY COUNCIL AGENDA**

**MONDAY – 7:00 P.M.**

**October 21, 2019**

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION – Brandon Crawford, Grace Baptist Church
- 4) PLEDGE OF ALLEGIANCE
- 5) APPROVAL OF AGENDA – Items can be added or deleted from the Agenda by Council action.
- 6) PUBLIC COMMENT ON AGENDA ITEMS – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.

**7) CONSENT AGENDA**

**A. Schedule Public Hearing – Park Ordinance P. 4**

City Council will consider the recommendation to schedule a public hearing for Monday, November 4, 2019 to hear public comment on amendments to City Ordinances 91.01 and 91.02.

**B. Police Officer Weapon and Accessories Purchase Program P. 8**

City Council will consider the recommendation to approve the Police Officer Weapons Purchase and Accessories Purchase Program for 2019 which allows Certified Police Officers to purchase a weapon and make up to 52 bi-weekly installment payments through payroll deduction.

**C. Marihuana License Fee Resolution P. 10**

City Council will consider the recommendation to approve the resolution establishing local license fees for Medical Marihuana Facilities and Commercial Marihuana Establishments.

**D. City Council Minutes P. 12**

Work Session..... Monday, October 7, 2019  
 Regular Session..... Monday, October 7, 2019

**E. City Bills P. 19**

Regular Purchases..... \$ 326,091.64  
 Purchased Power..... \$650,067.60  
 Weekly Purchases –10/4/19..... \$ 3,676,703.86  
 Weekly Purchases –10/11/19..... \$ 83,031.17  
**Total..... \$ 4,735,894.27**

**8) PRESENTATIONS AND RECOGNITIONS**

**A. Feral Cat Presentation – Cindy Stanczak, Friends of Albion Animals**

**9) INFORMATIONAL ITEMS**

**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



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

- A. P.A. 425 Conditional Land Transfer with Marshall Township for 15325 West Michigan Avenue P. 26

City Council will hear public comment regarding the application for a P.A 425 Conditional Land Transfer with Marshall Township for land owned by Michael-Samuel Corporation at 15325 West Michigan Avenue.

**11) OLD BUSINESS**

**12) REPORTS AND RECOMMENDATIONS**

- A. MDOT Contract – M227 Pedestrian Bridge P. 32

City Council will consider the recommendation to approve the resolution authorizing the Clerk to sign the State Contract No. 19-5445 for cost reimbursement for the South Kalamazoo Avenue pedestrian bridge installation.

- B. MDOT Contract– M227 Pedestrian Bridge Transfer P. 43

City Council will consider the recommendation to approve the resolution authorizing the Clerk to sign the State Contract No. 19-5401 for transfer of the new South Kalamazoo pedestrian bridge over the Kalamazoo River from the State to the City.

- C. Emergency Sewer Repair – W. Hanover Street P. 50

City Council will consider the recommendation to approve the use of fund reserves to increase the Wastewater Capital Outlay budget for account 590-900-970.26 by \$150,000 to cover the expenses incurred during the repair and to approve the use of fund reserves to increase the Major Streets Capital Outlay budget for account 202-900-970.00 by \$21,785.

**13) APPOINTMENTS / ELECTIONS**

- A. Planning Commission Appointment P. 55

City Council will consider the recommendation to approve the appointment of Katy Reed to the Planning Commission with a term expiring November 1, 2020

**14) PUBLIC COMMENT ON NON-AGENDA ITEMS**

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

**15) COUNCIL AND MANAGER COMMUNICATIONS**

**16) ADJOURNMENT**

Respectfully submitted,

Tom Tarkiewicz  
City Manager

October 21, 2019



**ADMINISTRATIVE REPORT**

**October 21, 2019 – CITY COUNCIL MEETING**

**TO:** Honorable Mayor and City Council

**FROM:** Tom Tarkiewicz, City Manager

**SUBJECT:** Amendment of City Ordinances 91.01 and 91.02, dealing with City Parks

**BACKGROUND:** During a review on City Ordinances occurring due to several other current issues occurring in the City (legalization of marijuana, review of animal ordinances, and the revision of the MCI code) it was discovered that the Riverwalk was not listed as a City Park in our code.

Due to the Riverwalk functioning as a park, it was felt that it needed to be included in the ordinance as a park, so various laws would apply to it. These include possession/use of alcohol, possession/use of marijuana, park hours, and other types of conduct prohibited in our currently listed parks.

During this review, an error listing the Athletic Field as being near the east end of the City was found, when it is actually on the west end.

**RECOMMENDATION:** It is recommended that the City Council set a public hearing for November 4, 2019 to hear public comments for amendments to City Ordinances 91.01 and 91.02, establishing the Riverwalk as a city park, to assign it park hours consistent with our other city parks, and to correct an error on the location of the Athletic Field.

**FISCAL EFFECTS:** There are no known fiscal effects.

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

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Tom Tarkiewicz", written over a light-colored background.

Tom Tarkiewicz  
City Manager

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City of Marshall, Michigan

Ordinance # \_\_\_\_\_

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES,  
SECTIONS 91.01 AND 91.02

**WHEREAS**, the city has developed and maintained the "Riverwalk", which consists of an elevated boardwalk and paved pathways extending along the Kalamazoo River and Rice Creek, from Kalamazoo Avenue to Stuart Landing; and

**WHEREAS**, Sections 91.01 and 91.02 address the establishment of city park and park hours; and

**WHEREAS**, the Section 91.01 does not designate the Riverwalk as a city park; and

**WHEREAS**, Section 91.02 does not establish hours of operation for Riverwalk; and

**WHEREAS**, the public health, safety and welfare is furthered by establishing Riverwalk as a city park and designating hours of operation;

**NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS** that the current versions of Sections 91.01 and 91.02 be amended as set forth herein.

**§ 91.01 ESTABLISHMENT OF CITY PARKS**

The following properties owned by the city are hereby designated as city parks:

- (A) Carver Park, located near the intersection of East Michigan Avenue and Exchange Street;
- (B) Brooks Memorial Fountain Park, located in the center of the traffic circle at West Michigan Avenue and Kalamazoo Avenue;
- (C) Marshall Athletic Fields, located on West Michigan Avenue near the east **west** end of the city;
- (D) Ketchum Park, located on the north and south sides of Rice Creek, from South Marshall to eastern city limits;
- (E) Stuart Landing and Millpond Park, located on the south side of the Kalamazoo River, near Homer Road; and
- (F) The Brooks Nature Area, located along the shore of both Upper and Lower Brace (Stuart) Lake.
- (G) Shearman Park, located along N. Linden Street between W. Mansion Street and W. Prospect Street.
- (H) **Riverwalk, located along the Kalamazoo River and Rice Creek, between Kalamazoo Avenue and Stuart Landing.**

(Prior Code, § 19-1) (Ord. passed 6-7-1993; Am. Ord. 06-05, passed 4-17-2006; Am Ord. 07-02, passed 5-7-2007; Am. Ord. 08-08, passed 6-2-2008; Am. Ord. 2013-06 passed –2013, **Am. Ord 2019-\_\_**, passed \_\_\_\_, 2019)

## **§ 91.02 PARK HOURS**

Ketchum, Carver, Stuart Landing and Millpond Parks, the Brooks Nature Area, **the Riverwalk** and Shearman Park shall be open to the public daily between the hours of 7:00 a.m. and 10:00 p.m. of any one day. Marshall Athletic Fields shall be open to the public daily between the hours of 7:00 a.m. and 10:00 p.m., or ½ hour after the conclusion of any city-sanctioned event, whichever is later. It shall be unlawful for any person other than city personnel conducting city business therein to occupy or be present in the park during any hours in which the park is not open to the public.

(Prior Code, § 19-2) (Ord. passed 7-16-1979; Am. Ord. passed 9-17-1984; Am. Ord. passed 9-16-1991; Am. Ord. passed 6-7-1993; Am. Ord. 07-02, passed 5-7-2007; Am. Ord. 08-08, passed 6-2-2008; Am. Ord. 2013-06, passed –2013; **Am. Ord. 2019-\_\_**, passed \_\_\_\_, 2019).

## **REPEALER**

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect, and the City of Marshall City Code shall remain in full force and effect, amended only as specified above.

## **SEVERABILITY**

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void or illegal by any Court of competent jurisdiction, such section, clause or provision shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

## **ENACTMENT**

This ordinance is declared to have been enacted by the City Council of the City of Marshall at a meeting called and held on the \_\_\_\_ day of \_\_\_\_\_, 2019, and ordered to be given publication in the manner prescribed by law.

AYES:

NAYES:

ABSTENTIONS:

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Mayor

STATE OF MICHIGAN

COUNTY OF CALHOUN

I, the undersigned, the qualified and acting City Clerk of the City of Marshall, Calhoun County, Michigan, do certify that the foregoing is a true and complete copy of the ordinance adopted by the City Council of the City of Marshall at a meeting called and held on the \_\_\_\_ day of \_\_\_\_\_, 2019, the original of which is on file in my office.

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Clerk

Adopted:

Published:



**ADMINISTRATIVE REPORT**  
**October 21, 2019 – CITY COUNCIL MEETING**

**TO:** Honorable Mayor and City Council

**FROM:** Tom Tarkiewicz, City Manager  
Scott McDonald, Public Safety Director

**SUBJECT:** Police Officer's Weapon and Accessories Purchase Program

**BACKGROUND:** In 2008, the City Council and the City of Marshall Police Department agreed upon and conducted a weapons purchase program for certified Marshall Police Officers. The previous program gave each certified police officer with the City of Marshall the ability to purchase one weapon every five years or more.

Since the initial purchase in 2008, the department has replaced 7 officers, and has the potential to add three more in the upcoming months. While the department currently has a few older rifles that can be shared amongst all the officers, there are not enough rifles to outfit every officer.

