

The meeting will be held at the Ketchum Park Pavilion, 531 Montgomery Street, Marshall, MI.

ONLY in the case of inclement weather will the following ZOOM link be active.

<https://us02web.zoom.us/j/84337137213?pwd=WUpnR29MSzBmVks3ZmZOc1JQVkdFZz09>

MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

August 17, 2020

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION – Scott Loughrige, Cross Roads Church & Ministries
- 4) PLEDGE OF ALLEGIANCE
- 5) APPROVAL OF AGENDA – Items can be added or deleted from the Agenda by Council action.
- 6) CANDIDATES FOR PUBLIC OFFICE
- 7) 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.
- 8) CONSENT AGENDA
 - A. **Schedule Public Hearing – Zoning Amendment Application #RZ20.02 to rezone 115 N. Grand Street** P. 3
City Council will consider the recommendation to schedule a public hearing for Monday, September 21, 2020 to consider Zoning Amendment Application #RZ20.02 to rezone 115 N. Grand Street, Parcel #53-000-413-02 from POSD (Professional Officer Service) to R-3 (Traditional Residential).
 - B. **Credited Service – Municipal Employees’ Retirement System** P. 4
City Council will consider the recommendation to approve a resolution for the purchase of one year of generic service by Captain Ed Costine.
 - C. **City Council Minutes** P. 9
Regular Session Monday, July 20, 2020
Special Session Thursday, July 24, 2020
 - D. **City Bills** P.17
Regular Purchases \$ 92,195.75
Regular Purchases \$100,169.03
Weekly Purchases –7/24/20 \$ 108,822.51
Weekly Purchases –8/1/20 \$ 74,493.95
Weekly Purchases –8/7/20 \$ 448,342.25
Total..... \$ 824,023.49
- 9) PRESENTATIONS AND RECOGNITIONS
- 10) INFORMATIONAL ITEMS
- 11) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

12) OLD BUSINESS

13) REPORTS AND RECOMMENDATIONS

A. Tree Removal Contract

P. 24

City Council will consider the recommendation to approve the bid for tree removal from TreeWorks of Nunica, MI, in the amount of \$66,600 with a contingency of \$6,400 for a total of \$73,000 and to authorize the City Clerk to sign the contract.

B. Sidewalk Deferment – Delta-One and Family Bible Church

P. 26

City Council will consider the recommendation to approve the resolutions authorizing approval of the Sidewalk Deferment Agreements, in substantial form, for Delta One Consulting and the Family Bible Church and authorize the City Clerk to sign the agreements.

C. Michigan Pure Med (MPM) – Electric Service Agreement

P. 46

City Council will consider the recommendation to approve the Michigan Pure Medical Electric Service Agreement and authorize the City Clerk to sign the agreement.

14) APPOINTMENTS / ELECTIONS

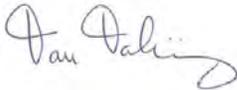
15) PUBLIC COMMENT ON NON-AGENDA ITEMS

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.

16) COUNCIL AND MANAGER COMMUNICATIONS

17) ADJOURNMENT

Respectfully submitted,



Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
August 17, 2020 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Trisha Nelson, Planning & Zoning Administrator
Tom Tarkiewicz, City Manager

SUBJECT: Set Public Hearing for September 21, 2020 to consider Zoning Amendment Application #RZ20.02 to rezone Parcel #53-000-413-02 from POSD (Professional Office Service) to R-3 (Traditional Residential)

BACKGROUND: Eric Young, owner of 115 N. Grand, is seeking to rezone the parcel from the current zoning of POSD-Professional Office Service District to R-3-Traditional Residential. A rezoning of the property will allow Mr. Young to sell the property as a residential home, which is currently on the market with much interest in the property.

The Planning Commission will be holding a public hearing regarding the rezoning request at its regularly scheduled meeting on September 9, 2020 where they will work through the Zoning Amendment worksheet.

RECOMMENDATION: It is recommended that a public hearing be established for September 21, 2020 to hear public comment on Rezoning Request #RZ20.02 to rezone 115 N. Grand, parcel #53-000-413-02, from POSD (Professional Office Service) to R-3 (Traditional Residential).

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

A handwritten signature in cursive script that reads "Trisha Nelson".

Trisha Nelson
Planning & Zoning Administrator

A handwritten signature in cursive script that reads "Tom Tarkiewicz".

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com



ADMINISTRATIVE REPORT
August 17, 2020 – CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Credited Service – Municipal Employees' Retirement System

BACKGROUND: On July 6, Council approved Fire Captain Ed Costine's request to purchase 9 months of generic service from the Municipal Employees' Retirement System (MERS). The request should have been to purchase one (1) year of generic service from MERS. Normal retirement for the Fire Department is age 50 with 25 years of service. The attached actuarial valuation provided by MERS shows a total cost for one year of service is \$32,201.00. The valuation also shows that if Captain Costine purchases one year of service and retires at age 50 his annual benefit will be \$693.12 less than if no years of service were purchased and he worked to age 50 years 9 months.

RECOMMENDATION: Take action by majority vote to either approve or disapprove, by Resolution, the purchase of one year of generic service by Captain Ed Costine.

FISCAL EFFECTS: There are no direct costs to the City of Marshall because the member, Ed Costine, has agreed to pay the total cost, \$32,201.00. However, various factors such as the age of the replacement employee and the years of service at retirement of the replacement employee could impact the city's retirement liability. There is no way to measure such variables.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", is written over a horizontal line.

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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Application for Additional Service Credit Purchase

Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

This estimate is only valid for two months after July 1, 2020, the effective date of this calculation.

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

Participant Information

Edward J.

Costine

Date of Birth: 9/28/1970
 Age: 49 years, 9 months
 Spouse's Date of Birth: 10/22/1969
 FAC as of calculation date: \$73,889.74

Employer Information

Marshall, City of
 1306 / 05

Benefit Program

3.0% Multiplier (80% max)
 Benefit F50 (With 25 Years of Service)
 Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
 Benefit FAC-3 (3 Year Final Average Compensation)
 10 Year Vesting
 Defined Benefit Normal Retirement Age - 60

Service Credit

Earned service credit as of calculation date: 24 years, 0 months
 Vesting Only Service:
 Other Governmental Service used for Eligibility (MERS or Act 88):
 Type of Credited Service to be Purchased: Generic
 Amount of additional service requested: 1 year, 0 months

Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
Before Proposed Purchase	7/1/2021	50 years 9 months	\$76,106.44		25 years 0 months		3%		\$57,079.80
After Proposed Purchase	10/1/2020	50 years 0 months	\$74,437.79		25 years 3 months		3%		\$56,386.68

Estimated Cost of This Service Credit Purchase: \$32,201.00

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as 457 Deferred Compensation Plans, 401 plans, 403(b) plans, and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

NOTE: Special Conditions Applicable to this Calculation can be found at the end of this application

Section 2: Calculation Assumptions

1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

5. Investment Assumption

The current investment return assumption for service credit purchase is 6.35%.

6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

Section 3: Certification and Authorization

PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

Participant Signature

Date

GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on _____, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official

Date

Title

MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

Special Conditions Applicable to this Calculation

The Projected Annual Benefit (before and after purchase) listed on this calculation does not take into consideration the reduction for your Eligible Domestic Relations Order (EDRO). You may contact our office for more information regarding your annual benefit.

SCP Costine REF:0189722

From Kathleen Harrison
To 'thall@cityofmarshall.com'
Cc 'Cynthia Tanner'
Sent 6/16/2020 2:36:53 PM

Attachments:  [CostineAdditional Service Credit Purchase.pdf](#)

Good afternoon,

We have calculated the estimated cost for to purchase service credit (attached). If a termination date was provided in the Service Credit Purchase request for this participant, it has been used to calculate the cost estimate. A termination date may alter the cost of the service credit purchase. Contact us if you feel the calculation needs to be adjusted. The estimated cost will expire two months from the calculation date, after which a new calculation will be required.

To process this service credit purchase we must receive:

- A signed copy of the purchase application (attached). The authorized representative of the Employer and employee signatures are required.
- Payment in full of the current cost amount as determined by MERS.

How to submit payment:

- Payment must be made in the full amount of the purchase cost. We will accept payment in the form of a check made payable to "MERS of Michigan." If some or all the payment will be remitted by wire transfer, please contact us for instructions.
- If part of the cost is being paid by the participant and part is being paid by the employer, we will accept two lump sum checks that total the full cost.
- Payment must come from the participant's personal account if they are funding the purchase.
- If part of the cost is money that is being rolled over from another qualified plan, please complete the "[Certification of Qualified Rollover to MERS](#)" form (F-38), and return it to us. The form can be found on our website at <http://www.mersofmich.com/Employee/Resources/Forms>.

Service credit purchases are not refundable. There are provisions in MERS' Plan for participants to receive a refund of all employee contributions, in which case all service credit is forfeited. There is no provision for receiving a refund for purchased service credit only.

MERS requires a signature of an authorized representative of the Employer to process a service credit purchase. Currently an authorized representative is not on record with MERS. Please complete and return the [Resolution Establishing Authorized Signatures for MERS Contracts and Service Credit Purchase Approvals](#).

Sincerely,

Kathleen Harrison

Retirement Analyst
Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917
Phone: 517.703.9030
Fax: 517.703.9706
www.mersofmich.com



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DISCLAIMER:

This email may contain a summary description of the Municipal Employees' Retirement System of Michigan benefits, costs, rates, valuations, or other calculations, policies or procedures. MERS has made every effort to ensure, but does not guarantee that the information provided is accurate and up to date. Where this email conflicts with the relevant MERS Plan Document, the MERS Plan Document controls.

The contents of the message are secured on the MERS Web portal. In order for the contents to remain secure and to avoid unwanted disclosure, you must reply directly through the portal by using the "reply" function in this email. Please contact MERS at 1-800-767-2308 if you have questions regarding keeping the contents of this message secure.

CALL TO ORDER

IN REGULAR SESSION, Monday, July 20, 2020, at 7:00 P.M. via ZOOM, 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 Deputy Clerk Hall.

Absent: None.

INVOCATION/PLEDGE OF ALLEGIANCE

Scott Williquette of Grace Baptist Church gave the invocation and Mayor Caron led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Metzger, supported McNeil, to approve the agenda with the addition of the Michigan South Central Power Agency Invoice in the amount of \$ 713,973.07. On a roll call vote – ayes: Gates, McNeil, Metzger, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

CANDIDATES FOR PUBLIC OFFICE

Peter Meijer announced candidacy for the 3rd Congressional District.

Jen Rice announced her candidacy for City Councilmember Ward 4.

PUBLIC COMMENT ON AGENDA ITEMS

Kathy Miller of 540 Cosmopolitan stated she is excited to see the Social District on the agenda. Noticed that it is only the south side, but there are many businesses on the north side that could benefit as well. Inquired why it is the alleys and not the parking lots?

Caryn Drenth of 602 Laura Lane is a member of the MAEDA Board and stated that MAEDA conducted a poll and the use of alleys on both sides of Michigan Avenue was 90% supported by the business owners. The alleys are not attractive but this would allow opportunity to clean up and maybe have artists do displays. She feels the Michigan Avenue construction will cripple the downtown businesses and this would be something new to promote Marshall.

Pam Wolfersberger, Farmer's Market Manager, encouraged Council to keep the

Market in mind when discussing the Social District as there are already issues with traffic patterns and getting to the Market.

Theresa Chaney-Huggett of 625 W. Green commented that Marshall could draw examples from Traverse City and other communities who already have Social Districts. Many allow people to stroll, sip, and shop at the same time and she would support everything being included, not just the restaurants.

Matt Davis, MAEDA Board Chair, commented that the creation of the Social District has had a lot of MAEDA involvement and they will do everything they can to help their partners. He commented MAEDA is open to ideas and further discussion to keep moving quickly and this would be an opportunity for an alley beautification project.

CONSENT AGENDA

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

- A. Minutes of the City Council Regular Session held on Monday, July 6, 2020;
- B. Approve city bills in the amount of \$1,061,049.48.