There are multiple advantages with each officer having his/her own long range, highly accurate rifle. The officer is able to achieve and maintain high proficiency and skill level in its use, it is fitted and customized to each officer, and is always available to each officer while on duty. If a tactical situation arose requiring all staff, the department would be prepared. Also, when individually owned, the guns are maintained to a much higher standard.

This program was initiated by former Director Schwartz and the Firearms Committee, with my consent, in order to have each officer be proficient with critical incidents including but not limited to barricaded subjects, hostage situations, and active shooter scenarios. Scenarios such as these amongst others require the use of a long range, accurate weapon. These weapons should be personal, equipped, and customized for each officer to ensure if used, it performs accurately and efficiently.

**RECOMMENDATION:** It is recommended that the City Council approve the Police Officer Weapons and Accessories Purchase Program for 2019 which allows Certified Police Officers to purchase a weapon and make up to 52 bi-weekly installment payments through payroll deduction.

**FISCAL EFFECTS:** The upfront cost will total \$17,806 from the City. The cost will be repaid with up to 52 bi-weekly payments (52 payroll deductions) from each officer involved in the program through a payroll deduction program. Each officer would pay their portion from their payroll

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deduction to pay back the total amount owed to the City and must sign the attached payroll deduction agreement before receiving their weapon.

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

Respectfully Submitted,

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

Tom Tarkiewicz  
City Manager



**ADMINISTRATIVE REPORT**  
**October 21, 2019 - City Council Meeting**

**TO:** Honorable Mayor and City Council

**FROM:** Tom Tarkiewicz, City Manager

**SUBJECT:** Marihuana License Fee Resolution

**BACKGROUND:** On June 5<sup>th</sup>, the Council adopted the Michigan Medical Marihuana Facilities Licensing Act ordinance. On August 21<sup>st</sup>, the Council amended the ordinance to allow a spacing of 2,640 feet between growing/processing facilities. On September 16, 2019, the Council adopted the Commercial Marihuana Ordinance. At this time, the ordinances do not allow provisioning centers.

The ordinances and the State allow the City to charge a fee up to \$5,000 to process applications and inspect facilities. Staff will review these fees annually.

**RECOMMENDATION:** It is recommended that the City Council approve the Medical Marihuana Facilities fee and Commercial Marihuana Establishments Fee resolution.

**FISCAL EFFECT:** With the current proposed facilities, the City should receive a minimum of \$80,000 annually.

**CITY GOAL CLASSIFICATION:** GOAL AREA I. ECONOMIC DEVELOPMENT - Sustain and intensify the economic vitality of the Marshall area.

**Objective(s):** *\*Variety of employment opportunities \*Creative redevelopment of vacant commercial and industrial properties.*

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

A handwritten signature in blue ink that reads "Tom Tarkiewicz".

Tom Tarkiewicz  
City Manager

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

**MEDICAL MARIHUANA FACILITIES AND COMMERCIAL MARIHUANA ESTABLISHMENTS  
FEE RESOLUTION**

**WHEREAS**, State of Michigan law allows a municipality to establish an annual, nonrefundable fee of not more than \$5,000 to defray the administrative and enforcement costs associated with the operation of a Medical Marihuana facility and a Commercial Marihuana establishment in the municipality;

**WHEREAS**, the City allows for medical marihuana Grower, Processor, Secure Transporter, and Safety Compliance Facilities under City Ordinance as provided under the Medical Marihuana Facilities Licensing Act;

**WHEREAS**, the City allows for marihuana establishments as Grower, Processor, Safety Compliance Facility, Secure Transporter, and Excess Grower licenses under City Ordinance as provided under the Michigan Regulation and Taxation of Marihuana Act;

**THEREFORE, BE IT RESOLVED**, that the City Council of the City of Marshall hereby adopts the following fee schedule for licensed Medical Marihuana Facilities and Commercial Marihuana Establishments and licenses to become effective immediately:

**Medical Marihuana Facilities**

Grower Facility	\$5,000
Processor Facility	\$5,000
Safety Compliance Facility	\$5,000
Secure Transporter Facility	\$5,000

**Commercial Marihuana Establishments**

Grower Establishment / per License	\$5,000
Excess Grow Establishment / per License	\$5,000
Processor Establishment / per License	\$5,000
Safety Compliance Establishment / per License	\$5,000
Secure Transporter Establishment / per License	\$5,000

Adopted and signed this 21<sup>st</sup> day of October, 2019.

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of a resolution approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on October 21<sup>st</sup>, 2019, 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

IN A WORK SESSION held Monday, October 7, 2019 at 6:00 P.M. in the Training Room of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order.

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

Also Present: City Manager Tarkiewicz, Director of Special Projects Eric Zuzga, and Director of Electric and Fiber Utility Ed Rice.

Absent: None.

City Staff presented information on Consolidated Waste.

Adjourned at 6:58 PM.

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Joe Caron, Mayor

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Trisha Nelson, Clerk

**CALL TO ORDER**

IN REGULAR SESSION Monday, October 7, 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, McNeil, Metzger, Traver, Underhill, and Wolfersberger.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: None.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Kris Tarkiewicz of Family Bible Church gave the invocation and Mayor Caron led the Pledge of Allegiance.

**APPROVAL OF THE AGENDA**

Moved McNeil, supported Wolfersberger, to approve the agenda with the addition of item 9A-Event Report-Halloween Hustle. On a voice vote – **MOTION CARRIED.**

**PUBLIC COMMENT ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

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

- A. Scheduled a public hearing for Monday, October 21, 2019 to hear public comment on a PA 425 Land Transfer for land owned by Michael-Samuel Corporation at 15325 West Michigan Avenue;
- B. Received the Fiscal Year 2020 Administrative Chain of Command Appointments;
- C. Adopted a resolution authorizing the trade permit plan review fee for larger residential and commercial buildings;
- D. Minutes of the City Council Regular Session held on Monday, October 7, 2019;
- E. Approve city bills in the amount of \$ 554,894.45.

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

**PRESENTATIONS AND RECOGNITION**

Joel Langlois, potential candidate for Congress, spoke regarding running for the 3<sup>rd</sup> Congressional District seat in 2020.

### **INFORMATIONAL ITEMS**

City Manager Tarkiewicz provided an event report for the Halloween Hustle event on Sunday, October 20, 2019.

### **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**

None.

### **OLD BUSINESS**

None.

### **REPORTS AND RECOMMENDATIONS**

#### **A. Marshall Area Farmers Market Manager Contract:**

**Moved Metzger, supported McNeil, to recuse Council Member Wolfersberger from voting. On a voice vote – MOTION CARRIED.**

**Moved McNeil, supported Metzger, to execute a contract with Pam Wolfersberger as a contracted service provider, to perform the Farmers Market Manager duties as of November 1, 2019. On a voice vote – MOTION CARRIED.**

#### **B. Perrin Dam Water Main Relocation:**

**Moved Gates, supported Underhill, to approve the bid for the Perrin Dam water main relocation from Dunnigan Bros. of Jackson, MI in an amount of \$701,112.60 with a contingency of \$140,222 for water main construction and to approve construction engineering services from Stantec Consulting of Ann Arbor, MI in an amount of \$114,100. Also, approve a budget amendment in the amount of \$1,081,589 for account 591-900-970.13 Capital Outlay-Perrin Dam Watermain Relocation. On a roll call vote – ayes: McNeil, Metzger, Traver, Underhill, Wolfersberger, Mayor Caron, and Gates; nays: none. MOTION CARRIED.**

#### **C. Possible Creation of a South and North Neighborhood Improvement Authority (NIA):**

**Moved McNeil, supported Metzger, to adopt the resolution of intent to create a South NIA and to schedule a public hearing to receive public comment concerning the creation of a South NIA on November 18, 2019. On a voice vote – MOTION CARRIED.**

### **CITY OF MARSHALL, MICHIGAN RESOLUTION # 2019-24**

### **A RESOLUTION OF INTENT TO CREATE THE SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY**

**WHEREAS**, the City Council of the City of Marshall has determined that it is necessary and in the best interest of the public to promote residential growth and economic growth in the northeast area of the City; and

**WHEREAS**, there presently exists within the City of Marshall a residential area which could greatly benefit from the creation of a Neighborhood Improvement Authority (NIA) that is authorized by Public Act 57 of 2018 (the "Act"). Through proper short and long-range planning, the South NIA would have the ability to repair, rehabilitate, and construct public improvements and infrastructure within the development area; and

**WHEREAS**, tax incremental financing is one of the many tools available to the NIA to help finance the above-mentioned improvements; and

**WHEREAS**, the City Council understands that there is a great need for additional affordable housing within the City and by having an NIA could be a catalyst in which to spur new development and other potential benefits that are to be realized through the Act, determines to proceed with the creation and provide for the operation of a NIA within the City pursuant to and in accordance with the Act; and

**WHEREAS**, pursuant to the Act, Council is required by its resolution of intent: a) to set a public hearing date on the adoption of a proposed ordinance creating the NIA under the Act, and b) to designate the boundaries of the development area.

**THEREFORE, BE IT RESOLVED:**

1. The Marshall City Council determines that it is necessary and in the best interest of the City to help spur development in its residential neighborhoods and to promote economic growth.
2. The Marshall City Council declares its intention to create and to provide for the operation of the South NIA within the City pursuant to and in accordance with the provisions of the Act.
3. To comply with the Act, Marshall City Council designates as the *proposed* boundaries of the development area, the real property as depicted on the attached map referenced as "Attachment A".
4. A public hearing shall be set by Council for Monday, November 18, 2018, at 7 p.m. at Marshall City Hall, to hear comments on the adoption of an ordinance creating the South Neighborhood Improvement Authority and to designate the boundaries of the development area which the South NIA shall exercise its powers.
5. The Marshall City Clerk shall give notice of the public hearing by causing notice:

- a. To be published in the Marshall Ad-Visor, a weekly publication of general circulation on Friday, October 11, 2019 and Friday, October 18, 2019
- b. To be mailed to the property taxpayers of record in the proposed development area and to the governing body of each taxing jurisdiction levying taxes that would be subject to capture on or before October 14, 2019.
- c. To be posted in not less than twenty (20) conspicuous and public places in the proposed development area on or before October 14, 2019.