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

PRESENTATIONS AND RECOGNITION

None.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Street Improvement Bond Proposal:

Moved Wolfersberger, supported McNeil, to adopt a resolution for the Street Improvement Bond Proposal ballot language for placement on the November 3, 2020 General Election ballot. On a roll call vote – ayes: Metzger, Traver, Underhill, Wolfersberger, Mayor Caron, Gates, and McNeil; nays: None. **MOTION CARRIED.**

**CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN**

July 20, 2020

RESOLUTION #2020-25

**RESOLUTION TO ADOPT MILLAGE BALLOT LANGUAGE
TO GENERATE MILLAGE FOR ROAD BOND REPAYMENTS**

WHEREAS, the Marshall City Council wishes to repair and rehabilitate approximately 17 miles of roads within the City of Marshall; and

WHEREAS, the Marshall City Council is giving the registered voters of the City the ability to pass a ballot millage proposal for the repayment of Road Bonds; and

WHEREAS, the repair and rehabilitation of said roads will increase the quality of life in the City of Marshall; and

WHEREAS, cities may impose and levy ad valorem property taxes to finance lawful public services, as authorized by the Michigan Constitution of 1963 and other laws; and

WHEREAS, the Marshall City Council wishes to levy up to 2.5 mills for road bond repayment; and

Now, THEREFORE, BE IT RESOLVED that the City Council of the City of Marshall, Calhoun County, approves the following millage ballot question language and directs the Clerk to submit it to the County Clerk to be placed on the November 3, 2020, election ballot:

STREET IMPROVEMENT BOND PROPOSAL MILLAGE

Shall the City of Marshall, Michigan, borrow the principal sum of not to exceed four million seven hundred fifty thousand dollars (\$4,750,000.00) and issue general obligation unlimited tax bonds, in one or more series, payable in not to exceed 10 years from the date of issuance of each series, to provide funds, including any premium from the bond sale, to pay the City's cost to improve, replace, and reconstruct major and local City roads, including necessary right of way and appurtenances and attachments thereto? If approved, the estimated millage that would be levied to pay the proposed bonds in the first year that the levy is authorized is 2.50 (\$2.50 per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is 2.5 mills (\$2.50 per \$1,000 of taxable value). Taxes within the Downtown Development Authority (DDA) and Local Development Finance Authority (L DFA) districts will be distributed as prescribed by law.

[] Yes

[] No

I, Trisha Nelson, Clerk for the City of Marshall, Calhoun County, Michigan do hereby certify that the foregoing Resolution No. 2020- 25 was offered by Councilperson Wolfersberger and supported by Councilperson McNeil, and the same was duly passed at a regular meeting of the City Council by remote technology held on Monday, the 20th day of July, 2020 and that the vote was as follows:

Yeas: Mayor Caron, Gates, McNeil, Metzger, Traver, Underhill, and Wolfersberger.

Nays: None.

Absent: None.

Trisha Nelson, Clerk

B. Motor Pool Purchases:

Moved McNeil, supported Underhill, to approve the purchase of a John Deere 544L Wheel Loader for \$201,509.56 and two (2) Tink 720 Claw Buckets for \$20,183.00 each from AIS Equipment of Lansing, MI. On a roll call vote – ayes: Traver, Underhill, Wolfersberger, Mayor Caron, Gates, McNeil, and Metzger; nays: none. **MOTION CARRIED.**

C. Electric Vehicle Charging Stations:

Moved Metzger, supported Wolfersberger, to enter into an agreement with Westside Solutions for the installation of two (2) Level 2 Electric Vehicle Charging Stations located in the downtown in the amount of \$100,140 and authorize the Clerk to sign the agreement. On a roll call vote – ayes: Underhill, Wolfersberger, Mayor Caron, Gates, McNeil, Metzger, and Traver; nays: none. **MOTION CARRIED.**

D. Creation of Marshall Social District:

Discussion took place regarding the creation of a Marshall Social District. No action was taken. A Special Meeting will be held on Thursday, July 23, 2020 at 7:00 p.m. Staff will determine the location and post accordingly.

APPOINTMENTS/ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Barry Wayne Adams expressed his objection to the ZOOM meeting format and feels that it does not allow for the democratic process and separates people from government. Mr. Adams also found it disturbing that with an attorney present the EO for face masks is referred to as law and it is not a law.

ADJOURNMENT

The meeting was adjourned at 9:34 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

CALL TO ORDER

IN SPECIAL SESSION Thursday, July 23, 2020 at 7:00 P.M. at the Marshall Fire Department, 1201 Arms Street, Marshall, MI 49068 and Via ZOOM, 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

Absent: None.

PLEDGE OF ALLEGIANCE

Mayor Caron led the Pledge of Allegiance.

REPORTS AND RECOMMENDATIONS

A. Creation of a Social District:

Moved Gates, supported Underhill, to approve the recommendation to adopt a resolution which would create the Social District, set the boundaries of the common areas, approve the hours the district would be allowed to be open, and approve the maintenance and management plans. On a roll call vote – ayes: Gates, McNeil, Metzger, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
RESOLUTION # 2020-26**

**A RESOLUTION OF INTENT TO CREATE
THE MARSHALL SOCIAL DISTRICT**

WHEREAS, COVID-19 pandemic has created tremendous strain on the local business community and the City of Marshall desires to assist local businesses by providing available tools to help them remain successful;

WHEREAS, Public Act 124 of 2020 (the, "Act") provides for the creation of a social district that would allow licensed establishments to sell alcohol that would be consumed outside of the premise, but within the limits of the Social District;

WHEREAS, the Act allows Michigan municipalities to establish Social Districts that allow for common areas where two or more contiguous licensed establishments could sell alcoholic beverages in special cups to be taken into the designated common area for consumption;

WHEREAS, the Marshall Social District's boundaries are Grand Street on the west, Mansion Street on the north, Marshall Street on the east, and Green Street on the south. The common areas within the Social District are as shown on the attached map (Appendix A), and as may be amended by the City Council;

WHEREAS, the City Administration has established a Maintenance and Management Plan (the "Plan") for the Social District as required under the Act. The Plan establishes the common areas, the hours and time period for the operation thereof, and any rules and regulations for the Social District as established by the City. The Plan may be amended from time to time by City Administration, subject to City Council review;

WHEREAS, the creation of the Marshall Social District would be an immediate draw to Downtown Marshall and benefit to local business; and

NOW, THEREFORE, BE IT RESOLVED that the Marshall City Council does hereby approve the creation of the Marshall Social District for consideration by the Michigan Liquor Control Commission in Downtown Marshall.

Voting For: Caron, Gates, McNeil, Metzger, Traver, Underhill, 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 special meeting held on the 23rd day of July, 2020.

Trisha Nelson, City Clerk

Date

B. Local Government Approval for Social District Permits:

Moved Traver, supported Gates, to approve resolutions for application for Social District permits for Stagecoach, Schuler's, Copper, Broadway, Grand River, and Mike's Place. On a roll call vote – ayes: Gates, McNeil, Metzger, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

Joe Caron, Mayor

Trisha Nelson, Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
195332	ACTIVE911, INC	EMERGENCY NOTIFICATION APP		390.00
339896	AD-VISOR & CHRONICLE	ABANDON VEHICLES AD		16.30
9972552099	AIRGAS USA LLC	CYLINDER RENTAL		29.48
26933	ALEXANDER CHEMICAL COR	BLANKET PO FOR WATER TREATMENT PLANT	2021.008	556.50
90695	ALL-TRONICS INC	INTERCOM - APT 214		257.00
1J4F-NHTH-GQLQ	AMAZON BUSINESS	ACCT A1P4GM99HG1E02 - KEYBOX		132.49
1MKD-TLYW-61PJ	AMAZON BUSINESS	ACCT A1P4GM99HG1E02 - CREDIT MEMO - RETU		(177.76)
4627898-00	ANIXTER POWER SOLUTION	METER SOCKETS		961.26
1575970	APPLIED IMAGING	ACCT# LAG783 - PRINTING		280.30
02250465222	AUTO VALUE MARSHALL	PTO SWITCH		122.95
02250465207	AUTO VALUE MARSHALL	MINI GREASE GUN		12.99
02250465204	AUTO VALUE MARSHALL	CREDIT MEMO - ON INVOICE 462142		(40.00)
02250465436	AUTO VALUE MARSHALL	RELAY		18.89
02250465417	AUTO VALUE MARSHALL	QD ELEC CLEANER/ DIELECTRIC GREASE		16.88
02250465365	AUTO VALUE MARSHALL	PRIMER/PAINT		38.87
02250465077	AUTO VALUE MARSHALL	SCREW EXT SETS		69.84
02250465062	AUTO VALUE MARSHALL	MINI LED BAR/DRILL FREE LIGHT		416.98
02250465086	AUTO VALUE MARSHALL	AIR CLEANER KIT/STARTER BOLT		12.88
02250465472	AUTO VALUE MARSHALL	DUCT TAPE/ELECTRICAL TAPE		25.86
02250465569	AUTO VALUE MARSHALL	CABIN AIR FILTER		13.24
02250465684	AUTO VALUE MARSHALL	SILICONE		6.29
02250465680	AUTO VALUE MARSHALL	HOSE END/THREAD SEALANT		11.58
02250465663	AUTO VALUE MARSHALL	OIL FILTER/OIL		42.54
1000204721	BALTIC NETWORKS USA	MKROTIK INTERNATIONAL- RESIDENTIAL ROUT	2021.031	2,964.07
P29391820	BATTERIES PLUS BULBS	HPS BULB		425.88
P29429257	BATTERIES PLUS BULBS	HPS BULBS		314.05
3474266	BESCO WATER TREATMENT	DURA CUBE DELIVERY		163.74
6137	BUD'S TOWING & AUTOMOT	BUS #7 - OIL CHANGE/ROTATE TIRES/INSPECT		139.80
36237	BUD'S TOWING & AUTOMOT	TOW TO SCRAP YARD		265.00
6133	BUD'S TOWING & AUTOMOT	DART 6 - OIL CHANGE		89.80
32475	COBAN TECHNOLOGIES	M4 CAMERA		510.00
2395060	CRYSTAL FLASH MARSHALL	ACCT 051300000 - DIESEL		297.37
2395070	CRYSTAL FLASH MARSHALL	ACCT 051300000 - 44 REC GAS		707.61
159414	D & D MAINTENANCE SUPP	JANITORIAL		212.16
571042	DARLING ACE HARDWARE	CHLORINE TABS - FOUNTAIN		99.99
570980	DARLING ACE HARDWARE	FAUCET SPRAY HEAD/AERATOR		39.96
570810	DARLING ACE HARDWARE	CELL PHONE HOLDER/CAULK GUN/SILICONE/CAU		57.91
570812	DARLING ACE HARDWARE	STAIN/RAZOR/CAULK/TOWEL/SHOWER ROD		34.35
570506	DARLING ACE HARDWARE	TUBE		3.59
570667	DARLING ACE HARDWARE	CONDUIT/BITS/PVC		39.95
570505	DARLING ACE HARDWARE	WALL PLATES		31.81
570141	DARLING ACE HARDWARE	ALCOHOL/SQUEEGEE/SPRAY BOTTLE/DISINFECTAN		81.94
570447	DARLING ACE HARDWARE	PVC FITTINGS/POLY TAPE		67.35
570690	DARLING ACE HARDWARE	PAINT/FLY PAPER/INSECT KILLER/CAULK/TEXT		47.14
570502	DARLING ACE HARDWARE	ALGAE GUARD - FOUNTAIN		9.99
570756	DARLING ACE HARDWARE	BATTERIES		9.59
570891	DARLING ACE HARDWARE	LP GAS		23.34
1061852	DETROIT PUMP & MFG CO	LIFT STATION CHECK BALLS		192.39
110200055779	EJ USA INC	REPLACEMENT CASTING FOR STORM/SANITARY S	2021.028	3,739.47
2010602	FORUM ARCHITECTS, LLC	INTERCOM REPLACEMENT ARCHITECTURAL DESIG	2020.331	1,720.07
20-07014	GARAGE DOORS UNLIMITED	PSB GARAGE DOOR OPENER		675.00
20-07250	GARAGE DOORS UNLIMITED	BAY 4 OVERHEAD DOOR SERVICES		125.00
20-07384	GARAGE DOORS UNLIMITED	SERVICE HANDICAP BUTTONS		125.00
157-1067419	GOODYEAR TIRE & RUBBER	NEW TIRES FOR RESCUE 12	2021.046	3,605.67
9604192261	GRAINGER	ACCT 804945673 - HOLE SAW		46.98
9604192253	GRAINGER	ACCT 804945673 - ANALOG METER		245.52
9602043037	GRAINGER	HAZMAT MONITOR		61.56
1939103	GRIFFIN PEST SOLUTIONS	ACCT 3422841 - PEST CONTROL		51.00
13532	GRUNWELL-CASHERO CO.	RESTORATION INVESTIGATION AT BROOKS MEMO	2020.349	3,800.00
2020-0747	GUARDIAN TRACKING, LLC	EMPLOYEE PERFORMANCE SOFTWARE		1,610.00
3382	HE CLEANS TOO, LLC	JANITORIAL		253.35
3381	HE CLEANS TOO, LLC	JANITORIAL		359.02
8012020	HERITAGE CLEANERS	JULY LAUNDRY		183.50
81061	HERMANS MARSHALL HARDW.	PIPE/MASON LINES/DISH SOAP		66.96
81110	HERMANS MARSHALL HARDW.	AMERICAN FLAG/FLAG CLIPS		72.57
81127	HERMANS MARSHALL HARDW.	#2-RA 2002 PLUS SHIPPING		252.38
0058197-IN	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM		865.00
1380	IMPACT LAWN & LANDSCAP	2020 LAWN MOWING - JULY TO OCTOBER 2020	2021.049	450.00
1370	IMPACT LAWN & LANDSCAP	2020 LAWN MOWING - JULY TO OCTOBER 2020	2021.049	400.00
1369	IMPACT LAWN & LANDSCAP	2020 LAWN MOWING - JULY TO OCTOBER 2020	2021.049	440.00
1362	IMPACT LAWN & LANDSCAP	2020 LAWN MOWING - JULY TO OCTOBER 2020	2021.049	300.00
1358	IMPACT LAWN & LANDSCAP	2020 LAWN MOWING - JULY TO OCTOBER 2020	2021.049	1,865.00
M29277	IMPACT SOLUTIONS	INSPECTION LABELS		259.70
M29178	IMPACT SOLUTIONS	FRONT DESK OF FINANCE DEPARTMENT REMODEL	2021.043	4,637.13
72020	ISAAC & SONS	DISINFECTANT - APT 115		85.00
7292020	ISAAC & SONS	DISINFECTANT - APT 407		85.00
7102020	ISAAC & SONS	APT 111 - DISINFECTANT		85.00
7431417	J.C. EHRLICH	CUTSTOMER # 14354013 - PEST CONTROL		224.67
36869	KENTLAND ASPHALT CORPO	BITUMINOUS AGGREGATES		240.80

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
36886	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		245.28
36878	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		239.68
36896	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		221.20
36902	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		156.80
36913	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		208.32
1102	LEGG LUMBER	PAINTED SCREWS, 5/16X3 1/8, 5/16X3 1/8		28.00
1084	LEGG LUMBER	BOLTS/BITS/RECIP BLADE		36.08
208	MARSHALL LUMBERTOWN	2X6X8 TREATED		10.50
167	MARSHALL LUMBERTOWN	2X4X14, 2X8X14		15.44
168	MARSHALL LUMBERTOWN	3X9, 2X4X14, 2X4X8		57.42
54709987.001	MEDLER ELECTRIC COMPAN	2 HOLE STRAP		179.23
85420	MERIT NETWORK INC.	BANDWIDTH 2.0 GBPS INTERNET CONNECTION-	2021.039	31,740.00
287554	MICHIGAN INDUSTRIAL GA	WELDING GASES		101.16
72827212	MSC INDUSTRIAL SUPPLY	MARKING PAINT		110.40
72457232	MSC INDUSTRIAL SUPPLY	SHOE COVERS		84.81
71129302	MSC INDUSTRIAL SUPPLY	BREAKAWAY VEST		27.80
74608952	MSC INDUSTRIAL SUPPLY	CUSTOMER #02356117 - SAFETY GLASSES		74.40
560176	NAPA OF MARSHALL	OIL DRY FOR HAZMAT		170.00
741163	NYE UNIFORM COMPANY	CHIEF UNIFORM		237.00
743231	NYE UNIFORM COMPANY	HYDE - ADD VELCRO NAME STRIP		12.50
733601	NYE UNIFORM COMPANY	HYDE TASER		54.00
741155	NYE UNIFORM COMPANY	CHIEF UNIFORM		33.40
100866	O'LEARY WATER CONDITIO	COOLER RENTAL/BOTTLES WATER		37.00
4788-254474	O'REILLY FIRST CALL	LACQ THINNER		22.65
005247	OERTHERS	STRAW		17.67
1700234	OFFICE 360	PD PAPER		98.97
56491817	POWER LINE SUPPLY	CREDIT MEMO		(1,364.95)
56489912	POWER LINE SUPPLY	RUBBER GLOVE TESTING		429.50
56489892	POWER LINE SUPPLY	HOT STICK		1,048.00
56490074	POWER LINE SUPPLY	100 AMP CUT OUT		808.65
56490073	POWER LINE SUPPLY	SCREW LAGS		161.10
56488318	POWER LINE SUPPLY	U GUARD		286.50
56488317	POWER LINE SUPPLY	SECURITY LIGHTS		1,295.78
56487984	POWER LINE SUPPLY	GLOVE TESTER		64.00
20-2339	QUALITY EXCAVATORS, IN	MANHOLE REPAIR	2021.052	4,250.00
14096	RADIO COMMUNICATIONS	FRIEND RADIO SERVICED		370.03
794897-00	RESCO	WASHERS		396.00
126107	SHAFER REDI-MIX INC	LIMESTONE		573.75
3183-9	SHERWIN-WILLIAMS	DISINFECTANT		157.60
9920	SIGNWORLD CONCEPTS	REPAIR LETTERING ON POLICE CAR		145.00
735703	STEENSMA	STARTER		211.77
735074	STEENSMA	EXTENSION SPRING/ V BELT		100.46
730272	STEENSMA	SEAL/HYD OIL		161.94
1540654	SUMMIT COMPANIES	ANNUAL EXTINGUISHER INSPECTION		1,006.00
1537545	SUMMIT COMPANIES	ANNUAL EXTINGUISHER INSPECTION -DPW		1,004.00
1542032	SUMMIT COMPANIES	ANNUAL EXTINGUISHER INSPECTION		213.50
3258022	TALLMAN EQUIPMENT CO	PULLING EYE AND HOISTS	2021.041	1,506.75
3258061	TALLMAN EQUIPMENT CO	PULLING EYE AND HOISTS	2021.041	807.21
MAR23617	TIRE CITY TIRE PROS	TIRES - M3		943.92
122518476	ULINE	STAKE FLAGS		99.10
154 0097308	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		62.87
154 0096735	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		25.79
154 0097310	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
154 0097309	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0097305	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		25.79
154 0096738	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
154 0096740	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
15400096739	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0097877	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		28.29
154 0097880	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
154 0097882	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
154 0097881	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0097307	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		191.48
154 0097306	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.65
154 0096737	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		188.98
154 0096736	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.65
154 0097878	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.65
154 0097879	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		188.98
27639	WEST SHORE SERVICES	CITYWIDE EMERGENCY SIREN TESTING 2020	2021.047	2,025.00
MRLECJULY20	WHITE COLLAR LAWN & LAI	2020 LAWN MOWING AT MRLEC BUILDING- & AI	2021.048	880.00
BROOKS720	WHITE COLLAR LAWN & LAI	2020 LAWN MOWING AT MRLEC BUILDING- & AI	2021.048	2,200.00
GRAND TOTAL:				92,195.75