**Voting For:** Mayor Caron, Gates, McNeil, Metzger, Traver, Underhill, and Wolfersberger.

**Voting Against:** None.

**Absent:** None.

#### **CERTIFICATION OF CITY CLERK**

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 7<sup>th</sup> day of October, 2019.

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

\_\_\_\_\_  
Date

**Moved Traver, supported Wolfersberger, to adopt the resolution of intent to create a North NIA and to schedule a public hearing to receive public comment concerning the creation of a North NIA on December 16, 2019. On a roll call vote – ayes: Gates and Wolfersberger; nays: McNeil, Metzger, Traver, Underhill, and Mayor Caron. MOTION DEFEATED.**

#### **D. Creation of Fire Chief and Police Chief Positions:**

**Moved McNeil, supported Underhill, to approve the creation of a Fire Chief position at a not to exceed salary of \$76,000 and change the title of Deputy Police Chief to Police Chief, also approve a budget increase in an amount of \$98,200 in the Fire Department budget. On a roll call vote – ayes: Traver, Underhill, Wolfersberger, Mayor Caron, Gates, McNeil, and Metzger; nays: none. MOTION CARRIED.**

**E. Marshall Avenue Bridge Guard Rail:**

**Moved** Gates, supported Underhill, to accept the bid from Nationwide Construction of Richmond, MI in an amount of \$45,315.06 plus a contingency of \$5,000 for repairs to the guard rail on the Marshall Avenue Bridge over Rice Creek and approve a budget amendment increase for account 202-900-970.00 Major Streets Capital Outlay of \$50,315.06. On a roll call vote – ayes: Wolfersberger, Mayor Caron, Gates, McNeil, Metzger, Traver, and Underhill; nays: none. **MOTION CARRIED.**

**APPOINTMENTS/ELECTIONS**

**A. Marshall District Library Board Appointment:**

**Moved** Metzger, supported Wolfersberger, to approve the appointment of M.J. Harting-Minkwic to the Marshall District Library Board with a term expiring March 31, 2020. On a voice vote – **MOTION CARRIED.**

**B. Marshall Farmers Market Advisory Board:**

**Moved** Gates, supported Underhill, to approve the appointment of Ron Ducheney to the Marshall Farmers Market Advisory Board with a term expiring October 20, 2022 and the reappointment of Kathy Miller and Marty Overhiser with terms expiring October 20, 2022. On a voice vote – **MOTION CARRIED.**

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

Marty Overhiser of 215 N. Marshall Avenue spoke regarding the location of the Winter Farmers Market and the hopes of addressing the trip hazards in the Green Street parking lot.

Matt Parks, President of Local 1929, thanked Council for the consideration and approval of the Fire Chief position.

**COUNCIL AND MANAGER COMMUNICATIONS**

**CLOSED SESSION**

**Moved** Traver, supported Gates, to enter into Closed Session under section 8 (a) of the Open Meeting Act to discuss the periodic performance evaluation of the City Manager. On a roll call vote – ayes: Gates, McNeil, Metzger, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

Enter into Closed Session at 8:00 p.m.

Return to Open Session at 8:30 p.m.

**Moved** Gates, supported Wolfersberger, to authorize a 2% salary increase for the City Manager retroactive to July 1, 2019. On a roll call vote – ayes: Wolfersberger, Mayor Caron, Gates, McNeil, Metzger, Traver, and Underhill; nays: none. **MOTION CARRIED.**

The FY2020 performance evaluation of the City Manager will be spearheaded by Councilmember McNeil and Traver.

**ADJOURNMENT**

The meeting was adjourned at 8:50 p.m.

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

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

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
42381	ACTRON SECURITY ALARM	QTRLY MONITORIN - POWER HOUSE		356.40
1496761	AED SUPERSTORE	AED REFRESHER PACKS ORDER #385425	2020.110	828.00
1499349	AED SUPERSTORE	AED REFRESHER PACKS ORDER #385425	2020.110	552.00
9965055593	AIRGAS USA LLC	WELDING GASES		135.53
10083898	ALEXANDER CHEMICAL COR	CHEMICALS FOR WATER TREATMENT PLANT - CH	2020.051	1,256.50
10084066	ALEXANDER CHEMICAL COR	BLANKET PO FOR CL2, SO2, & SODIUM HYPOCH	2020.044	1,104.75
10084669	ALEXANDER CHEMICAL COR	CHEMICALS FOR WATER TREATMENT PLANT - CH	2020.051	5,314.50
90071	ALL-TRONICS INC	MRLEC - PHONE SYSTEM MAINTENANCE RENEWAL		1,600.00
1F1R-TF3H-RT4Y	AMAZON BUSINESS	TOOL BAG		60.24
2019-025322	ASPHALT SOLUTIONS PLUS	MILL & PAVE AND CRACK/SEALCOATING AT VAR	2020.002	132,314.90
2019-025321	ASPHALT SOLUTIONS PLUS	MILL & PAVE AND CRACK/SEALCOATING AT VAR	2020.002	11,985.00
02250453534	AUTO VALUE MARSHALL	CUTT OFF WHEEL		9.96
02250452953	AUTO VALUE MARSHALL	SAND PAPER/ GRINDING DISC		39.85
02250452935	AUTO VALUE MARSHALL	MAX POWER CAR		7.99
02250453012	AUTO VALUE MARSHALL	CAP		17.99
02250453030	AUTO VALUE MARSHALL	FIRE EXTINGUISHER		111.96
02250453212	AUTO VALUE MARSHALL	OIL CHANGE		60.83
02250453298	AUTO VALUE MARSHALL	AIR FILTER		280.44
02250452616	AUTO VALUE MARSHALL	SURFACE PREP KIT		199.95
02250452632	AUTO VALUE MARSHALL	CONTOUR BLADE		31.98
02250452617	AUTO VALUE MARSHALL	TRAILER BRIGHT/CRYSTAL CLEAR		56.47
02250453440	AUTO VALUE MARSHALL	OIL		47.88
02250453496	AUTO VALUE MARSHALL	CONTOUR BLADE		31.98
02250453474	AUTO VALUE MARSHALL	ATR ASSORT		5.49
02250453967	AUTO VALUE MARSHALL	CREDIT MEMO		(35.00)
02250453813	AUTO VALUE MARSHALL	CREDIT MEMO		(17.89)
02250453546	AUTO VALUE MARSHALL	GEL/NEW CAR		3.59
02250453852	AUTO VALUE MARSHALL	HITCH PIN & CLIP/HITCH/BALL MOUNT		34.97
02250453820	AUTO VALUE MARSHALL	HYDRAULIC OIL CART		59.65
02250453806	AUTO VALUE MARSHALL	TORX SET		139.99
02250453810	AUTO VALUE MARSHALL	11 GAL. AIR TANK		102.09
02250453809	AUTO VALUE MARSHALL	ECONOMY STROBE		125.63
2265888892	AUTO ZONE INC	PRIMER SELF ETCH		15.58
2265898730	AUTO ZONE INC	ROCKER BLACK		11.99
S1-1615768	AXON	25FT NON-CONDUCTIVE TRAINING SMART CARTR		962.00
P19671837	BATTERIES PLUS BULBS	48 LED BULBS		237.60
P19370618	BATTERIES PLUS BULBS	100W HPS		159.96
0301438-IN	BEAVER RESEARCH CO	WEED KILLER/BEAVER SNOT		390.00
6328	BIOCARE, INC.	RESPIRATORY SURVEILLANCE PROGRAM ( PULMO	2020.136	1,833.00
2833	BLUESTONE PSYCH	EVALUATION - POST-COE		465.00
2809	BLUESTONE PSYCH	EVALUATION - POST COE		715.00
83350061	BOUND TREE MEDICAL LLC	IRRIGATION SOLUTION		20.37
83348166	BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES		298.34
906452464	BSN SPORTS	RUBBER SWING SEAT		80.98
906355557	BSN SPORTS	WHITE FIELD STRIPING PAINT		171.94
301576745	BSN SPORTS	VOLLEYBALLS		163.91
24108	BUD'S TOWING & AUTOMOT	TOW/HOOK FEE		50.00
245336	CHEMCO PRODUCTS INC	BLANKET PO FOR POLYMER	2020.049	8,329.95
9242019WWT	CRANDALL ELECTRIC, LLC	ELECTRICAL WORK AT NEW REC FIELD LIFT ST	2020.128	2,100.00
IN9242019	CRANDALL ELECTRIC, LLC	INSTALLED 5 LED HIGH BAY LIGHTS		1,000.00
IN2-09242019	CRANDALL ELECTRIC, LLC	ELECTRICAL WORK AT WELCOME SIGNS		1,500.00
9242019	CRANDALL ELECTRIC, LLC	REPAIRED LIGHTS IN BATHROOMS AT STUARTS		150.00
09242019	CRANDALL ELECTRIC, LLC	INSTALLED OUTLET IN CLOSET BESIDE MEETIN		200.00
1746	CRYSTAL FLASH MARSHALL	SEWER BYPASS PUMPING FUEL	2020.091	297.49
71603142	CRYSTAL FLASH MARSHALL	GAS DELIVERY		712.23
71643276	CRYSTAL FLASH MARSHALL	GAS DELIVERY - ACCT 051300000		664.99
30279	CSE MORSE INC.	CITY HALL BOILER		913.90
S3-50403	CUMMINS SALES AND SERV	FULL SERVICE WITH 2HR LOAD BANK		1,059.06
S3-50404	CUMMINS SALES AND SERV	FULL SERVICE W/2HR LOAD BANK - POLICE		1,956.08
S3-50354	CUMMINS SALES AND SERV	FULL SERVICE W/2HR LOAD BANK - CITY HALL		929.13
S3-48370	CUMMINS SALES AND SERV	ANNUAL WWT GENERATOR PM	2020.116	1,838.24
155040	D & D MAINTENANCE SUPP	JANITORIAL		205.15
155107	D & D MAINTENANCE SUPP	WHEELS/BEARINGS/SCREWS/BELT/CICUIT BOARD		238.02
3240932	DAIKIN APPLIED	MRLEC ANNUAL EQUIPMENT MAINT.CONTRACT BE	2020.043	1,977.00
555781	DARLING ACE HARDWARE	CREDIT MEMO		(129.99)
551548	DARLING ACE HARDWARE	TRIMMER LINE		34.95
552678	DARLING ACE HARDWARE	PUSHBROOM/ PAINTER PAL/GRAFITTI REMOVER		38.57
555438	DARLING ACE HARDWARE	INSECT REPELENT/OFF		45.94
547797	DARLING ACE HARDWARE	HEX WASHER/ FLAT BAR STOCK		24.97
549086	DARLING ACE HARDWARE	GREAT STUFF		5.59
546072	DARLING ACE HARDWARE	CABLE TIES/NUTST & BOLTS		9.96
546385	DARLING ACE HARDWARE	SOCKET/NUTS & BOLTS		12.70
552671	DARLING ACE HARDWARE	FIREMANS NOZZLE/HOSE		99.97
551355	DARLING ACE HARDWARE	DOWEL/ WASHERS		38.24
555281	DARLING ACE HARDWARE	DEEP WOODS OFF		23.97
549618	DARLING ACE HARDWARE	NUTS & BOLTS		2.76
549587	DARLING ACE HARDWARE	NUTS & BOLTS		2.40
548986	DARLING ACE HARDWARE	SHAFT COLLARS		10.58
548740	DARLING ACE HARDWARE	PAPER TOWEL		3.58