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
43966	ACTRON SECURITY ALARM	ACCT 181905/18-1904 QUARTERLY MONITORIN		356.40
9971786694	AIRGAS USA LLC	CYLINDER RENTAL		147.69
19ND-MHF9-7KV7	AMAZON BUSINESS	ACCT A1P4GM99HG1EO2 - SOAP DISPENSER		30.94
1TG3-JK49-37LC	AMAZON BUSINESS	ACCT A1P4GM99HG1EO2 - BOOTIE COVERS		177.76
1C6G-KF6Y-9R73	AMAZON BUSINESS	ACCT A1P4GM99HG1EO2 - PLOTTER PAPER		155.50
1JG7-QMD1-FK4P	AMAZON BUSINESS	ACCT A1P4GM99HG1EO2 - COVID STAND - PPE		299.00
02250464915	AUTO VALUE MARSHALL	HOSE MENDER		3.89
02250464855	AUTO VALUE MARSHALL	MARKER BULB		3.39
02250465031	AUTO VALUE MARSHALL	LITE KIT/BLECHE WHITE		56.16
02250464202	AUTO VALUE MARSHALL	WIPER MOTOR		(12.00)
02250464158	AUTO VALUE MARSHALL	REMAN WIPER		73.39
02250464378	AUTO VALUE MARSHALL	CLAMPS		19.60
02250464323	AUTO VALUE MARSHALL	ECONO FAST/BRAKE FLUID		47.67
02250464922	AUTO VALUE MARSHALL	GEAR OIL		97.14
02250464404	AUTO VALUE MARSHALL	A/C BAG KIT		154.69
02250464403	AUTO VALUE MARSHALL	PLASTIC TAPE/WPROOF 600		26.07
02250464920	AUTO VALUE MARSHALL	12V BATTERY		41.00
02250464797	AUTO VALUE MARSHALL	CLAMPS/TPH360		13.56
02250464521	AUTO VALUE MARSHALL	CABIN AIR FILTER		13.24
02250464573	AUTO VALUE MARSHALL	FLEX PIPE/SHINE MASTER/WIPER PULLER/MICR		53.85
02250464555	AUTO VALUE MARSHALL	SIMPLE ROD		50.79
02250464551	AUTO VALUE MARSHALL	BATTERY		116.99
02250464554	AUTO VALUE MARSHALL	MUFFLER CEMENT		5.29
02250464531	AUTO VALUE MARSHALL	TPH-360 OPEN/ADAPTER		13.17
02250464707	AUTO VALUE MARSHALL	AIRCRAFT PAINT/SUPER 77		35.68
02250464660	AUTO VALUE MARSHALL	CLAMP/ELBOW/WPROOF1200		28.73
02250464781	AUTO VALUE MARSHALL	TAILPIPE/ELBOW/ADAPTERS/CLAMP		55.62
02250464750	AUTO VALUE MARSHALL	GOOP		3.79
02250464749	AUTO VALUE MARSHALL	DISC BRAKE		538.04
02250464827	AUTO VALUE MARSHALL	F PREM SEMI MET		83.59
02250464828	AUTO VALUE MARSHALL	SEMI - MET W/HDWR		(83.59)
1000202082	BALTIC NETWORKS USA	ROUTER		574.48
P29065906	BATTERIES PLUS BULBS	BATTERY		22.95
P28197812	BATTERIES PLUS BULBS	LAMP BULB		50.70
106261	BRUTSCHE CONCRETE PRODIFOUNDATIONS			162.00
106274	BRUTSCHE CONCRETE PRODIFOUNDATIONS			93.00
32443	COBAN TECHNOLOGIES	BODY CAMERA PACKAGES		7,745.00
2346790	CRYSTAL FLASH MARSHALL DIESEL			372.11
159186	D & D MAINTENANCE SUPP	HD LINER		29.95
159120	D & D MAINTENANCE SUPP	CARPET RESTORATION		810.00
570521	DARLING ACE HARDWARE	18IN RM .325P .063G STND		38.95
569228	DARLING ACE HARDWARE	DISINFECTANT - METER DEPT		8.59
569973	DARLING ACE HARDWARE	CHLOR TABS/BATTERIES		73.58
570319	DARLING ACE HARDWARE	TUBING/COUPLING		5.29
570275	DARLING ACE HARDWARE	CARPET CLEANER		56.98
570247	DARLING ACE HARDWARE	NUTS/BOLTS/DRILL BIT		11.59
570255	DARLING ACE HARDWARE	NUTS/BOLTS		7.96
570084	DARLING ACE HARDWARE	BATTERIES		21.58
570105	DARLING ACE HARDWARE	NUTS/BOLTS/HANDLE MOULDING/TRIGGER INTER		152.25
569493	DARLING ACE HARDWARE	LP GAS		28.36
569853	DARLING ACE HARDWARE	NUTS/BOLTS		4.86
569940	DARLING ACE HARDWARE	FUEL LINES		4.59
569413	DARLING ACE HARDWARE	NUTS/BOLTS		5.96
569571	DARLING ACE HARDWARE	CAN AIR		16.36
569858	DARLING ACE HARDWARE	STRAIGHT VALVE		19.98
569431	DARLING ACE HARDWARE	LABOR		1.00
569441	DARLING ACE HARDWARE	NUTS/BOLTS		1.05
569583	DARLING ACE HARDWARE	WATER FILTER		12.99
569801	DARLING ACE HARDWARE	DRILL BITS/INSECT KILLER		46.74
IN-1997256	DUBOIS CHEMICALS	BLANKET PO FOR POLYMER	2021.010	8,362.22
283714	ELHORN ENGINEERING COM	ORTHO PHOSPHATE WTP	2020.149	2,801.00
MIBAT292236	FASTENAL COMPANY	JANITORIAL		84.67
9589952440	GRAINGER	ANALOG PANEL/CAT CABLE		570.24
9316732237	GRAYBAR ELECTRIC	COMMSCOPE DROP CABLES- QUOTE#00235472998	2020.336	1,496.40
9316667808	GRAYBAR ELECTRIC	COMMSCOPE DROP CABLES- QUOTE#00235472998	2020.336	2,749.48
1926035	GRIFFIN PEST SOLUTIONS	ACCT 3542611		35.00
20200471	GRP ENGINEERING INC	ENGINEERING SERVICES FOR PEARL STREET SU	2020.281	18,189.23
20200472	GRP ENGINEERING INC	ENGINEERING SERVICES FOR PEARL STREET SU	2020.281	6,788.73
20200470	GRP ENGINEERING INC	ENGINEERING SERVICES FOR SOUTH SUBSTATIO	2020.206	3,556.96
12029972	HACH COMPANY	LAB SUPPLIES		758.63
10994-743950	IRVIN'S HARDWARE	FRONT HANDLE		27.99
16844	J AND K PLUMBING SUPPL	PVC FITTING		2.36
17156	J AND K PLUMBING SUPPL	HAND SHOWER		154.73
17175	J AND K PLUMBING SUPPL	HAND SHOWER RETURN		(20.63)
7508438	J.C. EHRLICH	PEST CONTROL		73.00
6302020	JIMMY'S JOHNS	PORTA POTTY - F. MARKET		306.25
619113	KENNEDY INDUSTRIES INC	LIFT STATION PARTS	2021.020	3,765.25
INV009074	KNIGHT WATCH, INC	SYSTEM REPAIRS		64.40
154329213	CRANES INC	ANNUAL OSHA COMPLIANCE CRANE AND HOIST I	2020.238	750.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
610	LEGG LUMBER	SCREWS/2X4'S		57.42
624	LEGG LUMBER	2X4'S		15.44
912	LEGG LUMBER	PLYWOOD		26.49
5606	MACKS FIRE PROTECTION	MFD FIRE SUPPRESSION SYSTEM		494.78
42544819	MCMaster-CARR	BATTERY SHUNT/MINI LIGHT BULB		111.74
42133470	MCMaster-CARR	ACCIDENT PREVENTION TAGS		89.29
54710171.001	MEDLER ELECTRIC COMPAN	TAPE		254.29
101	MESTDAGH'S HONEY BEES	TRAP AND REMOVE HONEY BEES MULBERRY/GREE		76.00
20200710139	METRO WIRELESS	BATTERY SUPPLY		912.00
68006532	MSC INDUSTRIAL SUPPLY	SAFETY VEST		9.72
68710532	MSC INDUSTRIAL SUPPLY	MARKING PAINT/MARKING FLAGS		365.38
560281	NAPA OF MARSHALL	FILTER		153.34
560379	NAPA OF MARSHALL	CREDIT - RETURNED 1		(76.67)
005244	OERTHERS	GRASS SEED/MILORGANITE		151.78
111221-213415	PARAGON LABORATORIES,	MERCURY ANALYSIS		279.00
5510	PARRISH EXCAVATING	RECONNECT WATER SERVICE 938 S. MARSHALL	2020.343	4,190.00
1712611-00	POTTER DISTRIBUTING	GE 16.6 CF TOP MOUNT FF WIRE SHELF, LED	2020.356	529.00
7008566-00	POWER & TELEPHONE SUPP	NID		998.28
56487578	POWER LINE SUPPLY	ELECTRIC DEPT INVENTORY-- STORM WORK MAT	2020.358	1,620.00
56484477	POWER LINE SUPPLY	RACK, HOUSE BUTTON		538.49
56485967	POWER LINE SUPPLY	HOT STICK		306.00
56485917	POWER LINE SUPPLY	WASHERS		135.00
56486333	POWER LINE SUPPLY	WASHERS		205.50
56486319	POWER LINE SUPPLY	GREEN METER SEALS		255.69
56486335	POWER LINE SUPPLY	STAPLE		178.30
56486314	POWER LINE SUPPLY	RED METER SEALS		497.89
56486334	POWER LINE SUPPLY	5/8" X 12 BOLT		169.34
56472902	POWER LINE SUPPLY	PANTS/JACKET		195.32
56480727	POWER LINE SUPPLY	GRAY SPOOLS		119.78
56480730	POWER LINE SUPPLY	ELECTRIC DEPT INVENTORY-- STORM WORK MAT	2020.358	2,531.04
56480728	POWER LINE SUPPLY	FOCUS METER		149.52
56480729	POWER LINE SUPPLY	AUTO SPLICE		553.42
56480732	POWER LINE SUPPLY	ELECTRIC DEPT INVENTORY-- STORM WORK MAT	2020.358	1,078.20
56480731	POWER LINE SUPPLY	ELECTRIC DEPT INVENTORY-- STORM WORK MAT	2020.358	2,426.40
56484480	POWER LINE SUPPLY	1/0 AL WIRE		1,133.00
56482431	POWER LINE SUPPLY	TRANSFORMER PADS		883.10
56480313	POWER LINE SUPPLY	AUTO SPLICE REDUCER		142.01
5648038	POWER LINE SUPPLY	REPLACEMENT HALO LIGHT		114.69
5684479	POWER LINE SUPPLY	CAISSON		1,478.05
56484478	POWER LINE SUPPLY	GLOVES		337.08
B489001408B	PROFORMA PRINTHOUSE	SHIPPING CHARGES		22.60
273279	PVS TECHNOLOGIES	BLANKET PO FOR FERRIC CHLORIDE	2021.014	4,705.48
57837	R&R FIRE TRUCK REPAIR,	T12 - SERVICE & TESTING		476.00
05492-539773	SAFELITE FULFILLMENT,	WINDSHIELD		297.97
3637540	SECURITY CORPORATION	ENTRANCE READER REPAIR		192.75
20-0620	SERVICEMASTER OF KALAM,	BED BUG TREATMENT		412.50
1533828	SUMMIT COMPANIES	ANNUAL EXTINGUISHER MAINTENANCE		114.00
MAR23290	TIRE CITY TIRE PROS	TIRES		179.98
5257281	TOSHIBA AMERICA BUSINE	MRLEC COPIER		114.51
154 0096153	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0096154	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
154 0096152	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
154 0096149	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		25.79
154 0096151	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		188.98
154 0096150	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.65
15949-20-345	UNION ELECTRIC INC	CO2 EXHAUST SYSTEM REPAIR		2,950.00
283720	USA BLUEBOOK	CHEMICALS		254.36
BROOKS620	WHITE COLLAR LAWN & LAI	2020 LAWN MOWING AT MRLEC BUILDING- & AI	2020.296	1,760.00
MRLECCJUNE20	WHITE COLLAR LAWN & LAI	2020 LAWN MOWING AT MRLEC BUILDING- & AI	2020.296	1,100.00
GRAND TOTAL:				100,169.03

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
287290494544X07142	AT&T MOBILITY	ACCT 287290494544		42.46
6302020	BEALS, ROBERT	ENERGY OPTIMIZATION - FURNACE AND AC		175.00
BLU-10321	BLU FISH CONSULTING, L	DIGITAL AD NETWORK		1,235.00
BLU-10322	BLU FISH CONSULTING, L	FIBERNET WEBSITE UPDATES/HOSTING		832.50
6302020	BORTOLUSSI, MARK	ENERGY OPTIMIZATION - FURNACE AND AC		210.00
07202020	BRADSHAW, CLINTON	TENANT REFUND		369.00
7212020	CHEMICAL BANK SOUTH	HSA ACCT: 541180245 - MARTIN ERSKINE - J		1,200.00
46637	CITY OF COLDWATER	HAROLD JENKINS WORK - JUNE		150.00
7172020	CITY OF MARSHALL	PETTY CASH REIMBURSEMENT - LETTERS FOR M		1.60
204477037848	CONSUMERS ENERGY	ACCT 100009163435		87.45
204210081701	CONSUMERS ENERGY	ACCT 100072243312		25.80
201718299124	CONSUMERS ENERGY	ACCT 100000335602		194.21
205011005326	CONSUMERS ENERGY	ACCT 100007594680		25.80
206523622910	CONSUMERS ENERGY	ACCT 100067101772		14.00
202786184377	CONSUMERS ENERGY	ACCT 103009157670		17.95
204477037849	CONSUMERS ENERGY	ACCT 100009163971		92.03
204121088923	CONSUMERS ENERGY	ACCT 103018520884		14.00
203409169111	CONSUMERS ENERGY	ACCT 100009163708		14.00
203053171904	CONSUMERS ENERGY	ACCT 103013521119		16.37
207145908015	CONSUMERS ENERGY	ACCT 103015800248		126.87
6302020	DESIGN STUDIO EAST	ENERGY OPTIMIZATION - LED LIGHTING		190.00
509	DILLON, ASHLEY	TBALL REFUND		28.00
7192020	DIXON, DAVE	MARKET ENTERTAINMENT		35.00
7202020	EVERGREEN RESORT	HOTEL - LINEMAN SCHOOL - FULLER, DUDA, S		2,457.00
7192020	HAZEL FAMILY FARM	SNAP REIMBURSEMENT		19.00
7012020	HERITAGE CLEANERS	ACCT 100243 - JUNE UNIFORM CLEANING		310.50
1935937	HUB INTERNATIONAL MIDW	MACHINERY AND POLUTION NSURANCE POLICY -2021.023		4,519.00
1934192	HUB INTERNATIONAL MIDW	PROPERTY INSURANCE - GENERAL LIABILITY 2021.022		55,269.00
1936163	HUB INTERNATIONAL MIDW	MACHINERY AND POLUTION NSURANCE POLICY -2021.023		33,334.00
561468	ITRON INC	METER READING SOFTWARE		1,037.69
014943	LEWEY'S SHOE REPAIR	RESOLE DUTY BOOTS		90.00
015842	LEWEY'S SHOE REPAIR	INSOLES		23.00
015503	LEWEY'S SHOE REPAIR	INSOLES - CINDY UPRIGHT		72.99
2020SMRMARENGO	MARENGO TOWNSHIP	MARENGO TWP SUMMER 2020 TAXES 15-311-015		366.52
7102020EZ	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 2217 - ERIC ZUZGA		269.69
7102020COM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 3431 - CITY OF MARSHA		9.72
7102020CR	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4860 - CHRISTY RAMEY		99.96
7102020JB	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 9784 - JON BARTLETT		181.85
7102020JM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 9156 - JUSTIN MILLER		226.10
1485967	MILLER CANFIELD PADDOC	PROFESSIONAL SERVICES THRU JUNE 30		57.00
6302020	PERKINS, MARTHA	ENERGY OPTIMIZATION - ENERGY STAR APPLIA		30.00
14632	R-S TRUCK & DIESEL, IN	REPAIR TRUCK 327	2021.021	1,672.43
510	SCHAFFER, NANCY	TBALL REFUND		5.00
198743	TELNET WORLDWIDE	ACCT 8948 - JULY		1,995.97
6302020	TRINE, BRAD	ENERGY OPTIMIZATION - FURNACE AND AC		240.00
914311770	VCA MARSHALL ANIMAL HO	BINGO - K9 MEDICAL		18.00
7192020	WILLOW GARDEN	SNAP REIMBURSEMENT		58.00
07022020	WOW! INTERNET-CABLE-PH	ACCT 010040764		1,363.05
GRAND TOTAL:				108,822.51

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
7172020	AT&T MOBILITY	ACCT 145970911		87.35
7282020	BROWN, RICHARD	ENERGY OPTIMIZATION - DISHWASHER		15.00
07/30/2020	CARLIN, PATRICIA & VA	UB refund for account: 400960016		166.76
07/30/2020	CARON WARNSBY	UB refund for account: 293		50.00
7272020	CASEY HALL	INSPECTIONS 7/1-7/26		50.00
07/30/2020	CHARLES CROSBY	UB refund for account: 2085		97.41
FLEET-2020-0000004	CITY OF BATTLE CREEK	VEHICLE CHANGEOVER		2,240.16
6302020	COLWELL, SUSAN	ENERGY OPTIMIZATION - FURNACE		100.00
7282020	CRAPO, MATTHEW	ENERGY OPTIMIZATION - FURNACE AND AC		200.00
515	CRUMRINE, DENISE	MACKINAC TRIP REFUND		150.00
514	CRUMRINE, DENISE	MACKINAC TRIP REFUND		655.00
568122	DARLING ACE HARDWARE	NUTS/BOLTS		3.16
567826	DARLING ACE HARDWARE	TIE DOWN		79.96
568943	DARLING ACE HARDWARE	MS362CM		759.95
568753	DARLING ACE HARDWARE	HOSE MENDER		10.58
569105	DARLING ACE HARDWARE	BIT SET/SAWZAL BLADES		121.96
110200049387	EJ USA INC	REPLACEMENT CASTING FOR STORM/SANITARY	2021.028	5,342.10
0103853	FERGUSON WATERWORKS #	COUPLINGS		900.00
07/30/2020	FIEBELKORN, DAN	UB refund for account: 2501580006		41.05
7282020	FOERSTER, VENJEANA	REIMBURSEMENT CDL FEES FOR DART		65.95
IN102006260101	FS.COM INC	PATCH CABLES		80.56
7272020	GROSS, JOHN	INSPECTIONS 6/21-7/26		1,600.00
7292020	HALL, TRACY	REIMBURSEMENT FOR "I-VOTED" STICKERS		36.03
84958	HERMANS MARSHALL HARD	PAINT/BUCKET/BRUSH/SPRAY BOTTLE/BRAKE C		130.38
84923	HERMANS MARSHALL HARD	PLUMBING SUPPLIES/MAP GAS/PAINT/ANT DUS		122.86
81002	HERMANS MARSHALL HARD	RAKES/GLUE/PVC		58.26
84968	HERMANS MARSHALL HARD	CAULK/BRACKETS/LEGAL PAD		39.96
84945	HERMANS MARSHALL HARD	DEGREASER/SPRAY BOTTLE/BATTERIES/BACK F		82.33
84939	HERMANS MARSHALL HARD	PAINT/PAINT THINNER/BRUSHES/RAGS - HYDR		118.20
16938	J AND K PLUMBING SUPP	GALV PIPE		15.89
17244	J AND K PLUMBING SUPP	ELBOW		1.05
2020-0010	J.R. UNDERGROUND, LLC	65' BORE		1,000.00
07/30/2020	KELSEY LUKE	UB refund for account: 1242		50.00
201936.10-2200683	LAWSON-FISHER ASSOCIA	ENGINEERING FOR THE HYDRO ELECTRIC DAM	2020.169	6,643.68
1250	MAEDA	20-21 CHAMBER MEMEBERSHIP		500.00
437661	MARANA GROUP	POSTAGE - ACCT# M323		500.00
7102020ER	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4868 - ED RICE		2,040.09
7102020MD	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4353 - MARGUERITE DA		406.00
85421	MERIT NETWORK INC.	ADDITIONAL BANDWIDTH FEES 2000 MBPS TO	2020.302	3,780.00
85422	MERIT NETWORK INC.	ADDITIONAL BANDWIDTH FEES 2000 MBPS TO	2020.302	3,528.00
M 06-20	MICHIGAN SOUTH CENTRA	JUNE 2020 NATURAL GAS PURCHASES		308.26
511	MOORE, CAROL	MACKINAC TRIP REFUND		320.00
512	MOORE, CAROL	MACKINAC TRIP REFUND		335.00
513	MOORE, CAROL	MACKINAC TRIP REFUND		150.00
7202020	OAKLAWN HOSPITAL	DRUG SCREEN - CLIFF THORNE		40.00
07/30/2020	PATRICIA CARLIN	UB refund for account: 1919		10.00
07/30/2020	PAULA FADER	UB refund for account: 1770		50.00
07/30/2020	REBECCA WOELL	UB refund for account: 809		50.00
7212020	SHEPHERD, MARCIA	UNIT 412 CLEANING		125.00
336755	SOLOMON CORPORATION	4 PADMOUNT AND 24 POLEMOUNT DUAL VOLTA	2021.037	33,450.00
7282020	STANFILL, ELMER	ENERGY OPTIMIZATION - FURNACE AND AC		200.00
1629784048	STAPLES BUSINESS CRED	CREDIT ACCT - 302063		290.02
07/30/2020	STUART BUILDING LLC	UB refund for account: 100460006		14.59
07/30/2020	THE MEADOWS ON MICHIG	UB refund for account: 2900820032		3.30
22	TOP TO BOTTOM TREE SE	ELECTRIC LINE CLEARANCE (3-PERSON \$106	2020.273	4,134.00
7282020	VOSS, PHILIP	ENERGY OPTIMIZATION - FURNACE AND AC		200.00
7242020	WOW! BUSINESS	ACCT 013934621		42.42
2163186	XEROX FINANCIAL SERVI	LEASE 5/18-7/17		2,901.68
GRAND TOTAL:				74,493.95

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
52317655	JENNIFER KULIKOWSKI	INDUSTRIAL PARK CIRCLE MAINTENANCE	2020.361	2,519.84
SI366974	AMERICAN REGISTRY INTE	ACCT CM-1544		1,000.00
08/06/2020	BALMER, RICHARD	UB refund for account: 400920014		154.71
252-2310889	BANK OF NEW YORK	ACCT # - MARSHCIT12		250.00
138956	BOSHEARS FORD SALES IN	REPAIR PATCH TRUCK	2021.042	1,730.98
8032020	BUDD'S ALL TRACTOR	TRACTOR RENTAL		1,200.00
8052020	CARR, LEVI	FUEL/FOOD REIMBURSEMENT - LINEMAN SCHOOL		216.08
7272020	CARRIS, STEVE	PAINTING		350.00
8022020	CD BABCOCK	FARMERS MARKET ENTERTAINMENT		30.00
8032020	CITY OF MARSHALL	COOKIES FOR ELECTION WORKERS		43.40
SMR TAX 20	CITY OF MARSHALL	SUMMER TAX FOR 220 W GREEN ST - PARCEL:		1,742.97
8052020	COATES, ANDREW	KAYAK ATTENDANT		80.00
7272020	COCM	CODE OFFICIALS CONF. - TIM MUSSER		285.00
10009	COURTNEY & ASSOCIATES	JULY RETAINER		250.00
101966	CRT, INC	CLOUD STORAGE		1,143.66
8072020	DOPP, WILLIAM & LINDSE	POSTAGE REIMBURSEMENT - LORETA TAX BILLS		16.90
7312020	DUNN, PATRICIA	TENANT DEPOSIT REFUND		316.00
8052020	ERSKINE, MARTIN	CONFINED SPACE TRAINING		150.76
8022020	GRAND RIVERY BREWERY	SNAP REIMBURSEMENT		8.00
245442	GWIN, DARWIN	MOWING - BROOKS NATURE - JULY		225.00
2020.01	HUNTER PRELL COMPANY	WATER MAIN REPLACEMENT AT EAGLE ST AND J	2020.369	376,007.52
3681754	IIX INSURANCE INFORMAT	ACCT 888907		21.85
08/05/2020	JENNIFER MCNULTY	UB refund for account: 1727		110.00
0727282020	LEWIS G BENDER, PH.D.	SENIOR LEADERSHIP TEAM WORKSHOP/PUBLIC S		5,456.30
7102020TS	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 2922 - THERESA SEARS		111.22
7102020JL	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 3280 - JOSHUA LANKERD		304.08
7102020SMD	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4217 - SCOTT MCDONALD		469.08
20200810254	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2021.019	4,890.22
08/05/2020	MTH MANAGEMENT	UB refund for account: 2104160028		204.90
8052020	NASH, WILL	BOOT ALLOWANCE		155.00
8062020	PERRY, DONNA	SPRINKLER REPAIR AND REPLACE EDGING DAMA		211.91
7262020	POWERPLAN	BOX SCREENER RENTAL	2021.034	4,619.63
0249006813817	REPUBLIC SERVICES #249	ACCT 3-0249-1022021		1,807.34
0249-006814554	REPUBLIC SERVICES #249	2020 ANNUAL BULK TRASH PICK UP JUNE	202 2021.045	26,152.69
10147	REVORE LAW FIRM, P.L.C	LEGAL SERVICES THRU JULY 31		4,515.00
08/05/2020	RILEY, PHYLLIS	UB refund for account: 3002710015		53.22
7282020	SHEPHERD, MARCIA	CLEANING - UNIT 407		125.00
7242020	SHEPHERD, MARCIA	CLEANING - UNIT 115		125.00
7312020	SMITH, PHIL	LOST TITLE FEE REIMBURSEMENT		20.00
08/05/2020	SMITH, THOMAS	UB refund for account: 2900080041		33.89
13227	SONAR	SONAR SOFTWARE MONTHLY SERVICE. \$1.25/C	2021.007	1,716.25
1630202282	STAPLES BUSINESS CREDI	CREDIT ACCT # 302063		141.37
726972	STEENSMA	MOWER PARTS		187.26
7192020	THE PERENNIAL CONNECTI	SNAP REIMBURSEMENT		6.00
7272020	THOMAS NEIDLINGER MD	ACCT # 127260 - DOT PHYSICAL - PAUL LAR		75.00
23	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2020.	2021.273	4,458.63
20CM-003-001	VANDERVRIES, EDWARD	ASSESSING SERVICES		4,500.00
7282020	WOW! BUSINESS	ACCT 010058364		32.97
7292020	WOW! BUSINESS	ACCT 014226414		117.62
GRAND TOTAL:				448,342.25



ADMINISTRATIVE REPORT
August 17, 2020 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Marguerite Davenport, Director of Public Services
Phil Smith, DPW Superintendent
Tom Tarkiewicz, City Manager

SUBJECT: Tree Removal Contract

BACKGROUND: The Department of Public Works compiled a list of trees needing removal this spring. The list was formed through several avenues including DPW crew observations and resident notifications to the department of potential issues. When a concerned citizen calls about a tree in the right-of-way, the DPW superintendent will investigate the condition of the tree and prioritize either trimming or removal on a one to three scale.