APPROVAL LIST FOR CITY OF MARSHALL  
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
550411	DARLING ACE HARDWARE	BLADE CUTOFF METAL		21.54
549334	DARLING ACE HARDWARE	LED BULBS		20.97
547785	DARLING ACE HARDWARE	IMPACT/KEY		12.38
547714	DARLING ACE HARDWARE	NUTS & BOLTS		9.24
555235	DARLING ACE HARDWARE	NUTS & BOLTS		0.30
550180	DARLING ACE HARDWARE	NUTS & BOLTS		2.20
553788	DARLING ACE HARDWARE	PHONE CABLE WALL PLATE		20.21
553992	DARLING ACE HARDWARE	SHOP TOWELS		5.99
550607	DARLING ACE HARDWARE	FLAP DSC		17.18
553984	DARLING ACE HARDWARE	STIHL HARD HAT W/FACE SHEILD		64.99
550575	DARLING ACE HARDWARE	NUTS & BOLTS/BATTERY		17.91
555634	DARLING ACE HARDWARE	TIP LEG RUBBER/DOWEL		6.78
554543	DARLING ACE HARDWARE	GARDEN SPRAYER		15.99
553523	DARLING ACE HARDWARE	HOLE DOZER HOLESAW		23.99
556570	DARLING ACE HARDWARE	RESPIRATOR/HOLE SAW BLADE		19.98
556631	DARLING ACE HARDWARE	MURIATIC ACID/ WASHER HOSE/NOZZLE/GARDEN		93.70
556560	DARLING ACE HARDWARE	CEMENT		6.59
549057	DARLING ACE HARDWARE	KEY		7.17
555734	DARLING ACE HARDWARE	DROPCLOTH/PAINT TRAY/FROG TAPE/PAINT		152.11
555739	DARLING ACE HARDWARE	HAMMER/SANDSPONGE/SPACKLE		20.57
556485	DARLING ACE HARDWARE	BR800CE/ 9		639.91
556390	DARLING ACE HARDWARE	NUTS & BOLTS		7.15
556345	DARLING ACE HARDWARE	BRACKET		9.59
556337	DARLING ACE HARDWARE	FUEL TANK VENT PIPE HARDWARE		24.58
555813	DARLING ACE HARDWARE	SILICONE/PAINT		43.96
555984	DARLING ACE HARDWARE	SKEETER SPRAY		15.98
555905	DARLING ACE HARDWARE	SOAP/CLEANER/NUTS & BOLTS		10.90
555978	DARLING ACE HARDWARE	BYPASS LOPPER/FEED SCOOP/ RAKE/GLOVES		88.96
555965	DARLING ACE HARDWARE	SOD LIFTER		119.99
556062	DARLING ACE HARDWARE	SOAP/KLEENEX/LIGHT BULBS		56.56
556155	DARLING ACE HARDWARE	GRASS SEED		109.98
556196	DARLING ACE HARDWARE	TERMINAL RING		3.59
551970	DARLING ACE HARDWARE	PHONE/CABLE WALL PLATE		10.27
555245	DARLING ACE HARDWARE	WALL PLATES		59.25
550157	DARLING ACE HARDWARE	HEX WASHER		4.99
549975	DARLING ACE HARDWARE	PAIL/WALL PLATE/SILICONE		32.97
548201	DARLING ACE HARDWARE	NUTS & BOLTS		7.50
547862	DARLING ACE HARDWARE	TAPE MEASURE		11.99
555344	DARLING ACE HARDWARE	LIQTITE		7.98
555762	DARLING ACE HARDWARE	ADAPTER TERMINAL/COUPLING/FITTINGS		16.90
556325	DARLING ACE HARDWARE	ANGLE ALUMINUM		11.99
555381	DARLING ACE HARDWARE	PAINT MARKERS		14.56
555464	DARLING ACE HARDWARE	RECIP. SAW SCRAPER		14.99
555327	DARLING ACE HARDWARE	INSECT KILLER/TOILET SEAT		32.98
555646	DARLING ACE HARDWARE	CAULK/KEY		13.37
555451	DARLING ACE HARDWARE	FLOOR GLUE/PULL SWITCH		30.17
555808	DARLING ACE HARDWARE	DOOR HOLD		17.18
548924	DARLING ACE HARDWARE	BUNGEE CORDS		15.55
10072019	DEFOREST BROTHERS CONC	BASEBALL FIELD/CHURCH SIDEWALKS		1,350.00
3279428	EDWARDS INDUSTRIAL SALI	HOSE ASSEMBLY		114.87
S103246595.001	ETNA SUPPLY	SENSUS WATER METERS- QUOTE#S103246595	2020.111	3,620.00
S103246595.002	ETNA SUPPLY	SENSUS WATER METERS- QUOTE#S103246595	2020.111	2,160.00
MIBAT280728	FASTENAL COMPANY	BOBCAT SNOWBLADE MAINTENANCE		72.13
MIBAT281803	FASTENAL COMPANY	HANDLE/ACID WASH BRUSH		145.70
19-640	FIRST DUE	NOZZLE BALE		113.35
5536	FREDRICKSON SUPPLY	REPAIR RODDER HOSE		464.79
5471	FREDRICKSON SUPPLY	GASKET/ HYDRAULIC FILTER		101.21
5507	FREDRICKSON SUPPLY	NOZ/DUAL DEGREE		970.00
5112	FREDRICKSON SUPPLY	QUICK CLAMP		316.58
5117	FREDRICKSON SUPPLY	POLE/CAMERA GAFFIN TOOL/POLE EXTENDER		1,182.34
5243	FREDRICKSON SUPPLY	BB HOSE GUIDE		199.44
5266	FREDRICKSON SUPPLY	HIGH PRESSURE HOSE REPAIR		371.04
5273	FREDRICKSON SUPPLY	HOSE MENDER/END/ REPAIR		491.23
19-10042	GARAGE DOORS UNLIMITED	RE-PROGRAMMED KEYPAD		89.00
9309522291	GRAINGER	HYDRANT WRENCH		35.18
9312368445	GRAYBAR ELECTRIC	COMMSCOPE DROP CABLES, MST'S, SPLICE CAS 2020.078		1,979.68
9312561900	GRAYBAR ELECTRIC	COMMSCOPE DROP CABLES, MST'S, SPLICE CAS 2020.078		2,572.50
1797411	GRIFFIN PEST SOLUTIONS	PEST CONTROL		44.00
1809969	GRIFFIN PEST SOLUTIONS	PEST CONTROL		51.00
10112019	GUILFORD, DAVID	CURB REPAIR/BRIDGE/CAULKING		865.00
14689	GUTTERS R US LLC	2019 LAWN MOWING AT AIRPORT - JULY TO OC 2020.124		1,247.50
14751	GUTTERS R US LLC	MRLEC - FALL LAWN CARE		865.00
14734	GUTTERS R US LLC	MARSHALL HOUSE - BUG CONTROL		200.00
11646043	HACH COMPANY	LAB SUPLLIES		849.54
3155	HE CLEANS TOO, LLC	MOPS FOR BUS		41.28
3156	HE CLEANS TOO, LLC	JANITORIAL		141.19
82138	HERMANS MARSHALL HARDW	EYE BOLTS/NUTS & BOLTS/OFF		69.47
82414	HERMANS MARSHALL HARDW	MOUSE TRAPS/HOOKS		10.27
82191	HERMANS MARSHALL HARDW	PAINT		48.73