The winter and spring combined reports resulted in 51 trees on the priority one list. Priority one trees are a safety hazard and need to be removed as soon as possible. If the tree was identified by a resident and notification given to the City, and should the tree fall, causing damage or harm, then City would be liable. Typically, DPW removes and trims trees in the winter months. The City's aging green infrastructure has increased the work load the last couple years so some of the trees could not be removed this past winter. The other portion have been identified over the last several months and added to the list. With the safety and liability considerations in mind, we issued an RFP for the removal of 51 trees within the city right-of-ways and clean-up along the Riverwalk from the June 10, 2020 storm.

Five bids were received on August 12, 2020 for the work, they are as follows:

Midwest Tree Service	Belmont, MI	\$99,900.00
Rightway Tree Co	Eaton Rapids, MI	\$94,400.00
Forest Grove	Belding, MI	\$76,650.00
CHOP	Grand Rapids, MI	\$71,350.00
TreeWorks	Nunica, MI	\$66,600.00

RECOMMENDATION: It is recommended that City Council approve the bid for this work and award the project to TreeWorks, of Nunica MI, in the amount of \$66,600.00 with an additional contingency amount of \$6,400 for a total of \$73,000 and to authorize the City Clerk to sign the contract on behalf of the City.

FISCAL EFFECTS: To authorize a contract in the amount of \$66,600 with an additional contingency amount of \$6,400 for a total of \$73,000 to be expensed from the Streets Department Contract Services budget line item, 101-441-820.00. This project was not budgeted in FY21, but due to the liability and safety concerns is necessary. Therefore, a budget amendment increase in the amount of \$66,600 to line item 101-441-820.00 is requested.

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

CITY GOAL CLASSIFICATION: GOAL AREA 4. INFRASTRUCTURE

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

ALTERNATIVES:

As suggested by Council.

Respectfully submitted,



Marguerite Davenport
Director of Public Services



Phil Smith
DPW Superintendent



Tom Tarkiewicz
City Manager



Administrative Report
August 17, 2020 – City Council Meeting

REPORT TO: Honorable Mayor and City Council Members

FROM: Eric Zuzga, Director of Special Projects

SUBJECT: Sidewalk Deferment- Delta-One and Family Bible Church

BACKGROUND: The City is working with two property owners, Delta-One and Family Bible Church, on sidewalk deferment agreements. Due to potential conflicts of interest, Manager Tarkiewicz and Director of Public Service Davenport recused themselves from any discussions on these agreements.

Per the Zoning Ordinance, construction of sidewalk is required on properties that are completing a project that requires site plan review and are on collector and arterial streets. The same section provides for the ability for Council to enter in to a deferment agreement with the property owner.

Family Bible would require 874' of sidewalk to be built along Old US 27N and F Drive North. The property does not have storm sewer connections, but is rather served by a ditch system. The property is almost 2280' from the nearest City sidewalk, which would require connections across Kempf Funeral Home, United Methodist Church, Crossroads Church, Marshall Animal Hospital, and one residential property. There are also several topographical issues that would need to be addressed prior to sidewalks being built.

Delta-One, located at 1120 Industrial Avenue is in an Industrial Area which is not currently served by sidewalk. The nearest connection is over 1700' to the west (connecting to Winston Park) and 4061' to the east (at Kalamazoo Ave). They would be required to build 1500' of sidewalk that would connect to railroad ROW on West Drive. The City has no plans to connect sidewalk to this area and the required sidewalk would not connect to anything.

I discussed the issues with each party and have come to agreement with each party that would defer the sidewalk construction to a time in which the City desires to build sidewalk along each corridor. As stated, the two properties are completely removed from any existing sidewalk connections (See attached maps). The purpose of the sidewalk construction is to connect properties within the city to allow for a comprehensive, non-motorized system. Without requiring connection to neighboring properties,

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construction of sidewalk on these properties would leave a sidewalk to nowhere.

RECOMMENDATION: Staff recommends approval of the attached resolutions for approval of the sidewalk deferment agreements, in substantial form, for Delta One Consulting and the Family Bible Church, which would delay the construction of sidewalk until a later date, as determined by the City and to authorize the City Clerk to sign the documents.

FISCAL EFFECTS: By accepting the current price of the sidewalk improvement in a letter of credit or other form (which is an option per the Zoning Ordinance), the City will be forced to shoulder the gap between the current cost and the future cost of constructing the sidewalks. The proposed agreement requires the property owner to bear the cost of the sidewalk construction whenever the project commences.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Eric Zuzga', with a stylized flourish at the end.

Eric Zuzga
Director of Special Projects

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2020-**

A resolution to approve a sidewalk deferment agreement for 1120 Industrial Avenue

WHEREAS, Delta One Consulting is in the process of a renovating the existing building at 1120 Industrial Avenue for a marijuana grow and processing facility; and

WHEREAS, the City Zoning Ordinance (Section 5.16) requires the addition of sidewalk to provide convenient access to all properties and to connect to the City-wide sidewalk system; and

WHEREAS, Section 5.16.10 allows City Council to defer the installation of sidewalk when topographical conditions or construction of the sidewalk is premature; and

WHEREAS, Delta One Consulting and the Howard and Kathleen Johnson Trust have all agreed to sign the attached sidewalk deferment agreement.

NOW, THEREFORE BE IT RESOLVED, the Marshall City Council approves the proposed Sidewalk Deferment Agreement and authorizes the City Clerk to sign the agreement on behalf of the City.

AYES:

NAYS:

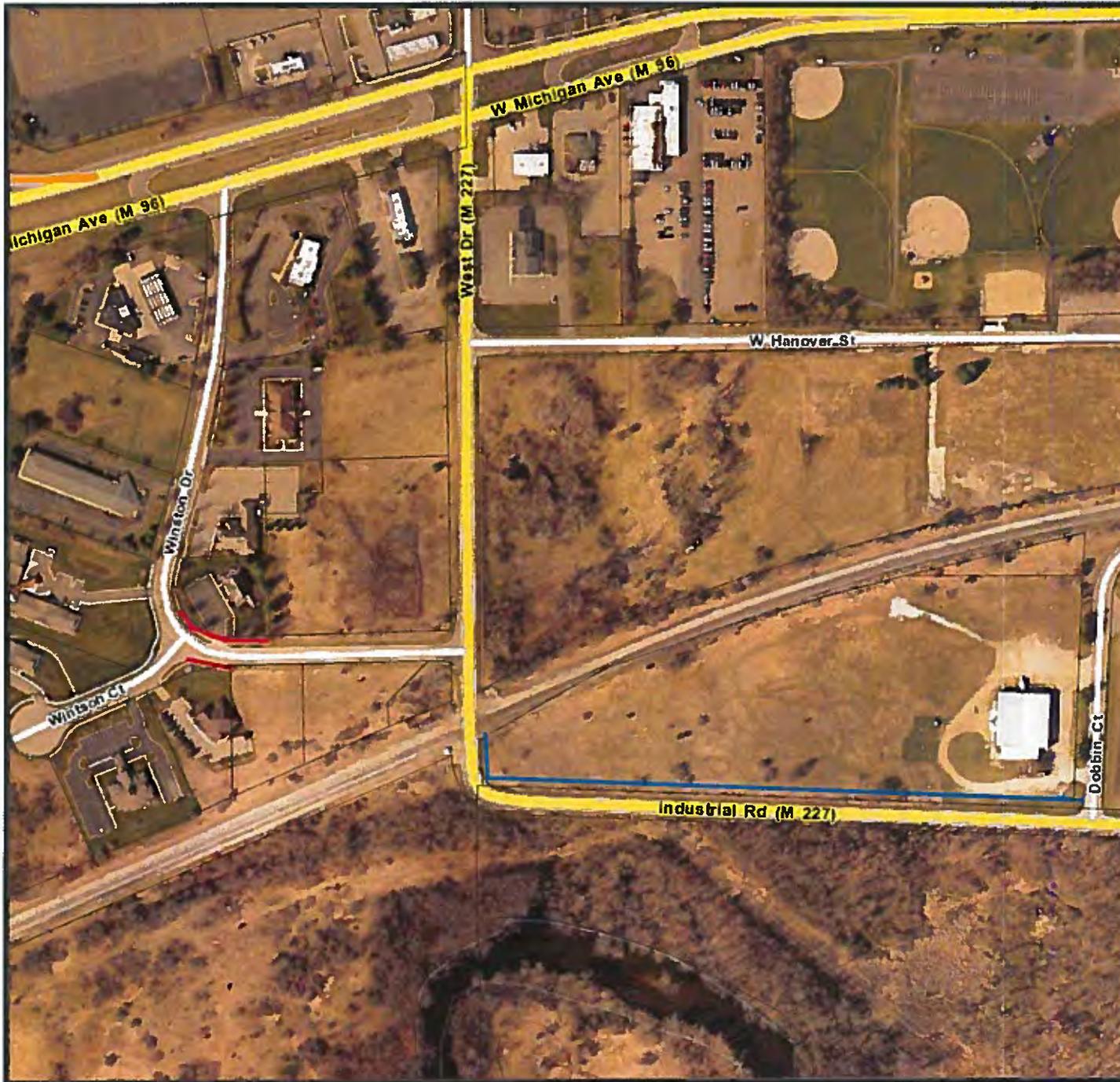
ABSENT:

Resolution declared adopted this 17th day of August, 2020.

Clerk

The undersigned duly qualified and acting Clerk of the City of Marshall hereby certifies that the foregoing is a true and complete copy of a Resolution adopted by the Marshall City Council at a regular meeting held on the 17th of August, 2020, the original of which is a part of the minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

Clerk



1120 Industrial Road
Sidewalk Deferment



Blue is required sidewalk
Red indicates closest existing city sidewalk

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Calhoun County expresses no warranty for the information displayed on this map document.

SIDEWALK INSTALLATION DEFERRAL AGREEMENT

Pursuant to the City Council Resolution No. _____, finding _____, this AGREEMENT made this ____ day of _____, A.D., 2020, by and between _____, a _____ (the "Owner" or "Property Owner") and the City of Marshall, a Michigan municipal corporation, 323 West Michigan Avenue, Marshall, MI 49068 (the "City")

WITNESSETH:

WHEREAS, the Property Owner owns property within the City of Marshall, legally described as:

INSERT HERE

Commonly known as: 1120 Industrial Avenue, Marshall, MI 49068

WHEREAS, the City has in effect Zoning Ordinance, Section 5.16, requiring that the property described above have constructed within the public street right-of-way, located adjacent to its boundaries, a sidewalk located and constructed as required by said Ordinance; and,

WHEREAS, the Owner has been issued a building permit pursuant to applicable statutes of the State of Michigan and Ordinances of the City for the construction, improvement, addition, or modification of a principal structure on the land more particularly described above and **Exhibit A**; and

WHEREAS, said building permit mandates the installation of sidewalks as a condition thereof; and

WHEREAS, the Owner has petitioned the City to administratively defer the requirement for the installation of said sidewalks, and the City has determined that such deferral is appropriate pursuant to the Ordinances of the City, subject to the conditions hereinafter set forth.