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
82366	HERMANS MARSHALL HARDW	REDI MIX/BEE DUST/CLEANER/GAS CAN/CLAMPS		153.47
82389	HERMANS MARSHALL HARDW	BUG SPRAY/CLEANER/DEGREASER		62.08
82152	HERMANS MARSHALL HARDW	PAINT THINNER/RAGS/RUSTOLEUM		104.94
0053956-IM	HYDROCORP	INSPECTION & REPORTING SERVICES		865.00
3054464463	IDEXX DISTRIBUTION COR	LAB SUPPLIES		1,136.47
M27083	IMPACT SOLUTIONS	SECURITY CHECK FORM		204.20
13780	J AND K PLUMBING SUPPL	COUPLINGS/ FITTINGS		1.44
13723	J AND K PLUMBING SUPPL	FOAM RUBBER CLOSET GASKET		16.95
12339	J AND K PLUMBING SUPPL	FITTINGS/PVC PIPE		26.39
4298755	J.C. EHRLICH	PEST CONTROL		224.67
4135458	J.C. EHRLICH	PEST CONTROL		73.00
7434678	KIMBALL MIDWEST	ACCT 181800 - ASSORTMENT		159.00
43817	KING & MACGREGOR ENVIR	PROJECT COMMUNICATIONS WETLAND DELINEATI		1,230.90
01053476	LEGG LUMBER	4X4 TREATED		11.29
01053477	LEGG LUMBER	4X10 PGP EXT SCR STAR DR GRN #5		23.99
1053499	LEGG LUMBER	1-5/16 O/S CORNER 204 8'		27.98
01053499	LEGG LUMBER	O/S CORNER		27.98
014339	LEWEY'S SHOE REPAIR	SEW PATCHES ON SHIRTS		24.00
18006041	MCMASTER-CARR	300V DC BATTERY/GRAY HINGED COVER		131.36
S4584097.002	MEDLER ELECTRIC COMPAN	EXPANSION COUPLING		54.29
S4584097.001	MEDLER ELECTRIC COMPAN	TERMINAL ADAPTER		139.93
S4579992.001	MEDLER ELECTRIC COMPAN	METER SUPPLIES		444.73
1152572	MESSICK'S	LEAF LOADER REPAIR PARTS	2020.117	6,950.67
2019107538	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2020.067	4,890.22
282571	MICHIGAN INDUSTRIAL GA	WELDING GAS		61.10
R7059-60	MICHIGAN RURAL WATER A	CURT & KEN TRAINING		590.00
58829281	MSC INDUSTRIAL SUPPLY	MARKING PAINT		72.48
710990	NYE UNIFORM COMPANY	CUSTOM COLLAR BRASS		33.00
717043	NYE UNIFORM COMPANY	HANKIN GARRISON CAP		119.50
712237	NYE UNIFORM COMPANY	FIRE UNIFORM TAILORING		215.45
714488	NYE UNIFORM COMPANY	POLICE TAILORING - SEAN BROWN		113.00
95519	O'LEARY WATER CONDITIO	SEP & OCT COOLER RENTAL/ WATER DELIVERY		38.00
95523	O'LEARY WATER CONDITIO	SEP/OCT COOLER RENTAL/WATER DELIVERY		32.00
2019-79	OERTHERS	MILOGANITE/SPRINKLER		30.78
1395843	OFFICE 360	HANGING FOLDERS		8.68
1451292	OFFICE 360	SANITIZER/ PUSH PINS		19.75
1458394	OFFICE 360	PAPER		32.99
69916	OVERHEAD DOOR OF BATTLD	DPW DOOR SERVICED		280.00
19259	PALM TEES	VOLLEYBALL TSHIRTS/SOFTBALL TSHIRTS/FLAG		717.00
207863	PARAGON LABORATORIES,	AMR TESTING		1,446.00
490561	PEERLESS MIDWEST INC	ANNUALL WELL AND PUMP PERFORMANCE TESTIN	2020.134	1,260.00
2019090139	PEOPLEFACTS LLC	BACKGROUND CHECK		14.56
136	PIGNATARO, TIFFANY	UNIFORMS T'S FOR FIRE DEPT		530.00
56406085	POWER LINE SUPPLY	FR OUTERWEAR		124.00
56406086	POWER LINE SUPPLY	FR OUTERWEAR		215.00
56406742	POWER LINE SUPPLY	CABLE POSITIONER		638.64
56407680	POWER LINE SUPPLY	DOUBLE HELIX		128.24
10042019	QUALITY ENGRAVING SERV	SHIPPING TO ALLIED 100		14.09
5794	R & M SERVICE & GLOWIN	BACKFLOW PREVENTER REPAIRS		1,348.00
5768	R & M SERVICE & GLOWIN	FOUNTAIN BACKFLOW TEST/ BACKFLOW REBUILD		431.00
5793	R & M SERVICE & GLOWIN	HYDRANT BACKFLOW PREVENTER REPAIRS	2020.122	1,009.30
5792	R & M SERVICE & GLOWIN	MARSHALL HOUSE BACKFLOW TEST		1,059.71
5791	R & M SERVICE & GLOWIN	MRLEC BACKFLOW TEST/REBUILD KIT		881.00
5770	R & M SERVICE & GLOWIN	BASEBALL FIELDS BACKFLOW TEST		495.00
13609	RADIO COMMUNICATIONS	SERVICE DOCKING STATION AND XTS5000		787.73
81043181	SAFETY-KLEEN	AUTOMOTIVE OIL RECYCLING		252.50
798697	SD MYERS LLC	OIL TESTING	2020.118	2,318.00
123158	SHAFER REDI-MIX INC	LIMESTONE		1,120.36
9699	SIGNWORLD CONCEPTS	VEHICLE DECALS		270.00
142177	SPARTAN BARRICADE INCO	BARRICADING FOR STREET CLOSURE		627.75
589	SPRUCE STREET LANDSCAP	INDUSTRIAL PARK CULDESAC CLEANUP, EDGING	2020.121	2,129.84
1649	SWIFT FUELS LLC	SWIFT UNLEADED 94 OCTANE AVGAS FOR BROOK	2020.119	11,948.25
MAR19080	TIRE CITY TIRE PROS	OIL CHANGE		41.44
MAR19300	TIRE CITY TIRE PROS	12-K9 - FRONT END ALIGNMENT/ SWAY BARS/		1,459.76
MAR17911	TIRE CITY TIRE PROS	DART 14- AC SYSTEM SERVICE		994.15
MAR19326	TIRE CITY TIRE PROS	DART 15 - OIL CHANGE		61.44
3205437	TITAN AVIATION FUELS	100LL AVGAS FOR BROOKS AIRPORT	2020.120	23,755.58
947764	TOP TO BOTTOM TREE SER	REMOVAL OF 93 TREES ON EARTHEN ENBANKMEN		20,000.00
154 0071913	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.45
154 0071918	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.88
154 0071917	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0072527	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0072528	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.88
154 0072526	UNIFIRST CORPORATION	POWER HOUSE		52.87
154 0072523	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.45
154 0071916	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
154 0072525	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		162.16
154 0072524	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.76
154 0071914	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		162.16

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
154 0071914	UNIFIRST CORPORATION	DPW GARAGE		59.76
025790	USA BLUEBOOK	DRUM PUMP KIT		618.42
190259JV	UTILITY CONTRACTING COI	4" BORING & CONDUIT ON DIVISION WEST FRO	2020.140	15,832.00
1863-8	VIRIDIS DESIGN GROUP	DESIGN SERVICES - KETCHUM PARK PAVILION	2019.208	2,000.00
MPD10052019	WALDEN ARMS, LLC	PISTOL MAINTENANCE/ REPLACE LOCKING BOLT		43.00
14358	WEST MICHIGAN LAWN SER	'SPRINKLER SYSTEM REPAIR HYDRAULIC CONVER	2020.126	1,576.00
MLRECSEPT19	WHITE COLLAR LAWN & LAI	2019 LAWN MOWING AT MRLEC BUILDING	2019.356	1,100.00
GRAND TOTAL:				326,091.64



**MICHIGAN SOUTH CENTRAL POWER AGENCY**

168 DIVISION STREET • COLDWATER, MICHIGAN 49036  
 PHONE (517) 279-6901 • FAX (517) 279-6969  
 www.mscca.net

**ORIGINAL INVOICE**

MARSHALL CITY ELECTRIC DEPARTMENT  
 323 WEST MICHIGAN AVENUE  
 MARSHALL, MICHIGAN 49068  
 Attn: Mr Tom Tarkiewicz

Invoice Date: 16-Oct-19  
 Due Date: 31-Oct-19  
 Service From: 01-Sep-19  
 To: 30-Sep-19

Peak Demand	22,051 kw			
Total Energy Received	9,313,298 kWh			
Hydro Generation	26,618 kWh			
Net Billing kWh's	9,286,680 kWh			
			Debt Service Costs	
			Less Capacity Credits	
<u>Area</u>	<u>Entitlement %</u>	<u>Operating and Maintenance Costs</u>		<u>Total</u>
SUBSTATION LOAD COST		268,125.05		268,125.05
MARKET RESOURCE VALUE		(200,449.72)		(200,449.72)
PROJECT IV	0.0%	-		-
PRAIRIE STATE	16.7%	28,316.58	40,470.28	68,786.86
MENOMINEE HYDRO	24.0%	14,643.91	-	14,643.91
OCOSTO FALLS HYDRO	24.0%	21,628.14	-	21,628.14
AFEC	16.5%	118,417.51	18,889.73	137,307.24
AMP HYDRO 1	20.9%	(2,508.91)	164,632.47	162,123.56
AMP HYDRO 2 GREENUP	18.4%	1,611.92	7,272.36	8,884.28
AMP HYDRO 2 MELDAHL	18.4%	(486.75)	19,224.15	18,737.40
AMP SOLAR	0.0%	-	-	-
COLDWATER PEAKING PLANT	11.0%	-		-
AMP CONTRACTS	10.1%	35,601.40		35,601.40
AMPGS	0.0%	-		-
TRANSMISSION	17.0%	60,750.65		60,750.65
MISO AND CAPACITY	12.6%	12,161.63		12,161.63
SUBSTATION	34.4%	-		-
ADMINISTRATION	15.1%	106,982.59		106,982.59
MEMBER	0.0%	-		-
MEMBER HYDRO	74.8%	-		-
RATE STABILIZATION		-		-
<b>TOTAL COST</b>		\$ 464,793.99	250,488.99	715,282.98
		\$/kWh 0.05005	0.02697	0.07702
<b>CREDITS</b>		\$ (65,215.38)	-	(65,215.38)
		\$/kWh (0.00702)	0.00000	(0.00702)
<b>NET COST</b>		\$ 399,578.61	250,488.99	650,067.60
		\$/kWh 0.04303	0.02697	0.07000
			<b>Pay this amount</b>	<b>\$ 650,067.60</b>

Any amounts due and not paid by the due date shall bear interest at the rate of 1% per month until paid.