WHEREAS, pursuant to provisions within said Ordinance, the Property Owner has requested that the City grant permission to install said sidewalk at a date subsequent to this Agreement; and,

WHEREAS, the City is agreeable to deferral/postpone installation of said sidewalk until such time as the City shall request such construction, in writing, and

NOW THEREFORE, it is MUTUALLY AGREED by and between the parties hereto as follows:

1. The Owner hereby agrees that in consideration for the extension of time granted it by the City for the construction of sidewalk as required on said property, the Property Owner will construct said sidewalk upon written request of the City within one hundred and twenty (120) days of the receipt of such request. Such request shall be deemed received by said Property Owner upon the mailing of same by the City to the last known address of said property owner as same appears in the property tax rolls of the City or posting a copy of said request on the premises described above.
2. The Property Owner hereby agrees to construct a sidewalk along its entire frontage on Industrial Avenue and West Drive (approximately 1479') for the entire length of the parcel as of this date and as shown in **Exhibit B**, at no cost to the City, to be located upon and of the type, quality and location as required by the City's Ordinances in effect at the time such request is made.
3. The Property Owner shall construct the sidewalk according to state building codes and City ordinances and codes, and thereafter the Property Owner shall maintain the sidewalk in reasonable repair.
4. That the obligation incurred herein shall run with, and constitute a lien upon, the property described above and that a copy of this Agreement shall be recorded with the Register of Deeds, the cost of said recording to be paid by the Property Owner, and that the obligation herein shall apply to his heirs, successors and the assigns of the parties hereto.
5. Should the Owner fail to install said sidewalks within the aforesaid period, the City may proceed to install the same and assess the costs of said installation against the lands described in Exhibit "A" pursuant to and in accordance with the provisions of Act 279 of the Public Acts of 1909, as amended, Article X of the Marshall City Charter, and Section 5.16 of the Zoning Ordinance.
6. Owner agrees and hereby waives any and all hearings, notices of hearing and/or other requirements preliminary to the establishment of a lien against said land for recovery of the actual costs incurred by the City for the design and installation of said sidewalks as may be required by the aforesaid.
7. That the Property Owner is the owner of the property described above and that there are no other persons holding fee or equitable title to such property except as set forth herein and that it is under no disability to execute this agreement and bind the property to the terms hereof.

8. That there are no other agreements or understandings, written or oral, between the parties except as set forth herein and this agreement shall be construed as having been drafted by the parties jointly.
9. The Property Owner shall indemnify and hold harmless the City, its Council members, City administrators, employees, agents and volunteers from any and all claims, demands, actions, suits, including reasonable attorneys' fees and costs of litigation arising out of any action or inaction of the Property Owner as a result of activities related to or because of sidewalks or lack of sidewalks on the property, or adjacent to the property. By entering into this Agreement, the Property Owner and the City do not intend to benefit any third party, nor waive any defenses, including governmental immunity, with regard to claims by any third party or Property Owner.
10. Compliance with Laws/Regulations. The Property Owner agrees to comply with all Federal, State, local laws, rules and regulations, as applicable.
11. Modification of Agreement. None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of the City and the Property Owner.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to sidewalks or deferral/postponement of sidewalks.
13. No Waiver/Modification. The failure of either party to enforce, at any time, the provisions of the Agreement shall not constitute a waiver of such provisions or the right of the City at any time to avail itself of such remedies that may have for any breach or breaches of such provisions. No waiver, alteration, or modification of any provision of this Agreement shall be binding unless committed to writing and signed by duly authorized representatives of both parties.
14. Any notices required by this Agreement shall be by certified mail, return receipt requested, directed to the addresses of the parties stated herein. Notice shall be deemed effective upon date of mailing.
15. Choice of Laws. This Agreement shall be interpreted and enforced under the laws of the State of Michigan. The parties irrevocably consent to the jurisdiction of the Courts of Michigan, Calhoun County, to determine all issues which may arise under this Agreement.
16. If any provision of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired, or prejudiced thereby.
17. Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

18. Authorization. This Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid, and binding obligation upon each of them and enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of the City and Property Owner as is respectively applicable.

[Signatures on Following Page]

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date above first written.

PROPERTY OWNER

STATE OF MICHIGAN)
) ss.
COUNTY OF CALHOUN)

Subscribed to and sworn before me this _____ day of _____,
A.D. 2020.

Notary Public
Calhoun County, Michigan
My commission expires: _____

CITY OF MARSHALL

Trisha Nelson
Marshall City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF CALHOUN)

Subscribed to and sworn before me this _____ day of _____,
A.D. 2020.

Notary Public
Calhoun County, Michigan
My commission expires: _____

PREPARED BY:
City of Marshall
323 West Michigan Avenue, Marshal MI 49068

Upon recording, return to same.

Exhibit A

Legal Description here.

Exhibit B

Image will be inserted here.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2020-**

A resolution to approve a sidewalk deferment agreement for Family Bible Church

WHEREAS, Family Bible Church is in the process of a building expansion; and

WHEREAS, the City Zoning Ordinance (Section 5.16) requires the addition of sidewalk to provide convenient access to all properties and to connect to the City-wide sidewalk system; and

WHEREAS, Section 5.16.10 allows City Council to defer the installation of sidewalk when topographical conditions or construction of the sidewalk is premature; and

WHEREAS, Family Bible Church has agreed to sign the attached sidewalk deferment agreement.

NOW, THEREFORE BE IT RESOLVED, the Marshall City Council approves the proposed Sidewalk Deferment Agreement and authorizes the City Clerk to sign on behalf of the City.

AYES:

NAYS:

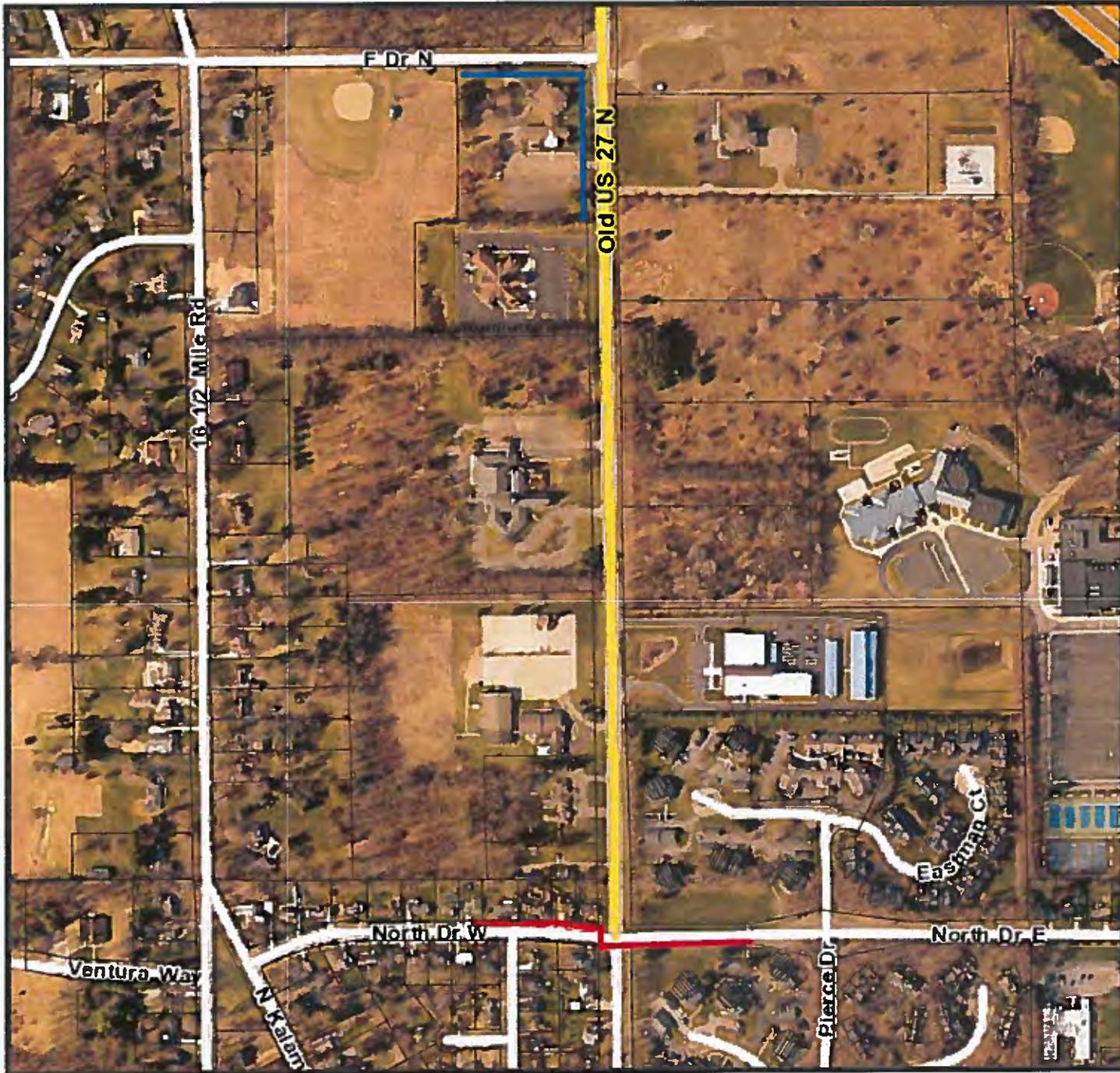
ABSENT:

Resolution declared adopted this 17th day of August, 2020.

Clerk

The undersigned duly qualified and acting Clerk of the City of Marshall hereby certifies that the foregoing is a true and complete copy of a Resolution adopted by the Marshall City Council at a regular meeting held on the 17th of August, 2020, the original of which is a part of the minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

Clerk



Family Bible Church



Map Publication:



Legend:

Blue- Family Bible Sidewalk Requirement

Red- Closest City Sidewalk

SIDEWALK INSTALLATION DEFERRAL AGREEMENT

Pursuant to the City Council Resolution No. _____, finding _____, this AGREEMENT made this ____ day of _____, A.D., 2020, by and between _____, a _____ (the "Owner" or "Property Owner") and the City of Marshall, a Michigan municipal corporation, 323 West Michigan Avenue, Marshall, MI 49068 (the "City")

WITNESSETH:

WHEREAS, the Property Owner owns property within the City of Marshall, legally described as:

INSERT HERE

Commonly known as: _____, Marshall, MI 49068

WHEREAS, the City has in effect Zoning Ordinance, Section 5.16, requiring that the property described above have constructed within the public street right-of-way, located adjacent to its boundaries, a sidewalk located and constructed as required by said Ordinance; and,

WHEREAS, pursuant to provisions within said Ordinance, the Property Owner has requested that the City grant permission to install said sidewalk at a date subsequent to this Agreement at such a time the installation satisfies the Intent of 5.16(1) including, but not be limited to, providing convenient access to all properties and connecting to the City-wide sidewalk system as well as satisfying the mandates within 5.16(3)(A) which includes, among other things, sidewalks aligning horizontally and vertically with existing sidewalks on adjacent lots; and,

WHEREAS, the Owner has been issued a building permit pursuant to applicable statutes of the State of Michigan and Ordinances of the City for the construction, improvement, addition or modification of a principal structure on the land more particularly described above and **Exhibit A**; and

WHEREAS, said building permit mandates the installation of sidewalks as a condition thereof; and

WHEREAS, the Owner has petitioned the City to administratively defer the requirement for the installation of said sidewalks, and the City has determined that such deferral is appropriate pursuant to the Ordinances of the City, subject to the conditions hereinafter set forth.

WHEREAS, the City is agreeable to deferral/postpone installation of said sidewalk until such time as the City shall request such construction, in writing, and

NOW THEREFORE, it is MUTUALLY AGREED by and between the parties hereto as follows:

1. The Parties hereby agree to the deferral/postpone installation of said sidewalk until such time as the City shall request such construction, in writing, and pursuant to terms and conditions herein.
2. The Owner hereby agrees that in consideration for the extension of time granted it by the City for the construction of sidewalk as required on said property, the Property Owner will construct said sidewalk upon written request of the City within one hundred and eighty (180) days of the receipt of such request. Such request shall be deemed received by said Property Owner upon the mailing of same by the City to the last known address of said property owner as same appears in the property tax rolls of the City or posting a copy of said request on the premises described above.
3. The Property Owner hereby agrees to construct a sidewalk along its entire frontage on ' for the entire length of the parcel as of this date and as shown in **Exhibit B**, at no cost to the City, to be located upon and of the type, quality and location as required by the City's Ordinances in effect at the time such request is made.
4. The Property Owner shall construct the sidewalk according to state building codes and City ordinances and codes, and thereafter the Property Owner shall maintain the sidewalk in reasonable repair.
5. That the obligation incurred herein shall run with, and constitute a lien upon, the property described above and that a copy of this Agreement shall be recorded with the Register of Deeds, the cost of said recording to be paid by the Property Owner, and that the obligation herein shall apply to his heirs, successors and the assigns of the parties hereto.
6. Should the Owner fail to install said sidewalks within the aforesaid period, the City may proceed to install the same and assess the costs of said installation against the lands described in Exhibit "A" pursuant to and in accordance with the provisions of Act 279 of the Public Acts of 1909, as amended, Article X of the Marshall City Charter, and Section 5.16 of the Zoning Ordinance.
7. Owner agrees and hereby waives any and all hearings, notices of hearing and/or other requirements preliminary to the establishment of a lien against said land for recovery of the actual costs incurred by the City for the design and installation of said sidewalks as may be required by the aforesaid.