APPROVAL LIST FOR CITY OF MARSHALL  
 EXP CHECK RUN DATES 10/04/2019 - 10/04/2019  
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1022019	AMBLER, AARON	DEQ PARKING LOT FEE		7.50
10/04/2019	ARNTZ, EMILY	UB refund for account: 3204940034		59.07
9172019	AT&T MOBILITY	ACCT 145970911		90.28
10/04/2019	BADGLEY, ASHLEY	UB refund for account: 1701840017		10.45
10/04/2019	BRANDENBURG, BEN	UB refund for account: 2103260003		31.38
1022019	CALHOUN COUNTY TREASUR	2019 SUMMER DIST VALOREM #2		1,618,975.35
10022019	CALHOUN INTERMEDIATE S			478,141.19
10012019	CHEMICAL BANK SOUTH	HSA ACCT 5404947816 LEVI CARR 4TH QTR		900.00
10012019JR	CHEMICAL BANK SOUTH	HSA ACCT 5422080170 JAY RIGGS 4TH QTR		900.00
9999	COURTNEY & ASSOCIATES	MONTHLY RETAINER		250.00
10032019	EGNATUK, ALEC	MPSI MANAGEMENT CONFERENCE TRAVEL REIMBU		156.95
9262019	GROSS, JOHN	INSPECTIONS 8/26-9/25		1,530.00
10/04/2019	GROVE, APRIL	UB refund for account: 2104220019		49.03
10/04/2019	JOHN JOLIN	UB refund for account: 630		50.00
10012019	KELLOGG COMMUNITY COLL	2019 SUMMER DIST AD VALOREM #2		244,874.70
10012019	MARSHALL DISTRICT LIBR	2019 SUMMER DIST AD VALOREM #2		226,805.02
10032019	MARSHALL FIREFIGHTERS	.REIMBURSEMENT FOR CHARGE TO WRONG ACCT		47.94
10012019	MARSHALL PUBLIC SCHOOL	2019 SUMMER AD VALOREM #2		1,096,271.89
9302019	MUSSER, TIM	MEAL REIMBURSEMENT FOR COCM CONF. PER CI		99.05
9272019	NYE, TED	ENERGY OPTIMIZATION -FURNACE & AC @ 715		200.00
4788-222941	O'REILLY FIRST CALL	WHEEL PAINT		15.98
9102019	PARKS COMMUNICATION SO	HDMI & VGA EXTENDER		245.00
9232019	PARKS COMMUNICATION SO	LASER PROJECTOR FOR MRLEC TRAINING ROOM 2020.114		3,500.00
9262019	RECTOR, NATALIE	FLOWERS FOR DOWNTOWN PLANTERS		97.84
10/04/2019	REEDER, JUDITH & EDWAR	UB refund for account: 3204700020		71.03
0249-006510904	REPUBLIC SERVICES #249	ACCT 302491022021		1,620.49
9272019	SCOTT, DOUGLAS	INSPECTIONS 7/26-9/27		1,080.00
1625916877	STAPLES BUSINESS CREDI	ACCT 302063		291.97
9302019	SUNDBERG, KIP	REMAINDER OF BOOT ALLOWANCE		150.00
9242019	WOW! BUSINESS	ACCT 013934621		39.49
9282019	WOW! BUSINESS	ACCT 010058364		32.97
9292019	WOW! BUSINESS	ACCT 014226414		109.29
GRAND TOTAL:				3,676,703.86

APPROVAL LIST FOR CITY OF MARSHALL  
 EXP CHECK RUN DATES 10/11/2019 - 10/11/2019  
 UNJOURNALIZED  
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
300006	AD-VISOR & CHRONICLE	SEPT ADS		2,813.16
10/09/2019	ADLER, LINDA	UB refund for account: 3204560016		27.86
10022019	AMBROSE, KRIS	MEAL REIMBURSEMENT - TRAINING		24.60
9450	ASPEN WIRELESS	TECH SUPPORT FOR FIBERNET. \$8.75/CUSTO	2020.033	10,010.00
10022019	BROWN, SEAN	MEAL REIMBURSEMENT - TRAINING		12.51
10012019	CASE, KYLER	ICUEE MEAL REIMBURSEMENT		15.72
10032019	CASE, KYLER	ICUEE MEAL REIMBURSEMENT		12.94
10012019B	CASE, KYLER	ICUEE MEAL REIMBURSEMENT		13.14
10022019	CASE, KYLER	ICUEE MEAL REIMBURSEMENT		22.42
10042019	CASEY HALL	INSPECTIONS 10/4/19		45.00
10212019	DEAN TRAILWAYS OF MIC	56 SEAT MOTORCOACH FOR MACKINAC TRIP O	2020.129	2,723.69
3275811	EDWARDS INDUSTRIAL SA	SWIVEL/HOSE END		54.90
10012019	EIBLER, BRIANNA	FUEL REIMBURSEMENT		45.11
19-019	FIRST DUE	PROTECTIVE FIRE TURNOUT GEAR	2020.127	4,723.58
10112019	FREDONIA TOWNSHIP	425 AGREEMENT - MOONRAKER		475.37
10022019	FULLER, MIKE	ICUEE MEAL REIMBURSEMENT		22.42
10012019	FULLER, MIKE	TRAVEL REIMBURSEMENT - ICUEE		85.45
119849	GIFFELS WEBSTER	PLANNING SERVICES		612.50
10102019	GROENEVELD, ANDREW	BOOT ALLOWANCE		51.94
245436	GWIN, DARWIN	MOWING BROOKS NATURE AREA SEPT. 6-SEPT.		150.00
9232019	IIMC	MEMBERSHIP RENEWAL FOR TRISHA NELSON ID		170.00
29545	LOWE'S BUSINESS ACCT/	ACCT 82130231059095		21.84
10112019	MARENGO TOWNSHIP	425 AGREEMENT		5,185.22
14549C11831	MARSHALL MEDICAL ASSO	DRUG SCREEN - LOWE, LORI		57.00
10112019	MARSHALL TOWNSHIP	425 AGREEMENT		28,116.14
10/09/2019	MICHEAL SCOFFINS	UB refund for account: 1146		50.00
2697	MUNETRIX LLC	MUNICIPAL LICENSE		2,850.00
114753	OAKLAND COMMUNITY COL	ADVANCE POLICE TRAIN TUITION - BRIANNA		50.00
114524	OAKLAND COMMUNITY COL	ADVANCE POLICE TRAINING - MATTHEW POTTE		30.00
2019-80	OERTHERS	STRAW/20-20-20		55.67
9302019	PHILPOTT, ANTHONY	MEAL/GAS REIMBURSEMENT - TRAINING		65.03
INV-77749	POSITIVE COACHING ALL	YEAR 1 OF 3: PARTNERSHIP 9/26/19 - 9/26	2020.115	2,150.00
10/09/2019	RAMIREZ-GUEL, ANAIS	UB refund for account: 2708130004		33.54
10015	REVORE LAW FIRM, P.L.	RETAINER THROUGH SEPT. 30		3,869.50
10/09/2019	SHANNON SKEENS	UB refund for account: 507		50.00
91119	SIEGEL, ROBERT	SAFETY GLASSES REIMBURSEMENT		60.00
10052019	SIEGEL, ROBERT	BOOT ALLOWANCE		402.80
0012076170	SPARTAN STORES	CUSTOMER NO 021063		2.00
591-10438167	STATE OF MICHIGAN - M	WEATHER OBSERVATION DATA SYSTEM JULY-SE		888.15
10/09/2019	VANDERVRIES, EDWARD	ASSESSING SERVICES		4,400.00
9839263671	VERIZON WIRELESS	ACCT 987146080-00001 SEPT- OCT PHONE US		1,161.57
10082019	WATER ENVIRONMENT FED	MEMBERSHIP RENEWAL - ALEC EGNATUK		152.00
61717970	WEX BANK	ACCT 0470004620761 FUEL SEPT-OCT		8,526.42
10022019	WOW! INTERNET-CABLE-P	ACCT 010040764		1,359.80
1795532	XEROX FINANCIAL SERVI	LEASE PAYMENT		1,382.18
GRAND TOTAL:				83,031.17



**ADMINISTRATIVE REPORT**  
**OCTOBER 21, 2019 - CITY COUNCIL MEETING**

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

**FROM:** Tom Tarkiewicz, City Manager

**SUBJECT:** P.A. 425 Conditional Land Transfer with Marshall Township  
– Marshall Activity Center/Backroads Saloon – Set Public Hearing

**BACKGROUND:** The City and Marshall Township have received a request from Michael-Samuel Corporation at 15325 West Michigan Avenue to enter into a Public Act 425 Conditional Land Transfer. A PA 425 agreement brings a property into the City to receive City services but gives a portion of the new taxes collected to the Township.

In 2006, the City and Marshall Township entered into a Master PA 425 Conditional Land Transfer Agreement. In 2015, the Master Agreement was extended to 2026 and in 2019 was rewritten and extended until 2029.

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

**RECOMMENDATION:** It is recommended that after hearing public comments at the public hearing, the City Council adopt the resolution for a PA 425 Land Transfer for land owned by Michael-Samuel Corporation at 15325 West Michigan Avenue.

**FISCAL EFFECTS:** Increase tax revenues to the City.

**CITY GOAL CLASSIFICATION:**

**GOAL AREA I. ECONOMIC DEVELOPMENT**

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

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz  
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

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

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

**WHEREAS**, Michael-Samuel Corporation, owner of property at 15325 West Michigan Avenue, with Tax ID# 16-270-18-03, have petitioned the City of Marshall and Marshall Township for a Conditional Transfer of their property from Marshall Township into the City of Marshall; and

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

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

**WHEREAS**, on June 24, 2019 the City of Marshall extended this Master 425 Agreement with the Township of Marshall until December 31, 2029; and

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

**NOW THEREFORE, BE IT RESOLVED**, that the City Manager and the City Clerk are authorized to execute a Contract for Conditional Transfer of Property commonly known as 15325 West Michigan Avenue, with Tax ID# 16-270-18-03, from the Township of Marshall to the City of Marshall.

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

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

\_\_\_\_\_  
Trisha Nelson, City Clerk  
CITY OF MARSHALL

Dated: \_\_\_\_\_

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

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated June 24, 2019 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, Michael-Samuel Corporation, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

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

WHEREAS, the City has available utility capacity to service the Property, and

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

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

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on the day of sale closure.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

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

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2020 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2019.

The City and Township further agree that commencing in the year 2020 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mills levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
  7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
  8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
  9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared.
  10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.
  11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
  12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_

By: \_\_\_\_\_  
Thomas Tarkiewicz, City Manager

\_\_\_\_\_

By: \_\_\_\_\_  
Trisha Nelson, Clerk

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Tom Tarkiewicz, City Manager and Trisha Nelson, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_  
Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Susan George, Clerk

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by David Bosserd, Supervisory and Susan George, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_  
Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

## SCHEDULE 1

### Legal Description:

MARSHALL TWP T2S-R6W SEC 27 COMM AT THE N 1/4 PST OF SEC 27 TH S 0DEG 32'35" E 1332.66 FT TH N 89DEG 49'36" W 915.14 FT TO THE POB. TH S 0DEG 31'41" E 687.59 FT TH S 87DEG 01'11" W 250.23 FT TH S 0DEG 31'41" E 400 FT TO NLY ROW LI OF W MICH AVE. TH S 87DEG 01'11" W ALONG ROW LI 150.14 FT TH N 1109.62' TH E 400.03' TO POB ALSO COMM AT THE N 1/4 PST TH S 1332.66' TH N 89DEG 49'36" W 915.14' TH S 687.59' TO BEG TH S 164.50' TH S 87DEG 01'11" W 240' TH N 235.95' TH E TO BEG. TH E TO BEG.

ALSO: COMM AT THE N 1/4 PST OF SEC 27 TH S 0DEG 32'35" E 1332.66 FT TH N 89DEG 49'36" W 915.14 FT TH S 0DEG 31'41" E 852.09 FT TO POB. TH S 0DEG 31'41" E 234.18 FT TO NLY ROW LI OF W MICH AVE TH WLY 60.82 FT ALONG ROW LI AND ARC OF A CURVE TO THE RIGHT, RADIUS 1399.36 FT CHORD S 85DEG 46'28" W, 60.82 FT. TH S 87DEG 01'11" W ALONG NLY ROW LI 151.48 FT TH N 07 DEG 16'52" W 235.95' TH N 87DEG 01'11" E FT TO POB, COMBINED 4/4/2017



**ADMINISTRATIVE REPORT**  
**October 21, 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 Contract No. 19-5445

**BACKGROUND:** During the summer of 2020, the Michigan Department of Transportation (MDOT) will be installing a replacement pedestrian bridge on Kalamazoo Ave over the Kalamazoo River. As part of the installation, the City will need to relocate electric distribution lines and FiberNet lines. MDOT, through the attached resolution, is willing to reimburse the City, the cost of relocating the electric and fiber lines

**RECOMMENDATION:** It is recommended that the City Council approve the resolution authorizing the Clerk to sign the State Contract No. 19-5445 for cost reimbursement for the South Kalamazoo Ave pedestrian bridge installation

**FISCAL EFFECTS:** None at this time

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink that reads "Tom Tarkiewicz". The signature is written in a cursive style with a large, sweeping flourish at the end.

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 #19-5445 with the Michigan Department of Transportation for the relocation of overhead power lines and fiber lines for the M-227 Pedestrian Bridge over the Kalamazoo River project; and

**WHEREAS**, the City agrees to relocation of existing overhead power and fiber cable to the westside of the structure; and

**WHEREAS**, MDOT agrees to reimburse the City the cost of relocating the electric and fiber lines; and

**NOW THEREFORE BE IT RESOLVED** that based upon a motion made by \_\_\_\_\_, and supported by \_\_\_\_\_ to authorize Trisha Nelson, Clerk to sign contract 19-5445 with the Michigan Department of Transportation for the relocation of overhead power lines and fiber lines for the M-227 pedestrian bridge over the Kalamazoo River.

**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 21<sup>st</sup> day of October, 2019.

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

\_\_\_\_\_  
Date

SPECIAL TRUNKLINE  
UTILITY WORK  
BY LOCAL AGENCY

COM  
Control Section M 13045  
Job Number 204935CON  
Contract 19-5445

THIS CONTRACT is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MARSHALL, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the relocation by the CITY of utility facilities benefiting Highway M-227 within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning construction of a new pedestrian bridge adjacent to the Highway M-227 (Kalamazoo Avenue) structure over the Kalamazoo River.; and

WHEREAS, the DEPARTMENT has determined that certain CITY facilities require relocation to facilitate the DEPARTMENT'S construction; and

WHEREAS, the CITY has requested that they be authorized to relocate their facilities, said relocation being hereinafter referred to as the PROJECT, is further described as follows:

Relocation of existing overhead power and fiber cable on the eastside of Structure B01 of 13045 which carries Highway M-227 (Kalamazoo Avenue) structure over the Kalamazoo River to the westside of the structure and the relocation of any existing service feeds in conflict with the pedestrian structure construction; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT'S participation in the PROJECT will be limited to relocation in kind to make the CITY whole of those facilities being relocated; and

WHEREAS, the PROJECT COST is estimated to be \$70,000; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

ADWKLC.FOR 9/17/19

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NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT.

2. The CITY shall perform all the PROJECT work. The performance of PROJECT work will be subject to the following provisions:

- A. The CITY will design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT shall not relieve the CITY of its obligation hereunder.
- B. No PROJECT work is to be performed by the CITY until authorization in writing has been given to the CITY by the DEPARTMENT which specifies that such work may commence.
- C. The PROJECT work shall be performed in accordance with plans and specifications reviewed by the DEPARTMENT. No changes will be made to the plans and specifications reviewed by the DEPARTMENT which affect the PROJECT without the same being re-reviewed by the DEPARTMENT.

The DEPARTMENT'S review does not relieve the CITY of meeting any applicable requirements of law or of other public bodies or agencies with respect to the design, construction, or operation of the PROJECT.

- D. The CITY will comply with all applicable State, Federal and local statutes, ordinances and regulations, and obtain all permits that are required for the performance of the PROJECT work.
- E. The CITY shall provide all construction engineering and inspection necessary for the PROJECT; however, the DEPARTMENT may, at its own expense, provide a competent inspector, together with necessary assistance, to assist the field representative of the CITY in completing the PROJECT. Said inspector of the DEPARTMENT, acting through the CITY'S engineer, shall have the right to reject any or all portions of the work which are not executed pursuant to the plans and specifications.
- F. No portion of the work included in this contract shall be subcontracted, assigned, or otherwise disposed of except with the written consent of the DEPARTMENT.

- G. Prior to the performance of any PROJECT work the CITY shall notify the Marshall TSC Manager, Michigan Department of Transportation at the following location when the work will commence so arrangements may be made, if necessary, to have an inspector present while the work is in progress.

Michigan Department of Transportation  
Annjanette Kremer, Marshall TSC Manager  
15300 W. Michigan Ave.  
Marshall, MI 49068

- H. The CITY shall secure a permit from the DEPARTMENT for the PROJECT work and shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline right-of-way.

No charge will be made by the DEPARTMENT to the CITY for any inspection work on the PROJECT.

- I. The operation and maintenance of the facilities shall remain the sole responsibility of the CITY.
- J. The PROJECT work shall be performed in accordance with the requirements and guidelines set forth in Federal Aid Policy Guide (FAPG) Chapter I, Subchapter G, Part 645, Subpart A: Utility Relocations, Adjustments and Reimbursement and such other pertinent Directives and Instructional Memoranda of the FHWA as may be applicable.

Accounts relative to the PROJECT work shall be subject to review and audit by the FHWA and billings shall be prepared in accordance with pertinent directives of the FHWA.

3. The PROJECT COST shall be paid by the DEPARTMENT in the manner and at the times hereinafter set forth and are presently estimated to be as follows:

\$70,000

In the event that the CITY determines the PROJECT will exceed the estimate as set forth herein, the CITY shall advise the DEPARTMENT in writing and receive approval prior to the performance of such work.

4. In order to fulfill the obligations assumed by the DEPARTMENT under the terms of this contract, the DEPARTMENT shall make prompt payment to the CITY for its share of the

PROJECT COST upon execution of this contract and receipt of billing from the CITY for work performed.

All billings submitted to the DEPARTMENT, for reimbursement for items of work performed under the terms of this contract, shall be prepared in accordance with the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_" or "Final Billing".

Final billing under this contract shall be submitted in a timely manner but not later than twelve months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. The CITY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, 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 shall be established and maintained for all costs incurred under this contract.

The CITY shall maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the CITY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, scan, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the CITY shall assure compliance with the above for all subcontracted work.

Final settlement of costs shall be made upon completion of all PROJECT work and final audit by the DEPARTMENT. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the CITY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the CITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CITY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting

documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The CITY 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 the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the CITY, the CITY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the CITY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the CITY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the CITY under this contract or any other agreement, or payable to the CITY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the CITY in a timely filed RESPONSE.

6. The CITY agrees to comply with all applicable requirements of Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq., for all PROJECT work performed under this contract, and the CITY shall require its contractors and subcontractors to comply with the same.

7. All work performed in connection with the PROJECT will be subject to the provisions of 1925 P.A. 17, MCL 250.62, but any reference to State Highway Commission shall be deemed to be the DEPARTMENT for the purposes of this section.

8. Each party to this Contract shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Contract, as provided by law. This Contract is not intended to increase either party's liability for, or immunity from, tort claims. This Contract is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by contract or at law, for claims arising out of the performance of this Contract.

9. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof.

10. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MARSHALL

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:

**APPENDIX A**  
**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 1 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



**ADMINISTRATIVE REPORT**  
**October 21, 2019 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council Members  
**FROM:** Tom Tarkiewicz, City Manager  
**SUBJECT:** Resolution to authorize the Clerk to sign MDOT Contract No. 2019-5401

**BACKGROUND:** During the summer of 2020, the Michigan Department of Transportation (MDOT) will be replacing the pedestrian bridge on South Kalamazoo Avenue (M227) over the Kalamazoo River. MDOT is not required to replace the pedestrian bridge. The new \$800,000 bridge will not be connected to the road bridge.

After installation, MDOT does not want to own the pedestrian bridge. The attached resolution will transfer the bridge from the State to the City ownership.

**RECOMMENDATION:** It is recommended that the City Council approve the resolution authorizing the Clerk to sign the MDOT Contract No. 2019-5401 for transfer of the new South Kalamazoo Avenue pedestrian bridge over the Kalamazoo River from the State to the City.

**FISCAL EFFECTS:** None at this time

**CITY GOAL CLASSIFICATION**

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

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink, 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 #19-5401 with the Michigan Department of Transportation for the M-227 Bridge over the Kalamazoo River; and

**WHEREAS**, the City agrees to accept ownership of the bridge after construction is completed at no cost to the City; and

**WHEREAS**, the City shall own facilities constructed and shall maintain and operate the facilities in accordance with law; and

**NOW THEREFORE BE IT RESOLVED** that based upon a motion made by \_\_\_\_\_, and supported by \_\_\_\_\_ to authorize Trisha Nelson, Clerk to sign contract 19-5401 with the Michigan Department of Transportation for the M-227 pedestrian bridge over the Kalamazoo River.

**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 21<sup>st</sup> day of October, 2019.

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

\_\_\_\_\_  
Date

SPECIAL TRUNKLINE  
NON-ACT-51  
ADDED WORK

DA  
Control Section M 13045  
Job Number 204935CON  
Contract 19-5401

THIS CONTRACT is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MARSHALL, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvement located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Construction of prefabricated pedestrian Structure N01 of 13045 which carries Highway M-227 over the Kalamazoo River including foundation and approach work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The DEPARTMENT will construct the PROJECT at no cost to the CITY.
2. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.
3. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall own the facilities and shall maintain and operate the facilities in accordance with applicable law.

4. This contract is not intended to increase or decrease either party's liability for, or immunity from, tort claims.

5. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

6. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof.

7. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF MARSHALL

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:



**APPENDIX A**  
**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 1 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



**ADMINISTRATIVE REPORT**  
**October 21, 2019 - CITY COUNCIL MEETING**

**TO:** Honorable Mayor and City Council

**FROM:** Alec Egnatuk, Wastewater Superintendent  
Tom Tarkiewicz, City Manager

**SUBJECT:** Emergency Sewer Repair – W Hanover Street

**BACKGROUND:** On the evening of Sunday, July 14, 2019 a sewer backup was reported at 607 W Green St. A DPW crew was called in and following their investigation it was discovered a sewer main in the vicinity of 633 W. Hanover had a blockage causing a major backup in the area. Only two residents reported sewage in their basements (607 & 614 W Green). On Monday, July 15, Wastewater staff and DPW staff convened to further investigate the extent of the blockage. Staff discovered gravel in the main which indicated failure of the sewer pipe. Emergency pumping was deployed on W. Hanover to by-pass the blocked area and at the Fountain Street Lift Station to prevent excess flow upstream from the blockage. Wastewater staff was required to monitor the by-pass pumps throughout the night as they did not have automated controls.

Due to the depth of the sewer and complexity of the excavation area, Quality Excavating was contracted to assist with the investigation beginning on Tuesday, July 16. A collapsed sewer was discovered and a repair attempt was made. Late on the evening of July 16 the repair attempt was abandoned and a meeting scheduled for the next day to determine a better course of action. Once it was determined the repair was going to take several days, Quality Exc. decided they were not able to continue with their assistance. City staff contacted Parish Excavating, Hunter-Prell, and Davis Construction to provide estimates to complete the expected repair. Davis was selected for the repair and Mersino was contracted to provide automated bypass and dewatering (groundwater) pumping with automated pumps and alarm capabilities to ease the overtime demand on Wastewater staff. DPW staff assisted with the vector truck.

The repair that was eventually made was a complete removal and replacement of approximately 60 feet of sanitary sewer east of S. Linden St. Plans are being developed to line the remaining sewer from S. Linden St to S. Mulberry St. as the sewer is substantially degraded along this section. Three manhole structures have been determined to need attention as well. One will be lined and the other two will be re-grouted and sealed. The cause of the failure has been determined to be off-gassing of hydrogen sulfide (H<sub>2</sub>S), which is extremely corrosive to

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concrete. Unfortunately, this section of sewer was constructed with reinforced concrete pipe. Concrete pipe is no longer commonly used in sanitary sewer construction. The material used for lining will better withstand H<sub>2</sub>S.

During the project a new water valve was needed south of the intersection of Linden and Hanover. Water Superintendent Ambler coordinated a live-tap installation of that valve so were able to keep water available to all residences during repairs. A clay tile storm sewer pipe along the edge of the excavation collapsed during the project and the necessary repair delayed the sanitary repair by about one day.

Total cost for the sewer repair is as follow:

Description	Cost
Water Valve Installation	5,055.00
Fuel for Bypass Pumps	4,036.54
Concrete Saw Rental	65.00
Misc. Pipe Fittings	50.19
Dewatering of Trench	34,805.00
Quality Excavating	7,328.30
Davis Construction	79,658.10
Marshall Welding	90.00
Spartan Barricade	1,841.40
DPW Vehicle Usage	6,520.15
DPW Wages	5,803.83
Asphalt Solutions	<u>21,785.00</u>
	167,038.51

**RECOMMENDATION:** It is recommended Council approve the use of fund reserves to increase the Wastewater Capital Outlay budget for account 590-900-970.26 by \$150,000 to cover the expenses incurred during the repair and to approve the use of fund reserves to increase the Major Streets Capital Outlay budget for account 202-900-970.00 by \$21,785.

**FISCAL EFFECTS:** The sanitary sewer emergency repairs were not budgeted for Fiscal Year 2020, hence it is necessary for Council to increase the Wastewater Capital Outlay budget for account 590-900-970.26 by \$150,000.00 and to increase the Major Streets Capital Outlay budget by \$21,785.00.

**CITY GOAL CLASSIFICATION: GOAL #4. INFRASTRUCTURE**

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

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

Respectfully submitted,



Alec Egnatuk  
Wastewater Superintendent



Tom Tarkiewicz  
City Manager



**CITY OF MARSHALL  
BOARDS & COMMISSIONS  
APPLICATION**

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

Date Oct. 8, 2019

Applicant Name Katy Reed

Address 341 N. Madison

Home Phone 517-763-3121 Work Phone 269-224-5046

E-Mail Address katyreedlaw@gmail.com

How long have you lived in the City of Marshall? 5 years

Education J.D.

Community Experience and Affiliations: Chair of Calhoun County Family Law Committee  
Member of Advisory Board - Sexual Assault Services  
Member of Executive Board - Calhoun County Bar Association.

Please specify the Board/Committee sought: Planning Commission

Why would you like to serve in this capacity? Include experience or expertise relevant to board or committee for which you are applying.

I am very interested in helping plan for Marshall's future. As a lawyer, I have an understanding of laws pertaining to business, taxes, and zoning. I am eager to help and I believe this is an important and critical time to plan for Marshall's future.

Can you commit to attend all meeting: Yes or No

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

# KATY REED

517-763-3121

katyreedlaw@gmail.com

341 N. Madison Street  
Marshall, M49068

## Experience

Staff Attorney, Legal Services of South Central Michigan; Battle Creek, MI

November 2016 - present

Represent low-income clients in housing and family law cases. Helping to design Calhoun County's eviction diversion program, negotiating conditional dismissals and for clients to prevent evictions. Supervise student interns in this clinical housing setting. Represent victims of domestic violence in divorce and custody cases. Supervise a monthly divorce clinic run by paralegals and student interns.

Attorney and Principal, Katy Reed Law PLLC; Marshall, MI

November 2012 - November 2016

Litigated family law and other civil litigation matters. Served as Guardian Ad Litem in adult and minor guardianship matters. Served as a court-appointed attorney for mental health proceedings and misdemeanor criminal matters.

News Producer, Westwood One, Inc.; Lansing, MI

May 2007 - September 2008

Covered state politics for the country's largest radio newswire. Produced news and feature stories for state and national broadcast. Provided analysis and commentary for nationally-syndicated program, *"America in the Morning."*

Broadcast Specialist, Lansing Community College; Lansing, MI

March 2006 - May 2007

Supervised students in their management and operation of an internet radio station. Managed students in their production of televised play-by-play commentary for LCC basketball. Produced other radio and television broadcasts for LCC Radio and LCC TV.

## Education

Western Michigan University Thomas M. Cooley Law School

Juris Doctorate, Cum Laude

Top 11% of my class with a 3.4 GPA. Certificate of Merit (top grade) in Research and Writing and Torts II. Teaching Assistant to Professor Kate Butler, Torts II. Intern, Sixty Plus Estate Planning Clinic. Intern, Michigan Department of Attorney General. Intern, Church Wyble, P.C. Director, Student Bar Association.

## Boards and Committees

Chair of the Calhoun County Family Law Committee. Member of the Domestic Violence Committee of the Family Law Section of the State Bar of Michigan. Member of the Sexual Assault Services Advisory Council. Member of the Sexual Assault and Domestic Violence Coordinating Committee.

## Articles and Presentations

*"Civil Restraining Orders Versus PPOs - In the Best Interest of DV Survivors"* January 2019 Edition of the *Michigan Family Law Journal*.

*"Legal Aid and the Fight for Free, Civil Representation"* Presented to Half the Sky Chapter of Marshall, Michigan.