8. That the Property Owner is the owner of the property described above and that there are no other persons holding fee or equitable title to such property except as set forth herein and that it is under no disability to execute this agreement and bind the property to the terms hereof.
9. That there are no other agreements or understandings, written or oral, between the parties except as set forth herein and this agreement shall be construed as having been drafted by the parties jointly.
10. The Property Owner shall indemnify and hold harmless the City, its Council members, City administrators, employees, agents and volunteers from any and all claims, demands, actions, suits, including reasonable attorneys' fees and costs of litigation arising out of any action or inaction of the Property Owner as a result of activities related to or because of sidewalks or lack of sidewalks on the property, until such time the sidewalk is installed, except to the extent that any such loss, claim, demand, action, suit, damages or liability resulted from the negligence, bad faith, willful conduct, or reckless disregard by the Indemnitee(s). By entering into this Agreement, the Property Owner and the City do not intend to benefit any third party, nor waive any defenses, including governmental immunity, with regard to claims by any third party or Property Owner.
11. Compliance with Laws/Regulations. The Property Owner agrees to comply with all Federal, State, local laws, rules and regulations, as applicable.
12. Modification of Agreement. None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of the City and the Property Owner.
13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to sidewalks or deferral/postponement of sidewalks.
14. No Waiver/Modification. The failure of either party to enforce, at any time, the provisions of the Agreement shall not constitute a waiver of such provisions or the right of the City at any time to avail itself of such remedies that may have for any breach or breaches of such provisions. No waiver, alteration or modification of any provision of this Agreement shall be binding unless committed to writing and signed by duly authorized representatives of both parties.
15. Any notices required by this Agreement shall be by certified mail, return receipt requested, directed to the addresses of the parties stated herein. Notice shall be deemed effective upon date of mailing.
16. Choice of Laws. This Agreement shall be interpreted and enforced under the laws of the State of Michigan. The parties irrevocably consent to the jurisdiction of the Courts of

Michigan, Calhoun County, to determine all issues which may arise under this Agreement.

17. If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.
18. Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.
19. Authorization. This Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them and enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of the City and Property Owner as is respectively applicable.

[Signatures on Following Page]

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date above first written.

PROPERTY OWNER

STATE OF MICHIGAN)
) ss.
COUNTY OF CALHOUN)

Subscribed to and sworn before me this _____ day of _____,
A.D. 2020.

Notary Public
Calhoun County, Michigan
My commission expires: _____

CITY OF MARSHALL

Trisha Nelson
Marshall City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF CALHOUN)

Subscribed to and sworn before me this _____ day of _____,
A.D. 2020.

Notary Public
Calhoun County, Michigan
My commission expires: _____

PREPARED BY:
City of Marshall
323 West Michigan Avenue, Marshal MI 49068

Upon recording, return to same.

Exhibit A

Legal Description here.

Exhibit B

Image will be inserted here.



ADMINISTRATIVE REPORT
August 17, 2020 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and Council Members
FROM: Ed Rice, Director of Electric Utilities
Tom Tarkiewicz, City Manager
SUBJECT: Michigan Pure Medical (MPM) – Electric Service Agreement (ESA)

BACKGROUND: In 2017, as part of their due diligence, Michigan Pure Medical inquired of the City the anticipated electric rate for their new proposed marijuana grow facility located at 11300 South Kalamazoo Ave. The City Electric Department responded that the rate would not be greater than \$0.08 per kilowatt hour (kwh) after they had a demonstrated demand of 2,000 kw. Until the new facility reached the 2,000 kw demand they would be charged at a normal City commercial rate of \$0.10/kwh. MPM indicated that they expected a rate significantly lower than \$0.08/kwh but accepted it for their analysis.

MPM has been taking electric service for a year at the established \$0.10/kwh rate but is now approaching the 2,000 kw demand level with an estimated annual usage of 19,200,000 kwh (115,200,000/year kwh after total build out) and desires to enter into an Economic Development Rate through an ESA which is attached. The agreement is for 10 years with a \$0.076kwh energy charge and \$0.00 demand charge (after they achieve a 2,000 kw demand) which will reduce their overall electric bill by 25%.

The MPM facility is currently the largest City of Marshall Electric Customer.

RECOMMENDATION: It is recommended that the City Council Approve the Michigan Pure Medical Electric Service Agreement and authorize the City Clerk to sign the agreement.

FISCAL EFFECTS: The City will initially receive an estimated \$1,460,000 per year of additional revenue with an estimated \$8,755,000 per year for a full Michigan Pure Medical build out within five (5) years.

ALTERNATIVES: 1) Suggestions by the City Council

CITY GOAL CLASSIFICATION: GOAL AREA IV -- INFRASTRUCTURE

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

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

Respectfully Submitted,

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

Tom Tarkiewicz
City Manager

ELECTRIC SERVICE AGREEMENT

City of Marshall, Michigan

And

THIS AGREEMENT IS ENTERED INTO ON _____ by and between the City of Marshall, Michigan its successors and assigns, hereinafter called the Utility, and _____ its successors and assigns, hereinafter called the Consumer.

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

1. The Utility agrees to furnish to the Consumer during the term of this Agreement and Consumer agrees to take from the Utility, all of the electric energy requirements used by the Consumer at his premises located at 11300 Old US 27 South, Marshall, MI.
2. The Utility is to furnish and the Consumer is to take electric energy under the terms of this Agreement for a period of one hundred and twenty (120) months from the Effective Date of this Agreement as defined above, and thereafter for successive periods of not less than twelve (12) months each, until either party shall give the other not less than twelve (12) months written notice, of its or his election to terminate this Agreement at the expiration of any said specified period.
3. The Effective Date of this Agreement shall be the date that this Agreement is executed by Consumer, and the Rate Schedule set forth herein shall apply to the first regular billing period of Utility that occurs after that date.
4. In the event that this Agreement is terminated as provided herein, subsequent electric service furnished by the Utility to the Consumer shall be billed according to the Utility's regular filed schedules applicable to Consumer's service requirements.
5. The Consumer agrees to make available and to allow Utility to occupy at no cost to Utility, such facilities and rights-of-way on the premises of Consumer as may be required by Utility in order to adequately serve Consumer's electric requirements.

6. The electric energy delivered hereunder shall be alternating current at approximately 277/480 volts, 3-phase, 60 cycles and shall be metered at 12,470 volts or equivalent, by means of suitable metering equipment installed, owned and maintained by the Utility at the metering point. The electric energy shall be supplied at a reasonably close maintenance of constant potential and the Consumer shall design and operate his circuits so that as far as practical each phase will be balanced equally with respect to load. Consumer shall use electric energy in a manner so that such use shall not be detrimental to the electric service supplied by Utility to its other consumers.
7. The transformers required to supply Consumer's electric power requirements shall conform to Utility's standards as to design and protective equipment. Said complete transformers, including all appurtenances shall be installed, maintained and owned by the Utility and shall initially include two (2) 3,750 KVA each of transformer capacity with a total expected build-out of twelve (12) such transformers.
8. The initial System Capacity reserved and dedicated by Utility to supply Consumer's requirements shall be 13,000 KVA. The Utility will furnish additional system capacity to supply Consumer's requirements as required by load additions subsequent to the initial supply.
9. Consumer agrees to pay Utility monthly for all of Consumer's electric energy requirements at an all-in rate of \$0.076 (excluding taxes and state/federal energy mandates) per KWHr and subject to Utility's General Rules and Regulations relating to furnishing and use of its service.
10. As an incentive the Consumer shall not be required to pay an electric demand charge during the term of this agreement and therefore will receive a reduction in the applicable kW Billing Capacity per the following schedule:

<u>Reduction Period</u>	<u>Capacity Reduction</u>
First 120 Months	100%

Said reduction shall begin with the first billing month in which the Consumer's applicable kW Billing Capacity exceeds 2000 kW shall continue for a period of one hundred and twenty months (120) months, as indicated above, or until termination of this Agreement as provided in Section 2, if sooner.

11. The Utility will use reasonable diligence in furnishing a regular and un-interrupted supply of energy, but in case the supply of energy be interrupted or fail by reason of an Act of God, the public enemy, accidents, strikes, legal processes, state or municipal interference, breakdowns or injury to the machinery or distribution lines of the Utility, or extraordinary repairs, the Utility shall not be liable for damages.

12. The Utility shall not be liable to the Consumer for any loss, injury or damage resulting from Consumer's use of his equipment or from the use of the energy supplied by the Utility beyond the point of connection between the Utility's transformers to Consumer's wires and equipment. Said point of connection is hereby mutually agreed to be at the point the Consumer connects his wires to the Utility's transformers secondary bushings (X1, X2, X3).
13. Consumer shall provide, at no cost to Utility adequate space, at a location to be mutually determined by Utility and Consumer that will permit the installation of Utility's primary switching cabinets and transformers.
14. The Consumer agrees that the properly authorized agents of the Utility shall at all reasonable hours have escorted (by customer) access to said premises for the purpose of examining or repairing of equipment or other appurtenances belonging to the Utility.
15. Bills for power service shall be rendered monthly at the Net Rates set forth per Sections 9 and 10 of this agreement.
16. If the Consumer shall be default in the payment of any bill as aforesaid, or shall violate any of the terms or conditions of this Agreement or Utility's General Rules and Regulations, the following procedure shall apply: (a) Utility shall deliver at the premises, addressed to the Consumer, a written notice of its intention to cut off supply of electricity to Consumer on or before a specified date, which shall not be later than 14 calendar days after the delivery of the delivery of the notice; (b) if Consumer has not paid its bill by said specified date, corrected such default or violation to Utility's full satisfaction, Utility shall then have the right, without further notice, to cut off the supply of all electricity to Consumer; (c) Utility reserves the right to continue to withhold the supply of electricity until such time as such default in, or violation of, the terms of this Agreement has been corrected to the full satisfaction of Utility.
17. Any suspension of service by the Utility for the above reasons shall not terminate this Agreement or cancel any payments owed by Consumer to Utility.
18. The Customer agrees to provide the City of Marshall a \$125,000 surety deposit for each phase of his development to be held in escrow in the event of a payment default as provided in Section 16. Each deposit will be paid in four (4) continuous monthly amounts of \$31,250 beginning in the first month that the phase of the development begins to utilize the Utility's electric service.

19. To the fullest extent permitted by Laws and Regulations, the Owner and Customer shall mutually indemnify and hold harmless each other, their officers, directors, members, partners, agents, consultants and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this agreement, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act by the Owner or Consumer.
20. There are no other understandings or Agreements outside of this Agreement.
21. This Agreement cancels and supersedes all previous Agreements, Contracts and Understandings relating to the supply of electric service by Utility to Consumer.
22. This Agreement shall be in full force and effect as provided herein when signed by properly authorized officers of the parties hereto.
23. Any notice to be given under this Agreement shall be given in writing and shall be deemed to be given when delivered by hand or when transmitted by one of the following means: first class United States mail, postage paid; overnight deliver; or facsimile. If to Utility, notices shall be addressed to:

City of Marshall Director of Electric Utilities
 323 West Michigan Avenue
 Marshall, MI 49068

and, If to Consumer, at:

11300 Old US 27 South
 Marshall, MI 49068

CONSUMER:

CITY OF MARSHALL, MI

ATTEST:

ATTEST:
