



**CITY COUNCIL
WORK SESSION AGENDA
Monday June 7, 2021
6:00 PM**

Marshall Regional Law Enforcement Center

A. 2021 Departmental Restructuring: City Staff will present a proposed departmental restructuring plan

B. Other items

C. Future Work Sessions

Strategic Planning

MRLEC

August 13 & 14

D. Future topics

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

Meeting Location:

**Marshall Regional Law Enforcement Center
714 Old US 27 N
Marshall, MI 49068**

MARSHALL CITY COUNCIL AGENDA

Monday – 7:00 P.M.

June 7, 2021

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** – Richard Gerten, Family Bible Church
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** – Items can be added or deleted from the Agenda by Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 7) **CONSENT AGENDA**
 - A. **Recognition of the American Museum of Magic as a Nonprofit Organization**

City Council will consider the recommendation to approve the resolution allowing the American Museum of Magic to be recognized as a nonprofit organization for the purpose of obtaining a charitable gaming license.
 - B. **Schedule Public Hearing – Obsolete Property Rehabilitation Exemption**

City Council will consider the recommendation to schedule a public hearing for Monday, June 21, 2021 to consider the request for a 12-year OPRA exemption for the second and third floors of the Schuler's, located at 115 S. Eagle Street.
 - C. **City Council Minutes**

Regular Session Monday, May 17, 2021
 - D. **City Bills**

Regular Purchases	\$ 180,510.07
Weekly Purchases –5/14/21	\$ 36,220.52
Weekly Purchases –5/21/21	\$ 31,482.02
Weekly Purchases –5/28/21	\$ 18,715.22
Total	\$ 266,927.83
- 8) **PRESENTATIONS AND RECOGNITIONS**
- 9) **INFORMATIONAL ITEMS**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**
- 11) **OLD BUSINESS**

12) REPORTS AND RECOMMENDATIONS

A. Fiscal Year 2022 Budget

City Council will consider the recommendation to adopt the resolution with appropriate amendments to approve the City of Marshall budget and related property tax millage rates for Fiscal Year 2022.

B. Drunch LLC, et al v BHD Properties LLC, and the City of Marshall, Case No. 21-86-CK (109.5 E. Michigan Avenue, Marshall, MI)

City Council will consider the recommendation to accept the Settlement Agreement and Stipulation to Dismiss the lawsuit and authorize the City Attorney to execute and any related documents.

C. 532 Clinton Street Property Damage

City Council will consider the recommendation to authorize litigation to abate any nuisance and effectuate clean-up of the fire-damaged property at 532 Clinton Street and take lawful measures to effectuate same.

D. Purchase Agreement for the Sale of City Property to Michigan Electric Transmission Company, LLC

City Council will consider the recommendation to approve the Purchase Agreement for the sale of City property, being 6.397 acres, part of 53-003-150-01, on 17 Mile Road, to the Michigan Electric Transmission Company, LLC.

E. Access Easement Agreement for Brooks Substation

City Council will consider the recommendation to approve in substantial form the Access Easement Agreement between the City of Marshall and the Michigan Electric Transmission Company, LLC, for property located on 17 Mile Road, effective only after the sale and purchase of the 6.397 acres, part of 53-003-150-01, subject to approval by the City Manager for any necessary revision to effectuate the Agreement.

F. Green Street Engineer

City Council will consider the recommendation to approve the design engineering proposal from Progressive AE for the Green Street Reconstruction project in the amount of \$36,500.

G. Industrial Road Watermain Engineering

City Council will consider the recommendation to approve the design engineering proposal from Vriesmen & Korhorn in the amount of \$37,700 to be expensed from the Water Department Professional Services line item 591-539-801.00.

H. Mansion Street, East Drive, and North Drive Construction Engineering

City Council will consider the recommendation to accept the construction engineering services proposal from ENG, Inc., in the amount of \$83,138.93 to be expensed from the Major Streets Capital Outlay line item 202-900-970.00.

I. Brooks Industrial Substation Engineering

City Council will consider the recommendation to approve retaining GRP Engineering for a fee of \$225,000 for the design engineering and material procurement of the new Brooks Industrial Substation and a fee of \$79,000 for the contract administration, commissioning, and start up.

J. Excessive Force Resolution

City Council will consider the recommendation to adopt the resolution prohibiting the use of excessive force against non-violent demonstrators as required to receive CDBG assistance.

13) APPOINTMENTS / ELECTIONS

A. Sister City Appointments

City Council will consider the recommendation to approve the following appointments and the term expiration dates for the following Sister City Committee Members:

Mike Sullivan	10-16-23
Jack Reed	10-16-23
Charlie Cook	10-16-23
Shirley Cook	10-16-23
Sally Garman	10-16-22
Gabriella Radulescu	10-16-22
Sue Rosco	10-16-22
Candi Putman	10-16-22
Andrei Radulescu	10-16-21

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

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


15) COUNCIL AND MANAGER COMMUNICATIONS

16) CLOSED SESSION

City Council will be requested to enter into Closed Session under section 8(c) of the Open Meetings Act to discuss strategy for a collective bargaining agreement.

17) ADJOURNMENT

Respectfully submitted,



Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
June 7, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Recognition of the American Museum of Magic as a Nonprofit Organization

BACKGROUND: The American Museum of Magic desires to obtain a Gaming License from the State of Michigan to hold a benefit raffle as their major fund raiser. In order to do this, they are required to apply to the Michigan Lottery Charitable Gaming Division with a resolution passed by the Marshall City Council, recognizing them as a Nonprofit Organization operating in the Community.

RECOMMENDATION: It is recommended that the City Council approve the attached resolution allowing the American Museum of Magic to be recognized as a nonprofit organization for the purpose of obtaining a charitable gaming license.

FISCAL EFFECTS: None.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

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

AMERICAN MUSEUM OF
MAGIC
the wonder of it all!

Board

Chair
Mickey Blashfield

Vice Chair
Jeff Taylor

Secretary
Jeff Brodrick

Ron Carnell
Marsha Lambert
Patty Parker
Keith M. Stickley
Christopher Walsh

Advisory Council

Gay Blackstone
David Charvet
Timothy Chester
Doc Eason
Jeff Hobson
Harriet Jacobson

Director

Sara Schultz



107 E. Michigan Ave.
P.O. Box 5
Marshall, MI 49068
(269) 781-7570
americanmuseumofmagic.com

May 19, 2021

Marshall City Hall
323 W Michigan Ave.
Marshall, MI 49068

Hello,

The American Museum of Magic is seeking to qualify to conduct licensed gaming events as a local civic organization. We would like to conduct a raffle to benefit our nonprofit organization this summer and perhaps in future years. Via the Charitable Gaming Division's requirements, we need to obtain a resolution passed by our local government stating our organization is a recognized nonprofit in the community.

Our IRS letter confirming our status as a 501(c)(3) nonprofit organization is attached. We are a recipient of United Way of Marshall funds, Michigan Council of Arts and Cultural Affairs funds, and National Endowment for the Arts funds. We hope this information demonstrates our organization's status as a nonprofit.

Please reach out to me at (734) 770-4179 (my cell number) with any questions or concerns.

Sincerely,

Sara Schultz
Director
American Museum of Magic



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____
 Nays: _____
 Absent: _____

Yeas: _____
 Nays: _____
 Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION Required
 PENALTY Possible denial of application.
 BSL-CG-1153(R6/09)



Administrative Report
June 7, 2021 – City Council Meeting

REPORT TO: Honorable Mayor and City Council Members
FROM: Eric Zuzga, Director of Special Projects
Tom Tarkiewicz, City Manager
SUBJECT: Obsolete Property Rehabilitation (OPRA) Exemption
Public Hearing

BACKGROUND: A public hearing needs to be scheduled to approve a revised request for an OPRA exemption request for the redevelopment of the second and third floor of Schuler's. In October 2020, Council created an OPRA district which allowed for the consideration of this request. If approved, the request will assist in the redevelopment of the second and third floor into seven (7) apartments (see attached layout). Schuler's request is for the full 12 years as allowed by the OPRA statute.

OPRA is a tool created by the legislature in 2000, to encourage the redevelopment of blighted structures. It works by freezing the taxable value of a property for a period of up to twelve (12) years. Freezing the taxable value of a property provides an incentive for a property owner to make significant improvements to a building without incurring an increase in property taxes for the period approved by Council.

RECOMMENDATION: It is recommended that the Council set a public hearing on June 21, 2021 to consider the request for a 12-year OPRA exemption for the second and third floors of the Schuler's building, located at 115 South Eagle Street.

FISCAL EFFECTS: The OPRA will freeze the property tax value of the second floor at the 2021 State Taxable Value (TV) until the 2034 tax year. This will limit the amount of taxes received by all taxing jurisdictions for that period. Starting in 2034, all jurisdictions will be able to gain the tax benefit of the improved property.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Eric Zuzga
Director of Special Projects

Tom Tarkiewicz
City Manager

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Marshall, MI 49068
p 269.781.5183
F 269.781.3835
cityofmarshall.com

CALL TO ORDER

IN REGULAR SESSION, Monday, May 17, 2021 at 7:00 P.M., at the Marshall Regional Law Enforcement Center, 714 Old US 27 N, Marshall, MI 49068. City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

Present: Council Members: Gates, Rice, Schwartz, Traver, Underhill, and Wolfersberger.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: Mayor Caron.

Moved Wolfersberger, supported Gates to excuse the absence of Mayor Caron. On a voice vote – **MOTION CARRIED.**

INVOCATION/PLEDGE OF ALLEGIANCE

Devon Shephard of Woodland Church gave the invocation and Mayor ProTem Traver led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Wolfersberger, supported Gates, to approve the agenda with the addition of the Michigan South Central Power Agency invoice in the amount of \$716,331.65. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

Moved Schwartz, supported Underhill, to approve the Consent Agenda:

- A. Minutes of the City Council Regular Session held on Monday, May 3, 2021 and Special Session held on Monday, May 10, 2021;
- B. Approve city bills in the amount of \$1,151,030.10.

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

PRESENTATIONS AND RECOGNITION

None.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Fiscal Year 2022 Budget Adoption:

City Manager Tarkiewicz provided background regarding the FY2022 Budget and highlighted the recent sale of the street bonds and the stimulus money that the city should be receiving.

Mayor ProTem Traver opened the public hearing to hear public comment on the Fiscal Year 2022 Proposed budget and related property tax millage rates.

Christy Ramey, Purchasing Agent, spoke regarding her employment with the City and urged Council to consider the wage increase for non-union employees.

Hearing no further comment, the hearing was closed.

City Council reviewed the suggested budget amendments proposed by members.

Consensus of the Council is for City staff to make revisions to the FY 2022 Proposed Budget using no more than \$200,000 of General Fund reserves and bring back to the June 7th City Council Meeting.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Air Rights Easement for Oaklawn Hospital:

Moved Gates, supported Wolfersberger, to approve, in substantial form, the Agreement for Easement for Air Rights Over Public Property for Oaklawn Hospital as drafted by the City Attorney. On a voice vote – **MOTION CARRIED.**

B. Brooks Industrial Substation Engineering:

City Council directed staff to obtain initial approval from the Local Development Finance Authority Board and bring back for discussion at a later date.

C. Michigan South Central Power Agency – Union City Allocations:

Moved Wolfersberger, supported Underhill, to approve the resolution Approving the Assumption of Interests of the Village of Union City in the Fremont and AMPGS Power Sales Contracts. On a roll call vote – ayes: Rice, Schwartz, Traver, Underhill, Wolfersberger, and Gates; nays: None. **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

A. Downtown Development Authority and Local Development Finance Authority:

Moved Rice, supported Gates, to approve the appointment of Mike Beck to the Downtown Development Authority and Local Development Finance Authority Board for a term expiring September 15, 2021. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

CLOSED SESSION

Moved Schwartz, supported Underhill, to enter into Closed Session under section 8 (e) of the Open Meetings Act, to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, *Drunch LLC, et al v BHD Properties LLC, and the City of Marshall*, Case No. 21-86-CK. On a roll call vote – ayes: Rice, Schwartz, Traver, Underhill, Wolfersberger, and Gates; nays: None. **MOTION CARRIED.**

Enter into Closed Session at 8:40 p.m.

Return to Open Session at 9:10 p.m.

Moved Gates, supported Wolfersberger, to approve the Mediation Term Sheet dated May 7, 2021 for the case between Drunch LLC, DM Cable, LLC, Dr. Paul Domin, Paul H. Domin DDS PC, Paige Ducheny, and Design Studio East LLC, BHD Properties LLC, Dr. Harmony Dawson, and the City of Marshall. On a roll call vote – ayes: Rice, Schwartz, Traver, Underhill, Wolfersberger, and Gates; nays: None. **MOTION CARRIED.**

Moved Gates, supported Schwartz, to enter into Closed Session under section 8 (c) of the Open Meetings Act to discuss strategy for a collective bargaining agreement. On a roll call vote – ayes: Rice, Schwartz, Traver, Underhill, Wolfersberger, and Gates; nays: None. **MOTION CARRIED.**

Enter into Closed Session at 9:13 p.m.

Return to Open Session at 9:46 p.m.

ADJOURNMENT

The meeting was adjourned at 9:47 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
39127	ALEXANDER CHEMICAL COR	BLANKET PO FOR CL2, SO2, SODIUM HYPOCHLO	2021.011	1,188.75
91312	ALL-TRONICS INC	ALARM SERVICE		194.50
91286	ALL-TRONICS INC	F.MARKET - PHONE SERVICE FORWARDING		90.00
1PFL-6D3X-D6MP	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - TABLE SET		313.08
19DY-D97P-P49M	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - HARD HATS		312.00
1KDR-JRCD-Y39D	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - FILE HOLDERS		51.21
1L9Q-RVJG-VYVD	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - CREDIT MEMO		(181.84)
1N7D-9Q1Y-H1KT	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - SSD/CONVERTER		314.97
1XRW-PVJV-M61G	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - BATTERY		281.45
14T3-VJVK-3NJC	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - SAMSUNG SSD		117.06
16HV-13KW-LNDX	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - MARKING PAINT		223.83
1R64-XXDK-3FWV	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - NEOPOST INK		60.53
1YGJ-WHWQ-QWPK	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - PRESENTATION SCREE		1,026.42
1XHR-GMD1-LKXN	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - MONEY COUNTER		129.97
1NCW-7VW4-XHWW	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1EO2 - ELEC. TAPE & DUCT		70.01
6827283	AMSTERDAM PRINTING AND	EMPLOYEE HISTORY FOLDERS		157.63
2139	ARCTECH PRECISION WELD	FENCE REPAIR		575.00
02250477396	AUTO VALUE MARSHALL	SYNTHETIC		85.78
02250477364	AUTO VALUE MARSHALL	HYDRAULIC OIL		64.79
02250477226	AUTO VALUE MARSHALL	PROPANE/TORCH HEAD		68.85
02250477259	AUTO VALUE MARSHALL	SILVER PAINT MARKER		4.09
02250477238	AUTO VALUE MARSHALL	ELBOW/MUFFLER		189.36
02250477524	AUTO VALUE MARSHALL	UNDERCOAT GUN/SCHUTZ CAN		50.97
02250477520	AUTO VALUE MARSHALL	AIR FILTER		25.37
0225477519	AUTO VALUE MARSHALL	OIL FILTER/OIL		110.71
02250477487	AUTO VALUE MARSHALL	TRAILER BRIGHT/DISP LRG RESP		84.28
02250477909	AUTO VALUE MARSHALL	PLASTIC TAPE		17.90
02250477798	AUTO VALUE MARSHALL	AIR FILTER/FUEL FILTER/DSL OIL FILTER		129.62
02250477851	AUTO VALUE MARSHALL	ADAPTER/COUPLER		10.00
02250477749	AUTO VALUE MARSHALL	TRAILER BRIGHT/FOAMY BRIGHT		74.34
02250477710	AUTO VALUE MARSHALL	OIL FILTER/OIL		62.83
02250477552	AUTO VALUE MARSHALL	OIL FILTER		6.89
02250477553	AUTO VALUE MARSHALL	OIL		52.14
02250477587	AUTO VALUE MARSHALL	HD ALUM ELBOW		81.41
02250477082	AUTO VALUE MARSHALL	OIL		65.34
02250477073	AUTO VALUE MARSHALL	OIL FILTER/MINI LAMP/OIL		75.67
02250477045	AUTO VALUE MARSHALL	MINI LAMP		6.90
02250476903	AUTO VALUE MARSHALL	MINI LED BAR/FUEL DIE		631.55
P39856776	BATTERIES PLUS BULBS	BULBS - MRLEC		297.00
367778	BATTLE CREEK SHOPPER N/F	MARKET ADS		42.00
0184633	BELL EQUIPMENT COMPANY	EXTENSION BROOM		279.00
0184504	BELL EQUIPMENT COMPANY	BEARING/BELT/SPAY NOZZLE/AIR FILTER/FILT		506.45
84052574	BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES		4.74
84042655	BOUND TREE MEDICAL LLC	MFR KITS		1,259.88
8127	BUD'S TOWING & AUTOMOT	REPAIR VEHICLE 1003	2021.390	2,485.44
46419	BUD'S TOWING & AUTOMOT	M2 TOW		245.50
21-4277	CB HALL ELECTRIC COMPAIN	DPW HOIST - INSTALL ELECTRICAL		721.50
40069	COBAN TECHNOLOGIES	BODYCAM		1,330.00
5054930	CRYSTAL FLASH MARSHALL	REC GAS 89		752.72
5054920	CRYSTAL FLASH MARSHALL	OFF ROAD DIESEL		1,404.12
1636918	D & D MAINTENANCE SUPP	JANITORIAL		561.72
163219	D & D MAINTENANCE SUPP	GLASS AND SURFACE CLEANER		39.60
163337	D & D MAINTENANCE SUPP	HD LINER		258.50
163382	D & D MAINTENANCE SUPP	VACUUM REPAIR		100.60
163509	D & D MAINTENANCE SUPP	SPRAYER TRIGGER		2.20
163619	D & D MAINTENANCE SUPP	TISSUE		240.00
583996	DARLING ACE HARDWARE	BACKPACK SPRAYER/GARDEN SPRAYER		(103.96)
582731	DARLING ACE HARDWARE	NUTS/BOLTS/FASTENERS		22.56
582799	DARLING ACE HARDWARE	THREADED ROD		4.59
583964	DARLING ACE HARDWARE	BACKPACK SPRAYER		119.95
584120	DARLING ACE HARDWARE	2021 CEMETERY FLOWERS FOR OAKRIDGE PERPE	2021.388	1,539.98
583708	DARLING ACE HARDWARE	PAINT BRUSH/ TIMBER OIL		52.98
584056	DARLING ACE HARDWARE	CUTTING PLIERS/WALL PATCH		41.97
583765	DARLING ACE HARDWARE	TRIMMER LINE/HELMET SYSTEM/PICKUP TOOL		99.93
584092	DARLING ACE HARDWARE	HEX CAP/HEX NUT		35.49
583766	DARLING ACE HARDWARE	BATTERIES/LEVEL 3		26.97
583994	DARLING ACE HARDWARE	GRASS SEED		64.99
583840	DARLING ACE HARDWARE	CHLORINE/FLEX PASTE		22.96
583699	DARLING ACE HARDWARE	PUTTY KNIFE/FLEX SEAL/RUBBER PASTE		93.53
583425	DARLING ACE HARDWARE	NUTS/BOLTS		4.40
583075	DARLING ACE HARDWARE	BATTERIES		14.99
INV53521	DORNBOS SIGN INC	ROAD SIGNAGE		403.36
IN1576785	DOUGLASS SAFETY SYSTEM	TURNOUT GEAR FOR FIRE DEPT- PER QUOTE# Q2021.347		89.02
IN1576789	DOUGLASS SAFETY SYSTEM	TURNOUT GEAR FOR FIRE DEPT- PER QUOTE# Q2021.347		102.66
IN-2114957	DUBOIS CHEMICALS	BLANKET PO FOR POLYMER	2021.010	5,427.99
IN-2117868	DUBOIS CHEMICALS	BLANKET PO FOR POLYMER	2021.010	3,336.36
I111324	ERIC DALE HEATING & AIR	ROOFTOP HVAC REPAIR	2021.353	2,089.00
S104017841.001	ETNA SUPPLY	CURBOX - BOTTOM SECTION		413.00
5403	FACTORY DIRECT	2 POST LIFT	2021.380	8,595.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
8499	FREDRICKSON SUPPLY	LEADER/CLAMP		484.81
IN102105110235	FS.COM INC	1 METER SIMPLEX SINGLE MODE PATCH CABLE	2021.364	662.50
4603	GOODWIN'S PLUMBING, LLC	MEN'S URINAL REPAIR		125.00
9888913408	GRAINGER	PIPE HANGERS		132.46
9321397879	GRAYBAR ELECTRIC	REALFLEX 3 DROP		612.14
9321397880	GRAYBAR ELECTRIC	COUPLINGS FOR MARVIEW SUB		963.42
9321336108	GRAYBAR ELECTRIC	COMMSCOPE DROP CABLES QUOTE# 0237125322	2021.256	761.42
9321315527	GRAYBAR ELECTRIC	COMMSCOPE DROP CABLES QUOTE# 0237125322	2021.256	312.18
2052399	GRIFFIN PEST SOLUTIONS	ACCT - 3542611 PEST CONTROL		35.00
2052400	GRIFFIN PEST SOLUTIONS	ACCT 3422841		51.00
20210326	GRP ENGINEERING INC	MISC ENGINEERING		790.36
18684	GUTTERS R US LLC	YARD MAINTENANCE - MRLEC		490.00
0000113-IN	HYDROCORP	2" FLOWIQ METER		835.20
C165082	IMPACT SOLUTIONS	BUSINESS CARDS		267.52
C165124	IMPACT SOLUTIONS	WINDOW ENVELOPES		15.00
21291	J AND K PLUMBING SUPPL	PLUMBING FITTINGS		6.14
0001940	JUSTICE FENCE	CHAIN LINK		165.47
6544-03	K DRIVE GREENHOUSE CO.	2021 DOWNTOWN HANGING BASKETS	2021.387	1,514.10
8859459	KIMBALL MIDWEST	CLEANER		9.35
INV017883	KNIGHT WATCH, INC	MONTHLY FIRE MONITORING		224.85
154481915	KONECRANES INC	CRANE AND HOIST SERVICE & MAINTENANCE - 2021.257		1,055.00
38258	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		243.00
5042021	LINE DESIGN & LANDSCAPE	PEACE PARK - HYDRANGEAS		325.00
57137	MCNALLY ELEVATOR COMP	QUARTERLY MAINTENANCE MAY - JULY		695.37
4	MCSA GROUP INC	EATON PROPERTY & STUARTS LANDING MASTER	2021.369	1,648.75
89221	MERIT NETWORK INC.	ADDITIONAL BANDWIDTH - MARCH		630.00
89251	MERIT NETWORK INC.	ADDITIONAL BANDWIDTH - FEBRUARY		630.00
21-33192-1	MILLENNIUM	Q-CLAMPS		118.78
91187383	MSC INDUSTRIAL SUPPLY	SWEATBAND		54.72
21-1350	NATESCAPES	PLAYGROUND MULCH		200.00
21-1347	NATESCAPES	PLAY GROUND MULCH	2021.370	1,860.00
773521	NYE UNIFORM COMPANY	DUTY EQUIPMENT		107.50
773368	NYE UNIFORM COMPANY	FIRE DEPT EMBLEMS		155.00
1959860	OFFICE 360	OUTSIDE BATHROOM SOAP		48.99
7228337-00	POWER & TELEPHONE SUPP	DROP CLAMPS		269.74
56564739	POWER LINE SUPPLY	PULL TAPE		208.80
56565033	POWER LINE SUPPLY	1/0 AL TRIPLEX		1,152.00
56565028	POWER LINE SUPPLY	ANCHOR ROD		278.70
56562104	POWER LINE SUPPLY	15 AMP FUSE		111.25
56549835	POWER LINE SUPPLY	FIBERGLASS CROSSARMS 4" X 6" 96"	2021.368	3,527.92
56533680	POWER LINE SUPPLY	CREDIT MEMO		(112.00)
INV-6376	POWERDMS	DOCUMENT SOFTWARE		3,267.06
31750	PRO-TECH SECURITY SALE	BRU SHIELD		1,634.00
21-1119	QUALITY EXCAVATORS, IN	MULCH FOR MICHIGAN AVE CORIDOR	2021.327	1,240.00
04302021	QUALITY EXCAVATORS, IN	MARVIEW #2 SUBDIVISION STREET CONSTRUCTI	2021.306	25,013.00
14368	QUITECH	TIONER CARTRIDGE		489.50
PS56618	RADIAN RESEARCH INC.	METER TESTING EQUIPMENT	2021.309	6,010.10
1371	RIGHT WAY CONTROL LLC	WEED VEGETATION MANAGEMENT	2021.384	13,620.00
0098352	ROWE PROFESSIONAL SERV	LOCAL STREET DESIGN AND BID DOCUMENTS FO	2021.320	6,695.00
97996	ROWE PROFESSIONAL SERV	2021 ANNUAL BRIDGE INSPECTIONS	2021.294	300.00
INV4003	SD MYERS LLC	LOAD TAP CHANGER (LTC) INSPECTION - TRAN	2021.259	32,300.00
INV4204	SD MYERS LLC	#2 TRANSFORMER FIELD SERVICES	2021.362	7,950.00
1792123	STANTEC CONSULTING MIC	ENGINEERING FOR HANOVER ST SEWER LINING	2021.224	780.75
1792118	STANTEC CONSULTING MIC	WATER AMI CONSTRUCTION ENGINEERING	2021.097	522.00
1792121	STANTEC CONSULTING MIC	AWIA RISK AND RESILIENCE ASSESSMENT	2021.183	636.00
1792122	STANTEC CONSULTING MIC	CIPP WATER MAIN LINING DESIGN COSMOPOLIT	2021.203	63.50
1792120	STANTEC CONSULTING MIC	CITYWORKS IMPLEMENTATION	2021.263	9,513.00
1792117	STANTEC CONSULTING MIC	CONCEPTUAL DESIGN STUDY WATER TREATMENT	2021.202	3,306.00
821072	STEENSMA	AUTOCUT		39.98
41653-463-1-FAD5	STREET COP TRAINING	STREET SMART COP/PRO-ACTIVE TRAINING - H		299.00
5003306408	TEREX USA, LLC	SLING		83.63
300170	THE IRRIGATOR, INC.	SPRING START UP - MRLEC		116.25
5454627	TOSHIBA AMERICA BUSINE	MRLEC COPIER		83.23
1620002479	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620002485	UNIFIRST CORPORATION	WATER UNIFORMS		35.14
1620002484	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620002482	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
1620002481	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
1620002483	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		181.33
1620000349	UNIFIRST CORPORATION	DPW GARAGE		59.71
1620000351	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		182.98
1620002025	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		183.83
1620000904	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		182.98
1620001450	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		182.98
1620002024	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
1620000903	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
1620001449	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
1620002027	UNIFIRST CORPORATION	WATER UNIFORMS		35.14
1620000906	UNIFIRST CORPORATION	WATER UNIFORMS		35.14

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 06/10/2021 - 06/10/2021
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1620001452	UNIFIRST CORPORATION	WATER UNIFORMS		35.14
1620002021	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620000900	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620001446	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620001448	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
1620000902	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
1620002023	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
1620002026	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620000905	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620001451	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620000350	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
1620000352	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620000353	UNIFIRST CORPORATION	WATER UNIFORMS		35.14
1620000347	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
587583	USA BLUEBOOK	CHEMICAL INVENTORY		287.83
594839	USA BLUEBOOK	HARD HATS		65.59
530363615	UTILITIES INSTRUMENTAT	REPLACE SWITCH - POWER HOUSE		850.00
154366	WOODS POOLS INC	CHLORINE TABS		270.00
2596118	XEROX FINANCIAL SERVIC	PSB COPIER LEASE		1,546.96
GRAND TOTAL:				180,510.07

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 05/14/2021 - 05/14/2021
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
367087	AD-VISOR & CHRONICLE	ABAN VEH AUCTIONS		20.95
00682329	ARIZENT	LEGAL ADVERTISING - STREET BOND SALES	2021.363	1,535.00
269789901105/521	AT&T MOBILITY	ACCT 26978990115991		(28.55)
269781907005/521	AT&T MOBILITY	ACCT 26978190705731		(24.57)
269781444705/521	AT&T MOBILITY	ACCT 26978144477494		(356.13)
05/13/2021	BIENZ, SYLVIA	UB refund for account: 2706420001		39.03
05062021	BOCHENEK, ROBERT	ENERGY OPTIMIZATION - DEHUMIDIFIERS		40.00
315111321036940	CAPITAL ONE TRADE CRED	ACCT 587737 - COMPRESSOR/ BENCH GRINDER		514.08
47462	CITY OF COLDWATER	HAROLD JENKINS - APRIL 2021		187.50
5102021	CITY OF MARSHALL	PETTY CASH - NOTARY FILING FEE - T.NELSO		10.00
206079283705	CONSUMERS ENERGY	ACCT 103018521130		1,878.67
202608677220	CONSUMERS ENERGY	ACCT 100009163203		117.66
05112021	CROW, CURT	BOOT ALLOWANCE REIMBURSEMENT		155.77
103481	CRT, INC	MONTHLY CLOUD STORAGE		1,378.86
04282021	FRITZ, KAREN	CLD TEST REIMBURSEMENT - DART		125.00
05072021	FULLER, MIKE	TRAVEL EXPENSE - REIMBURSEMENT		216.12
05/13/2021	GETTER, LESLIE	UB refund for account: 3003310043		23.80
05062021	GIEGER, MATTHEW	ENERGY OPTIMIZATION - DISHWASHER		15.00
04192021	GROENEVELD, ANDREW	MEAL REIMBURSEMENT - TRAVEL TO NIGHTTIME		19.20
05/13/2021	HAVERLY, RYAN & HARRIS	UB refund for account: 3205440041		22.07
05062021	HAZEL, JESSICA	ENERGY OPTIMIZATION - AC AND THERMOSTAT		160.00
05/13/2021	KOENIG, MICHAEL	UB refund for account: 2301240006		51.66
1720997-20210430	LEXISNEXIS RISK DATA MINTEL	DATABASE - MARCH/APRIL		200.00
05/13/2021	MARSHALL FIVE STAR PIZ	UB refund for account: 201830005		102.85
300006534	MICHIGAN ASSOC. OF CHII	ACCRED SUBSCRIPTION		700.00
X38227	POWERPLAN	ACCT 88002-30904		1,159.11
05/13/2021	RAZAY, FAHIM & ISABELA	UB refund for account: 300880027		30.32
2021037	SHIELD LEADERSHIP INST	POLICE TRAINING - GROENEVELD		1,200.00
0018407322	SPARTAN STORES	CUSTOMER NO: 021063		149.52
05102021	STATE OF MICHIGAN	STATE OF MI NOTARY FILING FEE		10.00
1525	THE WOODHILL GROUP, LL	FINANCIAL SERVICES AGREEMENT	2021.250	10,925.00
63	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2021.058		3,816.00
61674	TWO WAY DIRECT	MOTOROLA HT ACCESSORIES		12.95
9878893581	VERIZON WIRELESS	ACCT 987146080-00001		1,160.87
71680035	WEX BANK	ACCT 0470-00-462076-1		8,182.83
05/13/2021	WOODS, RHONDA	UB refund for account: 2700140000		401.30
05022021	WOW! INTERNET-CABLE-PH	ACCT 010040764		1,363.05
71	XCEL SPECIALIZED, LLC	WORK WEEK 5/9/21 - COCHRAN, M.		705.60
GRAND TOTAL:				36,220.52

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 05/21/2021 - 05/21/2021
 UNJOURNALIZED
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
287290494544X51420	AT&T MOBILITY	ACCT 287290494544		42.55
05/20/2021	BOGCESS, PATRICIA & JAI	UB refund for account: 3101460005		27.28
05/20/2021	BRUNDAGE, MAX	UB refund for account: 2101040004		126.84
201807739607	CONSUMERS ENERGY	ACCT 103009157670		28.53
201629755128	CONSUMERS ENERGY	ACCT 100009163708		61.04
100009163971	CONSUMERS ENERGY	ACCT 100009163971		291.14
206524028961	CONSUMERS ENERGY	ACCT 103015800248		238.50
201629755127	CONSUMERS ENERGY	ACCT 100009163435		257.65
201718752953	CONSUMERS ENERGY	ACCT 100072243312		226.72
206790952562	CONSUMERS ENERGY	ACCT 100007594680		212.92
206701971880	CONSUMERS ENERGY	ACCT 100067101772		37.58
204922454718	CONSUMERS ENERGY	ACCT 100089211096		380.83
205189430541	CONSUMERS ENERGY	ACCT 100090336411		56.57
203142622755	CONSUMERS ENERGY	ACCT 103018520884		14.80
202697661157	CONSUMERS ENERGY	ACCT 103013521119		17.56
05/20/2021	COUNTERMAN, ELIZABETH	UB refund for account: 2900550043		38.02
05/20/2021	DIRINDA BANK	UB refund for account: 1902		50.00
05/20/2021	ESTATE OF DANIEL HOWE	UB refund for account: 242900		18.00
5212021	EVERGREEN RESORT	CONF# R3D285/R3D284 - DUDA/SCHIPPER - HO		819.00
05/20/2021	FAMILY VIDEO #85	UB refund for account: 3000361000		32.86
05142021	FULLER, MIKE	TRAVEL REIMBURSEMENT - LINEMAN SCHOOL		189.24
05/20/2021	GARY SCHNEIDER	UB refund for account: 1878		40.00
05/20/2021	GERALD MEES	UB refund for account: 940		86.90
5182021	GIANNOULIS, STEPHEN	REFUND DEPOSIT		100.00
05172021	GRISWOLD, CRAIG	REIMBURSEMENT - PURCHASE OF FURNITURE FO		1,639.82
05/20/2021	HAGERTY, BETTY	UB refund for account: 1200200000		4.02
05/20/2021	HALL, DEBORAH	UB refund for account: 3005060041		100.08
1594843/1935471	HOME DEPOT CREDIT SERV	ACCT 6035322538837943		677.10
05/20/2021	HPT INVESTMENTS LLC	UB refund for account: 1600540001		126.84
05/20/2021	KAYLYNN HOAGLIN	UB refund for account: 1367		66.00
05/20/2021	KELLY, SCOTT & GLORIA	UB refund for account: 2203940012		36.48
624109	KENNEDY INDUSTRIES INC	FOUNTAIN ST LIFT STATION REPAIR		709.50
05/20/2021	KOPF, STEVEN	UB refund for account: 3004470045		23.11
05132021	LAHAM, RICH	BOOT ALLOWANCE REIMBURSEMENT		216.05
201936.10-2210459	LAWSON-FISHER ASSOCIAT	ENGINEERING FOR THE HYDRO ELECTRIC DAM R2020.169		15,496.37
016837	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - A. EGNATUK		160.00
05/20/2021	LISCOMBE, TERESA & EDW.	UB refund for account: 1301360014		8.07
05/20/2021	MANSION STREET WOMENS	UB refund for account: 513		77.42
05122021	MARANA GROUP	ACCT# M323 - PRE-SORTED MAIL		637.04
05102021SMCD	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4217 - SCOTT MCDONALD		605.38
05102021TT	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 7681 - T. TARKIEWICZ		32.00
5102021CITY	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 3431 - CITY OF MARSHA		494.21
05102021EZ	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 2217 - ERIC ZUZGA		531.40
05/20/2021	MAUK, MASON & HAMPTON,	UB refund for account: 2900200029		65.78
05/20/2021	MCKELVEY, MARTHA	UB refund for account: 1801980027		158.98
1518432	MILLER CANFIELD PADDOC	PROFESSIONAL SERVICES - APRIL		142.50
USINV2104166737	NTT CLOUD COMMUNICATIO	CUST NO: AT10089939		10.66
116318	OAKLAND COMMUNITY COLL	POLICE TRAINING - VANDENBOSS		200.00
5132021	OAKLAWN HOSPITAL	EMPLOYEE DRUG SCREEN		40.00
05/20/2021	OTENEY, JUDY	UB refund for account: 2101660000		74.76
05/20/2021	QUINN, DEREK	UB refund for account: 2204260012		55.86
05182021	RAMEY, CHRISTY	REIMBURSEMENT - SEC OF STATE TITLE FEE		16.00
626046	SHANTY CREEK	TRAINING LODGING		662.58
05/20/2021	STEELE, JESSICA	UB refund for account: 401000032		12.37
05/20/2021	SUE BARANOWSKI	UB refund for account: 1371		74.13
220984	TELNET WORLDWIDE	ACCT 8948		650.34
24613720	THOMAS NEIDLINGER MD	ACCT: 127260 - DOT PHYSICAL - KYLER		75.00
64	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2021.058		2,915.00
05/20/2021	WHITNEY, PATRICIA	UB refund for account: 3205100033		45.00
73754317	WINDSTREAM	ACCT 205599191		71.64
75	XCEL SPECIALIZED, LLC	WORK WEEK: 5/16/21 - COCHRAN, M.		1,176.00
GRAND TOTAL:				31,482.02

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 05/28/2021 - 05/28/2021
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
367096	AD-VISOR & CHRONICLE	APRIL ADS		1,102.70
05172021	AT&T MOBILITY	ACCT 145970911		107.35
05102021	BABCOCK, CLIFF	F.MARKET ENTERTAINMENT - 5/08/2021		35.00
05102021	BUTTERS, SCOTTY	F.MARKET ENTERTAINMENT - 5/15/21		35.00
LOCAL-2021-0000000	CALHOUN COUNTY TREASUR	COUNTYWIDE RMS		4,051.32
05/26/2021	COLCLASURE, SHONNA	UB refund for account: 274600		18.50
11860	COMMUNICATION BROKERS	TELECOMMUNICATIONS AUDIT/ COST RECOVERY 2021.379		3,670.72
601012593621	CONSUMERS ENERGY	ACCT 100000335602		1,599.71
S103911082.001	ETNA SUPPLY	ROMAC REPAIR CLAMP		380.00
84018	HERMANS MARSHALL HARDW	TWIST NOZZLE		11.79
84001	HERMANS MARSHALL HARDW	STUMP OUT/EXTERIOR PAINT		100.97
84251	HERMANS MARSHALL HARDW	GRABBER/HOOKS		27.48
84065	HERMANS MARSHALL HARDW	GRABBER/C-CLAMP/COFFE MAKER/FILTERS/LEAF		154.87
84259	HERMANS MARSHALL HARDW	ANCHORS/FENDER WASHERS/SCREWS/OUTLET/COR		42.30
84049	HERMANS MARSHALL HARDW	KEYS		6.58
84011	HERMANS MARSHALL HARDW	FUSES/BOLTS/GRASS SEED/LED LIGHTS		162.89
84074	HERMANS MARSHALL HARDW	CLAMP/QUICK LINK/3PK BAG		22.55
84045	HERMANS MARSHALL HARDW	WIND SOCK/HOOKS/FITTINGS/SPRAY BOTTLE		15.46
05242021	KELLEY, RONALD	ENERGY OPTIMIZATION - AIRE CONDITIONER A		110.00
05/26/2021	KIMMEL, CORINNA	UB refund for account: 2901540027		61.15
016841	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - MARK STRAND		189.95
016842	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - DUDA, ERIC		110.00
05102021JM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 9156 - JUSTIN MILLER		330.41
05102021JL	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 3280 - JOSHUA LANKERD		195.53
05102021TS	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 2922 - THERESA SEARS		611.10
05/26/2021	MARSHALL, WAYNE	UB refund for account: 307300		18.50
05/26/2021	PATRICK, DONNA	UB refund for account: 235000		18.50
05/26/2021	PLATSCHORRE, SCOTTY	UB refund for account: 304900		16.25
05222021	RAUTH, PAUL	F. MARKET ENTERTAINMENT - 5/22/21		35.00
20259	ROSS BUSINESS DEVELOPM	ONDEMAND TRAINING CLASS		198.00
05/27/2021	SAMANTHA FELTON	UB refund for account: 1483		50.00
05/27/2021	SEAN OKON	UB refund for account: 676		50.00
05/27/2021	SHAWN PRESCOTT	UB refund for account: 2316		50.00
05252021	SHELDON, PAUL	INSPECTIONS 02/15-05/25		100.00
05/27/2021	SHONNA COLCLASURE	UB refund for account: 2656		50.00
05/27/2021	SIMMONS, STEPHANY	UB refund for account: 3100990014		70.60
05272021	STATE OF MICHIGAN EGLE	DRINKING WATER CERTIFICATION RENEWAL - A		95.00
65	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2021.058		3,233.00
137681535	TRUGREEN	ACCT - 2790083525 - ICE MELT		492.94
05/26/2021	WEATHERLY, ANGELA M	UB refund for account: 159800		11.00
79	XCEL SPECIALIZED, LLC	WORK WEEK : 5/23/21 - COCHRAN, MONZEL		1,073.10
GRAND TOTAL:				18,715.22



ADMINISTRATIVE REPORT

June 7, 2021 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Resolution to Adopt City of Marshall Budget and Related Property Tax Millage Rates for Fiscal Year 2022.

BACKGROUND: The budget public hearing was scheduled by Council on May 3, 2021 for May 17, 2021. Attached for your review and action is the resolution for the FY 2022 Budget that totals \$38,614,153 in expenditures and is in compliance with City Charter. This budget resolution reflects the proposed budget emailed to you on April 19, 2021, with amendments.

The budget public hearing was held on May 17, 2021. The Council directed staff to use no more than \$200,000 of General Fund Reserves. If the attached Amendments #1–12 (Alternate #2) are adopted, only \$187,525 of General Fund reserves will be needed.

RECOMMENDATION: It is recommended that the Council adopt the attached resolution with appropriate amendments to approve the City of Marshall budget and related property tax millage rates for Fiscal Year 2022.

FISCAL EFFECTS: Establish budgetary amounts for the General Fund, Special Revenue funds, Enterprise funds, and Internal Service funds in the amounts set forth in the attached resolution.

ALTERNATIVES: As suggested by City Council.

CITY GOAL CLASSIFICATION:

GOAL AREA 1 – ECONOMIC DEVELOPMENT

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

GOAL AREA 4 – INFRASTRUCTURE

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

Respectfully Submitted,

Tom Tarkiewicz
City Manager

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



CITY OF MARSHALL, MICHIGAN
RESOLUTION #2021-XX

THE CITY OF MARSHALL
GENERAL APPROPRIATION ACT AND TAX LEVY RESOLUTION
July 1, 2021 – June 30, 2022

Whereas, City Council has reviewed the City Administrator’s proposed budget for FY 2022 for the City of Marshall; and

Whereas, A public hearing has been held to obtain citizen input on the proposed budget; and

Whereas, an annual budget is required for purposes of compliance with City Charter and State of Michigan Uniform Budgeting and Accounting Act (Public Act 2 of 1968, as amended);

THE CITY OF MARSHALL RESOLVES that the following appropriations for the fiscal year, commencing July 1, 2021, and ending June 30, 2022, are hereby appropriated on a departmental level in the General Fund and fund total basis in all other funds as follows:

General Fund Revenues	
Taxes	4,043,281
Licenses & Permits	322,000
Intergovernmental	878,285
Charges for Services	135,730
Fines & Forfeitures	11,800
Interest	6,029
Miscellaneous	180,102
Transfers In	1,768,820
Marshall Regional Law Enforcement Center	328,826
Recreation	452,154
Farmer's Market	22,100
Airport	157,020
Total General Fund Revenues	8,306,147

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General Fund	
City Council	3,017
City Manager	282,952
Assessor	70,098
City Attorney	68,000
Human Resources	99,960
Clerk	63,482
Finance/Treasurer	550,284
City Hall	78,755
Chapel	1,835
Other City Property	56,000
Non-Departmental	907,529
PSB Operations	124,059
Police	2,209,335
Dispatch	191,000
Fire	1,411,684
Cemetery	171,780
Streets	879,338
Engineering	27,634
Compost	45,750
Building Inspection - Code Enforcement	141,527
Planning & Zoning	54,584
Parks	82,413
Capital Improvements	282,100
Marshall Regional Law Enforcement Center	406,473
Recreation	459,743
Farmer's Market	23,066
Airport	155,654
Total General Fund Expenditures	8,848,052

All Funds Revenues	
General Fund	8,306,147
MVH--Major & Trunkline	949,057
MVH--Local	236,034
Municipal Street Fund	594,439
Leaf, Brush and Trash Removal	173,848
NE Neighborhood Improvement Authority	39,768
South Neighborhood Improvement Authority	31,660
Local Development Finance Authority	746,738
Downtown Development Authority	242,614
Marshall House	1,064,020
Fiber to the Premise	1,203,000
Electric	16,668,608
Dial-A-Ride	532,007
Wastewater	1,950,879
Water	2,007,246
Solid Waste	330,900
Data Processing	173,237
Motor Pool	882,595
Total Revenues	\$ 36,132,797

All Funds' Expenditures	
General Fund	8,848,052
MVH--Major & Trunkline	939,106
MVH--Local	588,705
Municipal Street Fund	2,358,627
Leaf, Brush and Trash Removal	150,411
NE Neighborhood Improvement Authority	72,500
South Neighborhood Improvement Authority	24,544
Local Development Finance Authority	593,537
Downtown Development Authority	232,520
Marshall House	957,777
Fiber to the Premise	1,004,402
Electric	14,860,462
Dial-A-Ride	525,770
Wastewater	2,527,465
Water	2,995,248
Solid Waste	312,617
Data Processing	222,578
Motor Pool	1,399,832
Total Expenditures	\$ 38,614,153

Total fund reserves (not including the capitalization of assets) shall be decreased by \$2,481,356 based on the FY 2022 revenues and expenditures for All Funds.

RESOLVED, That the City Council does hereby levy a tax of 17.1629 mills, subject to Headlee rollback, for the period of July 1, 2021, through June 30, 2022 on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Marshall and is levied pursuant to Section 8.01, Article 8 of the Charter of the City of Marshall.

The City Council does hereby levy a tax of .7480 mills, subject to Headlee rollback, for the period of July 1, 2021, through June 30, 2022, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the expense of operating the Leaf, Brush and Trash Removal Services of the City of Marshall as authorized by a vote of the citizens on August 4, 2020.

The City Council does hereby levy a tax of 2.4935 mills, subject to Headlee rollback, for the period of July 1, 2021, through June 30, 2022, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of municipal street reconstruction for the City of Marshall as authorized by a vote of the citizens on November 3, 2020.

The City Council does hereby levy a tax of .9147 mills, subject to Headlee rollback, for the period of July 1, 2021, through June 30, 2022, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied to operate the Dial-A-Ride Transportation System in the City of Marshall as authorized by a vote of the citizens on August 5, 1975.

The City Council does hereby levy a tax of .9147 mills, subject to Headlee rollback, for the period of July 1, 2021, through June 30, 2022, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the expense of operating the Recreation Department of the City of Marshall as authorized by a vote of the citizens on April 4, 1959.

The City Council does hereby levy a tax of 1.5939 mills, subject to Headlee rollback, for the period of July 1, 2021, through June 30, 2022, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same in a district known as the Downtown Development District. This tax is levied for the purpose of defraying the costs of the Downtown Development Authority.

	Proposed FY22 Rates	Actual FY21 Rates	Difference
General Operating	17.1629	17.1629	-
Leaf, Brush and Trash Removal Services	0.7480	0.4882	0.2598
Recreation	0.9147	0.9171	(0.0024)
Municipal Street Fund	2.4935	-	2.4935
Dial-A-Ride	0.9147	0.9171	(0.0024)
Downtown Development Authority	1.5939	1.5981	(0.0042)
TOTAL	23.8277	21.0834	2.7443

RESOLVED, that the City Manager is authorized to make budgetary transfers within the appropriation centers established through this budget, and that all transfers between departments or funds may be made by the City Manager in an amount not to exceed \$20,000 per occurrence without prior Council approval pursuant to Section 19.2 of the provisions of the Michigan Uniform Accounting and Budgeting Act.

The City Council of the City of Marshall did give notice of the time and place when a public hearing on adoption of the budget would be held in accordance with Public Act 43 of 1963, proof of publication of the Notice of Public Hearing is now on file, and which Public Hearing was duly held pursuant to said notice and in conformity therewith. A copy of the budget proposal was on file with the City Clerk and on the City's website and available for public inspection at least one week prior to adoption of the budget; and

Further, the City Council of the City of Marshall did give notice of the time and place when a public hearing would be held in conformity with the provisions of Public Act 5 of 1982 authorizing a tax rate in excess of the present authorized tax rate for General Operating, Recreation, Municipal Streets, Leaf & Brush, Dial-A-Ride and Downtown Development Authority tax levies, proof of publication of Notice of Public Hearing is now on file, and which Public Hearing was duly held pursuant to said notice and in conformity therewith; and

This Resolution shall take effect July 1, 2021.

Dated: June 7, 2021

Trisha Nelson, City Clerk

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on June 7, 2021, and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Trisha Nelson, City Clerk

BUDGET AMENDMENTS AS PROPOSED BY MARSHALL CITY COUNCIL

ON JUNE 7, 2021

Amendment 1-Amendment to remove Compensation Study and Decrease General Fund Budget

WHEREAS, a compensation study was budgeted for FY22 in the General Fund, Non-departmental, at a cost of \$30,000;

WHEREAS, the results of the study will likely result in compensation changes that the City cannot currently fund;

RESOLVED, the General Fund Non-departmental expenditure budget be decreased by \$30,000 for the elimination of the compensation study.

Sponsors: Councilmember Traver, Underhill, Schwartz

Amendment 2-Amendment to remove raises for Non-Union staff from the FY22 Budget

WHEREAS, a 3% was budgeted for non-union staff for FY22;

WHEREAS, financial projections for the General Fund and other funds reflect the need for more conservative financial consideration;

RESOLVED, the 3% raise including FICA tax, totaling \$59,836 be removed from the FY22 budget amending the budget as follows:

Fund/Department	Amount
General Fund, City Manager	(\$5,872)
General Fund, HR	(\$1,642)
General Fund, Clerk	(\$848)
General Fund, Finance	(\$9,351)
General Fund, City Hall	(\$148)
General Fund, Cemetery	(\$505)
General Fund, Police	(\$3,988)
General Fund, Fire	(\$3,842)
General Fund, Inspection	(\$2,359)
General Fund, Planning & Zoning	(\$858)
General Fund, Streets	(\$2,219)
General Fund, Engineering	(\$906)
General Fund, PSB	(\$296)
General Fund, Parks	(\$184)
Marshall Law Enforcement Center Fund	(\$739)
Recreation Fund	(\$2,895)
Airport Fund	(\$340)

Marshall House Fund	(\$6,897)
Fibernet Fund	(\$3,691)
Electric Fund	(\$2,681)
Wastewater Fund	(\$3,283)
Water Fund	(\$3,303)
Solid Waste Fund	(\$379)
Data Processing Fund	(\$525)
Motor Pool Fund	(\$2,085)

Sponsors: Councilmembers Traver, Underhill, Schwartz

(Alternate) Amendment 2-Amendment to reduce raises for Non-Union staff from 3% to 2% in the FY22 Budget

WHEREAS, a 3% was budgeted for non-union staff for FY22;

WHEREAS, financial projections for the General Fund and other funds reflect the need for more conservative financial consideration;

WHEREAS, a 2% raise (reduced from a 3% raise) results in a savings of \$19,945;

RESOLVED, the reduction in raise be removed from the FY22 budget amending the budget as follows:

Fund/Department	Amount
General Fund, City Manager	(1,957)
General Fund, HR	(547)
General Fund, Clerk	(283)
General Fund, Finance	(3,117)
General Fund, City Hall	(49)
General Fund, Cemetery	(168)
General Fund, Police	(1,329)
General Fund, Fire	(1,281)
General Fund, Inspection	(786)
General Fund, Planning & Zoning	(286)
General Fund, Streets	(740)
General Fund, Engineering	(302)
General Fund, PSB	(99)
General Fund, Parks	(61)
Marshall Law Enforcement Center Fund	(246)
Recreation Fund	(965)
Airport Fund	(113)

Marshall House Fund	(2,299)
Fibernet Fund	(1,230)
Electric Fund	(894)
Wastewater Fund	(1,094)
Water Fund	(1,101)
Solid Waste Fund	(126)
Data Processing Fund	(175)
Motor Pool Fund	(695)

Sponsors:

Amendment 3-Amendment to add back City Manager vehicle allowance and Increase General Fund Budget

WHEREAS, the City Manager’s vehicle was removed during the FY22 budget development to reduce costs;

WHEREAS, other cost savings have been identified;

WHEREAS, the City Manager’s contract provides for a vehicle;

WHEREAS, the vehicle charge is expected to add \$2,900 to the FY22 General Fund, City Manager budget;

RESOLVED, the General Fund, City Manager expenditure budget be increased by \$2,900 for a vehicle.

Sponsor: Councilmember Gates

Amendment 4-Amendment to remove the vacant police patrol detective from the General Fund, Police Department budget

WHEREAS, the cost for wages and benefits of a patrol detective is \$73,969;

WHEREAS, financial projections for the General Fund and other funds reflect the need for more conservative financial consideration;

RESOLVED, the General Fund Police expenditure budget be decreased by \$73,969 reflecting the removal of the vacant patrol detective.

Sponsor: Councilmember Schwartz

Amendment 5-Amendment to remove the vacant administrative assistant position from the Electric fund budget

WHEREAS, the cost for wages and benefits of an administrative assistant is \$60,000;

WHEREAS, financial projections for the Electric fund reflect the need for more conservative financial consideration;

RESOLVED, the Electric Fund expenditure budget be decreased by \$60,000 reflecting the removal of the vacant administrative assistant position.

Sponsor: Councilmember Schwartz

Amendment 6-Amendment to reflect health care savings for switching health care providers for the FY22 Budget

WHEREAS, the FY22 included estimated premiums for Blue Cross Blue Shield;

WHEREAS, switching to Priority Health as a carrier saves the City approximately \$200,000;

RESOLVED, the change in health care providers be reflected in FY22 budget amending the budget as follows:

Fund/Department	Amount
General Fund, City Manager	(\$4,585)
General Fund, HR	(\$3,157)
General Fund, Clerk	(\$1,578)
General Fund, Finance	(\$15,151)
General Fund, City Hall	(\$103)
General Fund, Police	(\$38,406)
General Fund, Fire	(\$16,123)
General Fund, Inspection	(\$1,253)
General Fund, Planning & Zoning	(\$1,607)
General Fund, Streets	(\$17,568)
General Fund, Engineering	(\$750)
General Fund, PSB	(\$205)
General Fund, Parks	(\$234)
Major Streets	(\$1,007)
Local Streets	(\$1,469)
Marshall Law Enforcement Center Fund	(\$513)
Recreation Fund	(\$5,257)
Airport Fund	(\$338)
Marshall House Fund	(\$5,477)
Fibernet Fund	(\$4,680)
Electric Fund	(\$43,708)
Wastewater Fund	(\$15,700)
Water Fund	(\$16,843)
Solid Waste Fund	(\$948)
Data Processing Fund	(\$280)
Motor Pool Fund	(\$2,633)

Sponsors:

Amendment 7-Amendment to add Codification Contract and Increase General Fund Budget

WHEREAS, an ordinance codification is needed to improve the City's municipal code;

WHEREAS, the codification is expected to add \$20,000 to the FY22 General Fund, Non-departmental budget;

RESOLVED, the General Fund Non-departmental expenditure budget be increased by \$20,000 for the codification contract.

Sponsors:

Amendment 8-Amendment to remove GIS Master Plan and Decrease General Fund Budget

WHEREAS, a GIS Master Plan was budgeted for FY22 in the General Fund, Capital Budget, at a cost of \$33,600;

WHEREAS, the GIS Master Plan will not be able to be complete in FY22;

RESOLVED, the General Fund Capital expenditure budget be decreased by \$33,600 for the elimination of the GIS Master Plan.

Sponsors:

Amendment 9-Amendment to add the cost of Stump Removal and Increase General Fund Budget

WHEREAS, citizens have expressed a need for stump removal throughout the City;

WHEREAS, the estimated cost of stump removal is \$36,000;

RESOLVED, the General Fund, Street Department expenditure budget be increased by \$36,000 for the cost of stump removal.

Sponsors: Councilmember Gates

Amendment 10-Amendment to remove Capital Fire Truck funding and Decrease General Fund Budget

WHEREAS, partial fire truck funding was budgeted for FY22 in the General Fund, Capital Budget, at a cost of \$50,000;

WHEREAS, a fire truck purchase will not be able to be completed in FY22;

RESOLVED, the General Fund Capital expenditure budget be decreased by \$50,000 for the elimination of the partial Fire truck funding.

Sponsors:

Amendment 11-Amendment to remove the vacant lineman position from the Electric fund budget

WHEREAS, the cost for wages and benefits of a lineman vacancy is \$119,388;

WHEREAS, financial projections for the Electric fund reflect the need for more conservative financial consideration;

RESOLVED, the Electric Fund expenditure budget be decreased by \$119,388 reflecting the removal of the vacant lineman position.

Sponsor:

Amendment 12-Amendment to move payroll allocation from the General Fund to the Electric fund budget to recognize change in staffing

WHEREAS, the Public Services Director will be assuming duties for the vacant Director of Electric Utilities;

WHEREAS, the Public Services Director is budgeted 50% in the General Fund, 25% in Water and 25% in Wastewater;

RESOLVED, the General Fund, Streets expenditure budget be decreased by \$29,149 and the Electric budget be increased by \$29,149 reflecting the change in staffing.

Sponsor:

REVORE LAW FIRM, PLC

ATTORNEYS AT LAW

121 1/2 W. MICHIGAN AVENUE, MARSHALL MICHIGAN 49068
836 CENTENNIAL WAY, SUITE 130, LANSING, MICHIGAN 48917

TELEPHONE (517) 993-6686
FAX (517) 993-5628

DAVID M. REVORE

June 2, 2021

Mayor Joe Caron and Marshall City Council
c/o Tom Tarkiewicz, City Manager
323 W. Michigan Ave.
Marshall, MI 49068

Via Email Delivery

**Re: *Drunch LLC, et al v BHD Properties LLC, and the City of
Marshall, Case No. 21-86-CK (109.5 E. Michigan Avenue, Marshall
Michigan ("Property")***

Dear Mayor Joe Caron, City Council Members, and Mr. Tarkiewicz:

The purpose of this correspondence is to advise that the parties in the above matter have negotiated a settlement and to present to City Council for approval and to stipulate to dismissal of the lawsuit.

Background Information

The building located at 109.5 E. Michigan Avenue is over 150 years old, and currently occupied by three ground floor owners, two second floor tenants/owner, and unoccupied by one third floor owner, BHD Properties, LLC, who obtained the third floor from the City in 2017. Subsequently, the building has experienced rain and water damage to the interior. The building owners were unable to agree on terms as to repair and restoration; and on or about January 12, 2021, the first floor owners filed a lawsuit against BHD Properties, LLC, and the City of Marshall, alleging various causes of action, in summary, asserting BHD Properties LLC and the City were liable for the water damage. The City assertively denied all allegations and responsibility; as, in part, the City did not own, possess, nor control the building's third floor or its roof.

Settlement Agreement

On Friday, May 7, 2021, the parties met via ZOOM for mediation and reached an agreement, whereby, in summary, BHD Properties LLC would repair the roof at its cost, and the building owners would strive for an agreement for other building repairs and maintenance; further, the City is not responsible for the building and agreed to dismiss its counter-claim against BHD Properties, LLC.

MARSHALL ♦ LANSING

Attached please find the Settlement Agreement approved by the plaintiff's and BHD Properties, LLC. and a Stipulation to Dismiss.

Recommendation

To conclude this lawsuit, I recommend that the City Council accept the Settlement Agreement and Stipulation to Dismiss the lawsuit. If so, please consider the following Motion:

“Move to accept the Settlement Agreement and Stipulation to Dismiss the lawsuit and authorize the City’s attorneys to execute same and any related documents.”

Recommend 2/3 Roll Call Vote.

Very truly yours,



David M. Revore
Marshall City Attorney

DMR

C: Trisha Nelson, Clerk

STATE OF MICHIGAN
IN THE 37th CIRCUIT COURT FOR THE
COUNTY OF CALHOUN

DRUNCH LLC, DMCABLE LLC, DR. PAUL DOMIN,
PAUL H DOMIN DDS PC, PAIGE DUCHENY, and
DESIGN STUDIO EAST LLC,

Plaintiffs,

v.

Case No. 21-0086 - CK

BHD PROPERTIES LLC, a Michigan Limited Liability
Company, and CITY OF MARSHALL, a Michigan
public body corporate,

Defendants.

Jason N. Machnik (P77704)
Attorney for Plaintiff
Herbert Machnik Law Firm
6281 Stadium Drive
Kalamazoo, MI 49009
(269) 459-1432

Richard C. Lindsey, Jr. (P51342)
Attorney for Defendant BHD Properties LLC
Abbott, Thomson, Mauldin, Parker, Beer & Rick
405 S Jackson St
PO Box 450
Jackson, MI 49201
517-787-8570

David Revore (P68929)
Attorney for Defendant City of Marshall
Revore Law Firm PLLC
836 Centennial Way Ste 130
Lansing, MI 48917
517-993-6686

John Whitman (P37932)
Breanne Neros (P84661)
Attorney for Defendant City of Marshall
Garan Lucow Miller PC
201 S Main St Ste 500
Ann Arbor MI 48104
734-930-5600

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") sets forth the terms of a settlement reached on May 7, 2021, between Drunch LLC, DMCable, LLC, Dr. Paul Domin, Paul H. Domin DDS PC,

Paige Duchenevy, and Design Studio East LLC (collectively referred to as the "Plaintiffs"), BHD Properties LLC ("BHD Properties") and Dr. Harmony Dawson ("Dawson") (BHD Properties and Dawson are collectively referred to as "BHD"), and the City of Marshall ("Marshall"). Plaintiffs, BHD, and Marshall are collectively referred to as the "Parties."

WHEREAS, Plaintiffs have filed a lawsuit against BHD Properties and Marshall in Calhoun County Circuit Court, Case No. 21-0086-CK (the "Lawsuit"); and

WHEREAS, Marshall has filed a cross-claim against BHD Properties in the Lawsuit; and

WHEREAS, the Parties have engaged in extensive negotiations, settlement discussions, and facilitated mediation to resolve their disputes; and

WHEREAS, the Parties have reached an agreement to settle the Lawsuit and resolve all claims between them.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. BHD Properties shall replace the roof on the building at issue in the Lawsuit solely at its cost. BHD Properties will attempt to have the roof replaced as soon as reasonably possible, but in no event will the roof be replaced later than 12 months from May 7, 2021. It is agreed that the Plaintiffs will be intended beneficiaries of the roofing contract(s) between BHD Properties and the contractors hired to replace the roof. Additionally, BHD Properties shall provide the Plaintiffs with the contract it enters into with the general contractor for the replacement of the roof and the Plaintiffs will have access to the general contractor doing the roof replacement, but Plaintiffs shall not have the right to direct the work of the general contractor that will result in any increase in the cost of replacing the roof. Dawson will personally guarantee that the roof

replacement is completed within 12 months from May 7, 2021, however, her guarantee shall be limited to a maximum of \$125,000.

2. BHD Properties shall have reasonable access to Dr. Domin's property for purposes of locating utilities necessary to develop the third floor. The cost of locating utilities for the third floor shall be borne solely by BHD Properties. Likewise, if locating utilities does any damage to the property owned by any of the Plaintiffs, BHD Properties shall repair such damage and restore such property to its pre-existing condition at its sole cost.
3. Plaintiffs and BHD Properties shall take all necessary action to document and record that the requirements in the 1869 covenant regarding the owner of the third-floor being obligated at their own cost and expense to "keep and maintain in good order" the roof of the building shall be terminated as to Plaintiffs. It is the intent of Plaintiffs and BHD Properties that the roof shall be condominiumized such that the owner of the third-floor shall no longer have sole responsibility for paying for the maintenance and repair of the roof. Rather, the cost of paying for the maintenance and repair of the roof shall be shared by all of the owners who are a party to this lawsuit. (Marshall is not an owner of the Property.) It is the goal of Plaintiffs and BHD Properties to ultimately share these costs with all owners of property within the building. This paragraph excludes the obligation to replace the roof in the next 12 months, which shall be the sole responsibility of BHD as set forth in paragraph 1.
4. Plaintiffs and BHD Properties will negotiate in good faith in an attempt to come to an agreement on a condominium agreement for the entire building. This is intended to include the non-party owners. If Plaintiffs and BHD Properties cannot come to an

agreement on the terms of a condominium agreement by themselves, they will go to mediation in an attempt to reach agreement on the terms of a condominium agreement.

5. Marshall agrees that it will facilitate and not unreasonably interfere with the implementation of this Agreement. However, Marshall reserves the right to enforce all of its ordinances.
6. The Parties will execute full and unconditional mutual releases releasing each other for any and all claims relating to the roof, the Development Agreement, and all claims that have been made or could have been made in the Lawsuit.
7. The Parties will dismiss the lawsuit with prejudice and without fees or costs to any party.
8. Plaintiffs and BHD agree that they will encourage the non-party Peck's (owners of property on the second floor) to approve and agree with the terms of this Agreement.

THE PARTIES SIGN BELOW AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT

PLAINTIFFS:

DATE: 5/11/21 Signed: _____
Drunch, LLC by
Darrel Cable, its _____

DATE: 5/11/21 Signed: _____
DMCable, LLC by
Darrel Cable, its _____

DATE: _____ Signed: _____
Dr. Paul Domin

DATE: _____ Signed: _____
Paul H. Domin DDS PC by
Dr. Paul Domin, its _____

DATE: _____

Signed: _____

Paige Duchency

DATE: 5/13/21

Signed: _____

Design Studio East, LLC by
Paige Duchency, its

DATE: 5/17/21

Signed: _____

Laura L. Volkman
Laura L. Volkman (P71882)
Herbert MacInnik Law Firm
Attorney for Plaintiffs

DEFENDANT BHD PROPERTIES LLC, and HARMONY DAWSON

DATE: _____

Signed: _____

BHD Properties, LLC by
Harmony Dawson, its

DATE: _____

Signed: _____

Dr. Harmony Dawson

DATE: _____

Signed: _____

Richard Lindsey (P51342)
Abbott, Thomson, Mauldin, Parker, Beer & Riek
Attorney for BHD Properties, LLC

DEFENDANT CITY OF MARSHALL

DATE: _____

Signed: _____

City of Marshall by

its

DATE: _____

Signed: _____

Breanne Neros (P84661)
Garrin Lucow Miller PC
Attorney for City of Marshall

DATE: _____

Signed: _____

David Revore (P68929)
Revore Law Firm PLC
Attorney for City of Marshall

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF CALHOUN

DRUNCH, LLC, DMCABLE, LLC,
DR. PAUL DOMIN, PAUL H. DOMIN, DDS,
PC, PAIGE DUCHENEY and DESIGN
STUDIO EAST, LLC,

Plaintiffs,

v

Case No.21-86 CK
HON. JOHN HALLACY

BHD PROPERTIES, LLC, a
Michigan limited liability company
and CITY OF MARSHALL, a
Michigan public body corporate,

Defendants.

JASON N. MACHNIK (P77704)
LAURA VOLKMANN (P71882)
HERBERT MACHNIK LAW FIRM
Attorneys for Plaintiffs
6281 Stadium Drive
Kalamazoo, MI 49009
269.459.1432
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laura@volkmannlegal.com

RICHARD C. LINDSEY, JR. (P51342)
ABBOTT, THOMPSON, MAULDIN,
PARKER, BEER & RICK, PLC
Attorney for Defendant-BHD Properties
405 S. Jackson Street, P.O. Box 450
Jackson, MI 49201
517.787.8570
rlindsey@atbplclaw.com

JOHN W. WHITMAN (P37932)
GARAN LUCOW MILLER, P.C.
Attorney for Defendant-City of Marshall
201 South Main Street, 5th Floor
Ann Arbor, MI 48104
734.930.5600/734.930.0043-FAX
jwhitman@garanlucow.com

STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE

The parties, by their respective counsel, hereby stipulate that Plaintiffs, DRUNCH, LLC, DMCABLE, LLC, DR. PAUL DOMIN, PAUL H. DOMIN, DDS, PC, PAIGE DUCHENEY, and DESIGN STUDIO EAST, LLC, will dismiss their Complaint against Defendants, BHD PROPERTIES, LLC, and CITY OF MARSHALL, with prejudice and without costs.

The parties, by their respective counsel, hereby further stipulate that Defendant/Cross-Plaintiff, CITY OF MARSHALL, will dismiss its Cross-Complaint against Defendant/Cross-Defendant, BHD PROPERTIES, LLC, with prejudice and without costs.

This matter has been resolved by way of Settlement.

Dated: May __, 2021 /s/
JASON N. MACHNIK (P77704)
LAURA VOLKMANN (P71882)
Attorneys for Plaintiff

Dated: May __, 2021 /s/
JOHN W. WHITMAN (P37932)
BREANNE M. NEROS (P84661)
Attorney for Defendant-Marshall

Dated: May __, 2021 /s/
RICHARD C. LINDSEY, JR. (P51342)
Attorney for Defendant-BHD

ORDER FOR DISMISSAL WITH PREJUDICE

At a session of said Court held in the 37th Circuit Court, City of Battle Creek, County of Calhoun, State of Michigan, on _____

PRESENT: HON. JOHN HALLACY
Circuit Court Judge

In accordance with the stipulation of the parties,

IT IS HEREBY ORDERED that Plaintiffs, DRUNCH, LLC, DMCABLE, LLC, DR. PAUL DOMIN, PAUL H. DOMIN, DDS, PC, PAIGE DUCHENEY, and DESIGN STUDIO EAST, LLC, will dismiss their Complaint against Defendants, BHD PROPERTIES, LLC, and CITY OF MARSHALL, with prejudice and without costs.

IT IS HEREBY FURTHER ORDERED that Defendant/Cross-Plaintiff, CITY OF MARSHALL, will dismiss its Cross-Complaint against Defendant/Cross-Defendant, BHD PROPERTIES, LLC, with prejudice and without costs.

THIS IS A FINAL ORDER AND DOES CLOSE THE CASE.

HON. JOHN HALLACY
Circuit Court Judge

Prepared By:

/s/ Breanne M. Neros

JOHN W. WHITMAN (P37932)
BREANNE M. NEROS (P84661)
GARAN LUCOW MILLER, P.C.
Attorneys for Defendant-Marshall
201 South Main Street, 5th Floor
Ann Arbor, MI 48104

REVORE LAW FIRM, PLC

ATTORNEYS AT LAW

121 1/2 W. MICHIGAN AVENUE, MARSHALL MICHIGAN 49068
836 CENTENNIAL WAY, SUITE 130, LANSING, MICHIGAN 48917

TELEPHONE (517) 993-6686
FAX (517) 993-5628

DAVID M. REVORE

June 2, 2021

Mayor Joe Caron and Marshall City Council
c/o Tom Tarkiewicz, City Manager
323 W. Michigan Ave.
Marshall, MI 49068

Via Email Delivery

Re: 532 Clinton Street, Marshall Michigan, 49068 – Property Fire Damaged

Dear Mayor Joe Caron, City Council Members, and Mr. Tarkiewicz:

The purpose of this correspondence is to update the City Council as to the above address and to seek Council authorization to file litigation to abate any nuisance and effectuate clean-up of the fire-damaged property.

Background Information

On April 12, 2021, Marshall Fire Department and Marshall Police Department were dispatched to 532 Clinton Street for a structure fire/explosion. Responding personnel observed the residence fully engulfed in fire. At the time of the fire, eight people were inside and required medical treatment. Subsequently, the whereabouts of the property owner are unable to be determined as the house structure remains in a burnt condition and near collapse. Upon information and belief, the property was not insured.

Recommendation

As the house structure remains in a brunt condition and near collapse, authorization from City Council is requested to file litigation seeking a court order to abate any nuisance and effectuate clean-up of the fire-damaged property.

Please consider the following Motion:

“Move to authorize litigation to abate any nuisance and effectuate clean-up of the fire-damaged property and take lawful measures to effectuate same.”

Recommend 2/3 Roll Call Vote.

MARSHALL ♦ LANSING

Re: 532 Clinton Street, Marshall Michigan, 49068 – Property Fire Damaged (6/2/2021)

Please feel free to contact me with any questions or concerns.

Very truly yours,



David M. Revore
Marshall City Attorney

DMR

C: Trisha Nelson, Clerk



Administrative Report
June 7, 2021 – City Council Meeting

REPORT TO: Honorable Mayor and City Council Members

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Purchase Agreement for the Sale of City Property to Michigan Electric Transmission Company, LLC.

BACKGROUND: This new Brooks Substation is needed to supply electrical power to the new industries in the Brooks Industrial Park. This substation will also supply power to the current industrial customers and the Lyon Lake area. The International Transmission Company will be building a 3.5-mile 138,000-volt line to supply the substation. The new substation will add reliability to the area electric needs.

As part of the project, the Michigan Electric Transmission Company will be building a new substation to connect to the Brooks Substation. METC needs to buy 6.397 acres of City owned land to construct their project. Attached is the proposed purchase agreement. The City Attorney has reviewed the documents.

RECOMMENDATION: It is recommended that the Council approve the Purchase Agreement for the sale of City property, being 6.397 acres, part of 53-003-150-01, on 17 Mile Road, to the Michigan Electric Transmission Company, LLC.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

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

Tom Tarkiewicz
City Manager

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

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2021, (the "Effective Date") by and between MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company (the "Purchaser"), whose address is 27175 Energy Way, Novi, Michigan 48377 and CITY OF MARSHALL, a Michigan municipal corporation (the "Seller"), whose address is 323 West Michigan Avenue, Marshall Michigan 49068.

The circumstances underlying the execution of this Agreement are as follows:

A. Seller is the owner of all right, title and interest in that certain real property located in the County of Calhoun, City of Marshall, State of Michigan as more particularly described on **Exhibit A** (the "Property").

B. Purchaser has requested and Seller has agreed to purchase the Property, upon the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following terms and conditions:

1. **Sale and Conveyance.** Seller agrees to sell, warrant and convey the Property to Purchaser, subject only to the Permitted Exceptions, and Purchaser agrees to buy the Property from Seller. The purchase price for the Property (the "Purchase Price") shall be Thirty Thousand and Sixty-Five and .90/100 (\$30,065.90) Dollars which, subject to the terms and conditions hereinafter set forth, shall be paid to Seller by Purchaser at Closing.
2. **Evidence of Title.** Purchaser shall obtain, at Purchaser's cost and expense, a commitment for title insurance from a title insurance company of Purchaser's choice, as well as copies of all documents referred to in the title commitment with respect to the Property (the "Title Company"), in the amount of the Purchase Price committing the Title Company to insure Purchaser's fee simple title in the Property, without standard exceptions (the "Title Policy"). If Purchaser receives said commitment and determines in its sole and absolute discretion that the commitment shows title to the Property to be unsatisfactory, Purchaser may, at its option, terminate this Agreement, in which event neither party shall have any further liability hereunder. The warranty deed issued at Closing shall be subject only to the those exceptions permitted by Purchaser in Purchaser's sole and absolute discretion ("Permitted Exceptions").
3. **Purchaser's License.** As of the Effective Date, Seller grants to Purchaser and third parties authorized by Purchaser, including but not limited to its agents and employees along with unrelated third parties, a non-exclusive license (the "License") to enter the Property to conduct such surveys, inspections and tests as Purchaser and such third parties deem necessary, including but not limited to environmental site assessments and soil borings, as it deems necessary to determine whether or not it wishes to purchase the Property. Purchaser agrees to indemnify, defend, and hold Seller harmless from any and all loss, claim, action, demand and liability relating to or arising out of Purchaser's, or its agents', employees', representatives' or contractors' entry upon the Property under this paragraph which may arise against Seller. If Purchaser determines, in its sole and absolute discretion that the condition of the Property is not acceptable to Purchaser, then Purchaser may, at any time prior to the Closing, terminate this Agreement by giving Seller written notice of termination, in which event neither party shall have any further liability.
4. **Survey.** Purchaser shall, at Purchaser's cost and expense, obtain a survey of the Property, prepared by a registered land surveyor ("Survey"). The Survey shall be in such form and content as is acceptable to Purchaser in Purchaser's sole discretion. The legal description from the Survey shall be the legal description used in the Warranty Deed, the Title Commitment and every other instrument or agreement referencing the

Property. At Purchaser's election the vesting deed legal description may also be utilized. The Survey shall set forth the exact size and location of the Property.

5. Purchaser acknowledges and agrees that, subject to the provisions of Section 6 below, and except as otherwise set forth in this Agreement, (i) Seller has made no representation or warranty whatsoever, express or implied, as to the condition, quantity or quality of the Property, or any portion thereof, and (ii) Purchaser agrees to accept the Property and all portions thereof in "AS IS" condition as of the date hereof, subject to ordinary wear and tear and damage by casualty.

6. **Representations of Seller.** Seller represents, warrants and covenants the following to Purchaser as of both the date this Agreement is executed by Seller and the Closing Date:

- (a) Seller is the owner of the Property and has the right to execute this Agreement and sell the Property.
- (b) Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.
- (c) Upon information and belief, Seller has no knowledge of the existence of any toxic or hazardous substance or contaminant deposited on or under the Property.
- (d) Seller is in full and complete possession and control of the Property and there are no liens, encumbrances or mortgages on or against the Property that will not be paid and discharged at Closing.
- (e) There are no liens, encumbrances, mortgages, restrictions, easements, assessments, lawsuits, or other matters on or against the Property that are not of record.
- (f) Except as may otherwise be set forth on the Title Commitment to be obtained by Purchaser, there are no agreements, leases, licenses, options, or other to use, occupy or purchase any part of the Property to which Seller is a party, and no party other than Purchaser has been granted any right by Seller to use or possess any part of the Property as tenant, licensee or otherwise.
- (g) Seller has no knowledge or information and is otherwise not on notice that the Property is in violation of any federal, state or local law, rule, order, regulation or ordinance.

7. **Closing.** The Closing of the transactions contemplated under this Agreement (the "Closing") shall take place via escrow or at a mutually agreed upon date and location on or before _____, 2021 ("Closing Date") or at a later date if mutually agreed upon by the parties.

If the Purchaser does not close by the Closing Date as required herein, either party shall have the right to terminate this Agreement, and this Agreement shall thereafter be of no further force or effect.

Further, the obligation of Purchaser to consummate the purchase of the Property is contingent upon each of the following conditions precedent or contingencies being satisfied in Purchaser's sole discretion, or the written waiver thereof by Purchaser:

- (a) Seller shall be able to convey marketable fee simple title and possession to the Property in the condition required under this Agreement.
- (b) Purchaser shall have received and accepted the Survey in the condition required under this Agreement.

- (c) Seller shall not have breached any covenant, representation or warranty made under this Agreement and shall have complied with all of the terms and conditions of this Agreement.
- (d) Purchaser shall have obtained, or will obtain, approvals from any and all relevant municipal entities in connection with zoning, special use permits, and land division applications or other orders and such site plan approvals necessary or appropriate under applicable zoning laws and regulations as are required for Purchaser's intended use of the Property.

If any of the foregoing conditions precedent or contingencies are neither satisfied in Purchaser's sole discretion nor waived by Purchaser in writing in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement and this Agreement shall thereafter be of no further force or effect and neither party shall have any further liability.

8. **Deliveries by Seller.**

- (a) At the Closing, Seller shall deliver the following to Purchaser:
 - (i) A Warranty Deed to the Property subject only to the Permitted Exceptions, duly executed and acknowledged by Seller and in the form attached hereto as **Exhibit B**;
 - (ii) A Real Estate Transfer Tax Valuation Affidavit;
 - (iii) Such affidavits or indemnity agreements as the Title Company shall require in order to issue an owner's policy of title insurance free of any standard exceptions;
 - (iv) A certification and affidavit (FIRPTA) as required by the Foreign Investors Real Property Tax Act, as amended;
 - (v) A closing statement reflecting the payments, credits and prorations called for in this Agreement;
 - (vi) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, including without limitation such documents as may be reasonably required by the Title Company for the issuance of the Title Policy or a marked-up title commitment in the form required under Section 2 above;
 - (vii) Possession of the Property.

9. **Deliveries by Purchaser.**

- (a) **Closing Deliveries.** At Closing, Purchaser shall deliver to Seller the following:
 - (i) The Purchase Price plus or minus the credits and prorations required under this Agreement;
 - (ii) A closing statement reflecting the payments, credits and prorations called for in this Agreement;
 - (iii) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby; and

10. **Prorations, Adjustments and Expenses.** The following items shall be prorated and/or adjusted as of the date of the Closing:

- (a) Each party shall pay all its own legal fees incurred in connection with this Agreement and the transactions contemplated hereby;
- (b) State and County transfer taxes shall be paid by Seller;
- (c) All real estate taxes and assessments (including any interest, penalties, redemption surcharges or other fees or costs pertaining to late payment) which have become due and payable or a lien with respect to the Property prior to the Closing shall be paid in full by Seller on or prior to the Closing. Notwithstanding the foregoing, all current real estate taxes (those which first became due and payable with respect to the Property in the twelve month period prior to the Closing) shall be prorated as of the Closing and shall be allocated to Purchaser or Seller, as the case may be, according to the due date basis of the taxing authority, without regard to when said taxes became a lien under P.A. 80 and 279 of 1994, and without regard to the fiscal year of any taxing authority. The taxes so prorated shall be deducted from or added to the purchase price, as the case may be. For purposes of this paragraph, all such taxes shall be considered to be paid prospectively and not in arrears.
- (d) Purchaser shall pay for the cost of recording the Warranty Deed and any standard closing costs charged by the Title Company;
- (e) All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted shall be so prorated or adjusted.

11. **Remedies.** If either Seller or Purchaser breaches or fails to perform its obligations under this Agreement, the other party may either (i) seek specific performance of this Agreement; or (ii) terminate this Agreement.

12. **Attorneys' Fees.** In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the this Agreement, each party shall be responsible for its individual fees and expenses, including its attorneys' fees.

13. **Notices.** All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party hereafter may designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Seller:

City Manager
323 W. Michigan Avenue
Marshall, Michigan 49068

If to Purchaser:

Michigan Electric Transmission Company, LLC
27175 Energy Way
Novi, Michigan 48377
Attn: Real Estate Manager

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery with signed receipt; by overnight courier service, with an original by regular mail. Any such notice or communication shall be deemed received upon actual receipt or one (1) business day after attempted delivery in the event the addressee refuses delivery.

14. **Brokers.** Seller represents that it has not dealt with any broker or agent in connection with this transaction. Seller hereby indemnifies and holds harmless Purchaser from all loss, cost and expense (including reasonable attorney's fees) arising out of a breach of its representation or undertaking set forth in this Section. The provisions of this Section shall survive Closing or the termination of this Agreement.

15. **Miscellaneous.**

- (a) **Assignability.** Purchaser shall not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person without Seller's written consent. Seller shall not assign this Agreement without the prior written consent of the Purchaser. No other person shall be a third party beneficiary under, or have any rights or remedies under or with respect to, this Agreement
- (b) **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan, in the County of Calhoun.
- (c) **Parties in Interest.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.
- (d) **Recording.** Seller shall not record this Agreement or any notice or memorandum hereof in any public record, except as required for City Council (Seller) action and as a matter of public record for the property conveyance. A violation of this prohibition shall constitute a material breach of this Agreement.
- (e) **Time of the Essence.** Time is of the essence with respect to the observance of the terms and conditions of this Agreement.
- (f) **Headings.** The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect or be used in determining the intent of the parties to it.
- (g) **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (h) **Exhibits.** All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

- (i) Entire Agreement. This Agreement, including the Exhibits and documents to be delivered by Seller and Purchaser contemplated herein, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein.
- (j) Waivers. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing, signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.
- (k) Amendments. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

City of Marshall
A Michigan municipal corporation

By: _____

Name: _____

Its: _____

PURCHASER:

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company

By: ITC Holdings Corp., its manager

By: _____

Jean Kim D'Anna

Its: Vice President and Deputy General Counsel Legal Services

EXHIBIT A

LEGAL DESCRIPTION

[TO BE CONFIRMED BY SURVEY]

Part of the Southeast 1/4 of Section 2, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as: Commencing at the East 1/4 corner of Section 2, Town 3 South, Range 6 West; thence South 00 degrees 00 minutes 46 seconds West, along the East line of Section 2, 745.00 feet; thence North 88 degrees 36 minutes 28 seconds West 573.45 feet to the Point of Beginning; thence South 00 degrees 05 minutes 28 seconds East 369.33 feet; thence North 88 degrees 36 minutes 28 seconds West 754.70 feet; thence North 00 degrees 05 minutes 28 seconds West 369.33 feet; thence South 88 degrees 36 minutes 28 seconds East 754.70 feet to the Point of Beginning. Containing 278,644 square feet or 6.397 acres, more or less.

PROPOSED PARCEL "A" (part of 53-003-150-01).

EXHIBIT B

DEED

WARRANTY DEED

WARRANTY DEED

THE GRANTOR(S): CITY OF MARSHALL, a Michigan municipal corporation, whose address is 323 West Michigan Avenue, Marshall Michigan 49068, conveys and warrants to Michigan Electric Transmission Company, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, MI 48377, the following described premises situated in the City of Marshall, County of Calhoun, State of Michigan:

SEE EXHIBIT 1

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, including riparian rights, easements, rights-of-way, roadways, minerals and mineral rights, oil, gas and other hydrocarbon substances, water and water rights, timber and timber rights and air rights and subject to the Permitted Exceptions listed on Exhibit 2 only

for the amount set forth in the accompanying Real Estate Transfer Tax Valuation Affidavit.

Public Act 591 of 1997 requires the following: this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Dated this _____ day of _____, 2021.

[Signatures on Following Page]

GRANTOR:

CITY OF MARSHALL,
a Michigan municipal corporation

By: _____

Name: _____

Its: _____

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing Warranty Deed was acknowledged before me this _____ day of _____, 2021,
_____ the _____ of the City of Marshall, a
Michigan municipal corporation, on behalf of the City.

Notary Public
_____ County, Michigan
My Commission Expires: _____

County Treasurer's Certificate		City Treasurer's Certificate	
Drafted By: Matthew Hetzner, Esq. ITC Holdings Corp. 27175 Energy Way Novi, MI 48377	When Recorded Return To: Real Estate Manager ITC Holdings Corp. 27175 Energy Way Novi, MI 48377	Send Subsequent Tax Bills to: Michigan Electric Transmission Company, LLC 27175 Energy Way, Novi, MI 48377	

Recording Fee: _____
Tax I.D. No.: _____

EXHIBIT 1

[LEGAL DESCRIPTION TO BE INSERTED PER SURVEY]

Part of the Southeast 1/4 of Section 2, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as: Commencing at the East 1/4 corner of Section 2, Town 3 South, Range 6 West; thence South 00 degrees 00 minutes 46 seconds West, along the East line of Section 2, 745.00 feet; thence North 88 degrees 36 minutes 28 seconds West 573.45 feet to the Point of Beginning; thence South 00 degrees 05 minutes 28 seconds East 369.33 feet; thence North 88 degrees 36 minutes 28 seconds West 754.70 feet; thence North 00 degrees 05 minutes 28 seconds West 369.33 feet; thence South 88 degrees 36 minutes 28 seconds East 754.70 feet to the Point of Beginning. Containing 278,644 square feet or 6.397 acres, more or less.

PROPOSED PARCEL "A" (part of 53-003-150-01).

EXHIBIT 2
PERMITTED EXCEPTIONS

CERTIFICATE OF SURVEY

ORIGINAL PARCEL



W. LINE OF NE 1/4 OF SE 1/4 SEC. 2

N00°05'28"W 578.63'

ORIGINAL PARCEL

769,085 SQ.FT./
17.656 ACRES

OWNER: CITY OF MARSHALL
PARCEL ID: 53-003-150-01

PARCEL ID: 11-102-051-00

S. LINE OF NE 1/4 OF SE 1/4 SEC. 2

N88°32'01"W 1327.14'

S88°36'28"E 1328.15'

PARCEL ID: 53-003-150-02

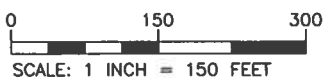
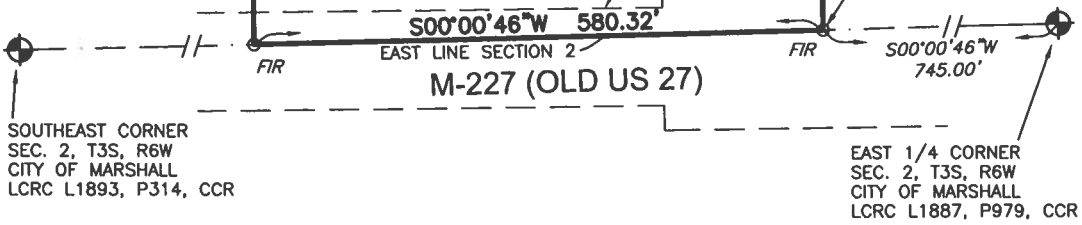
PARCEL ID: 53-003-070-00

LEGEND

- FIR FOUND IRON ROD
- SET SET 1/2"x18" REBAR W/CAP #50458
- POB POINT OF BEGINNING

APPROXIMATE LIMITS OF MDOT ROW

POB
PARENT PARCEL &
PARCEL "B"



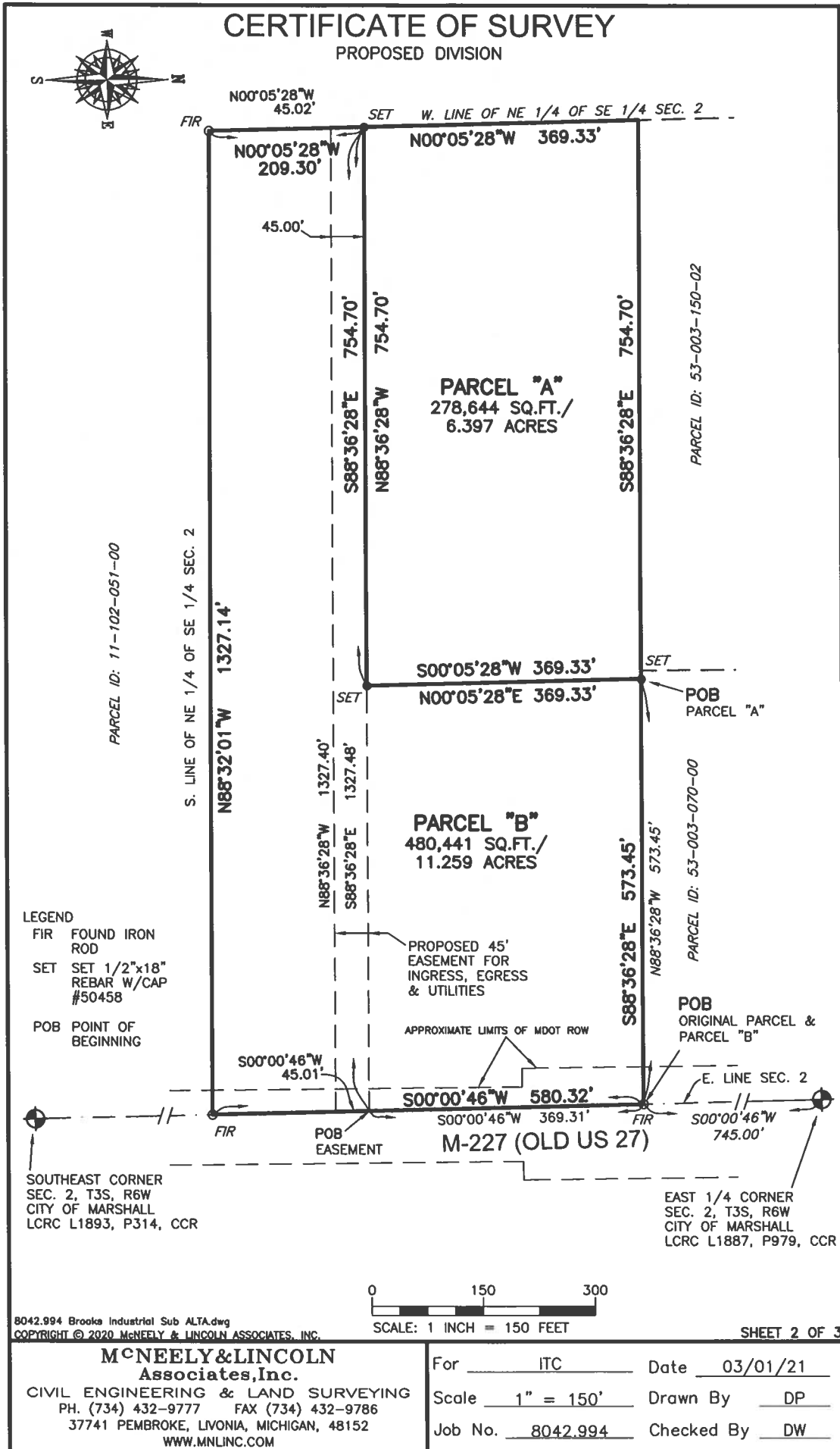
8042.994 Brooks Industrial Sub ALTA.dwg
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SHEET 1 OF 3

<p>McNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p>	<p>For <u>ITC</u> Date <u>03/01/21</u> Scale <u>1" = 150'</u> Drawn By <u>DP</u> Job No. <u>8042.994</u> Checked By <u>DW</u></p>
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CERTIFICATE OF SURVEY

PROPOSED DIVISION



CERTIFICATE OF SURVEY

PARCEL DESCRIPTIONS

ORIGINAL PARCEL

Calhoun Co. Tax ID #53-003-150-01
(per Warranty Deed, L. 3787, P. 900, CCR)

A parcel of land located in the Southeast 1/4 of Section 2, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan being described as:

Commencing at the East 1/4 corner of Section 2, Town 3 South, Range 6 West;
thence South 00 degrees 00 minutes 46 seconds West 745.00 feet along the East line of said Section 2 to the Point of Beginning of the following described parcel; thence continuing South 00 degrees 00 minutes 46 seconds West 580.32 feet along said East line to the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 2; thence North 88 degrees 32 minutes 01 seconds West 1327.14 feet along said South line to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 2; thence North 00 degrees 05 minutes 28 seconds West 578.63 feet along said West line; thence South 88 degrees 36 minutes 28 seconds East 1328.15 feet parallel with the East-West 1/4 line of said Section 2 to the Point of Beginning; said parcel contains 17.65 acres, more or less; said parcel being subject to the rights of the public over and across that portion currently being used for road purposes; said parcel being subject to any easements or restrictions of use or record.

PROPOSED PARCEL "A" (part of 53-003-150-01)

Part of the Southeast 1/4 of Section 2, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as:

Commencing at the East 1/4 corner of Section 2, Town 3 South, Range 6 West;
thence South 00 degrees 00 minutes 46 seconds West, along the East line of Section 2, 745.00 feet;
thence North 88 degrees 36 minutes 28 seconds West 573.45 feet to the **Point of Beginning**;
thence South 00 degrees 05 minutes 28 seconds East 369.33 feet;
thence North 88 degrees 36 minutes 28 seconds West 754.70 feet;
thence North 00 degrees 05 minutes 28 seconds West 369.33 feet;
thence South 88 degrees 36 minutes 28 seconds East 754.70 feet to the **Point of Beginning**. Containing 278,644 square feet or 6.397 acres, more or less.

PROPOSED PARCEL "B" (part of 53-003-150-01)

Part of the Southeast 1/4 of Section 2, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as:

Commencing at the East 1/4 corner of Section 2, Town 3 South, Range 6 West;
thence South 00 degrees 00 minutes 46 seconds West, along the East line of Section 2, 745.00 feet to the **Point of Beginning**;
thence South 00 degrees 00 minutes 46 seconds West 580.32 feet;
thence North 88 degrees 32 minutes 01 second West 1327.14 feet;
thence North 00 degrees 05 minutes 28 seconds West 209.30 feet;
thence South 88 degrees 36 minutes 28 seconds East 754.70 feet;
thence North 00 degrees 05 minutes 28 seconds West 369.33 feet;
thence South 88 degrees 36 minutes 28 seconds East 573.45 feet to the **Point of Beginning**. Containing 490,441 square feet or 11.259 acres, more or less. Subject to the rights of the public over the eastern part of the above described parcel for State Highway M-227 (old US-27).

CERTIFICATION:

I hereby certify that this survey was completed by me, a duly licensed Surveyor in the State of Michigan, or under my direct supervision, that the positional error of all corners is within limits acceptable to the profession of Land Surveying, and that the requirements of PA 132 of 1970, as amended, have been met.



David P. White, PS #4001050458



8042.994 Brooks Industrial Sub ALTA.dwg

SHEET 3 OF 3

McNEELY & LINCOLN
Associates, Inc.
CIVIL ENGINEERING & LAND SURVEYING
PH. (734) 432-9777 FAX (734) 432-9786
37741 PEMBROKE, LIVONIA, MICHIGAN, 48152
WWW.MNLINC.COM

For ITC Date 03/01/21
Scale NA Drawn By DP
Job No. 8042.994 Checked By DW



Administrative Report
June 7, 2021 – City Council Meeting

REPORT TO: Honorable Mayor and City Council Members
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Access Easement Agreement for Brooks Substation

BACKGROUND: This new Brooks Substation is needed to supply electrical power to the new industries in the Brooks Industrial Park. This substation will also supply power to the current industrial customers and the Lyon Lake area. The International Transmission Company will be building a 3.5-mile 138,000-volt line to supply the substation. The new substation will add reliability to the area electric needs.

As part of the project, the Michigan Electric Transmission Company will be building a new substation to connect to the Brooks Substation. An easement is needed to access their portion of the project. Attached is the proposed access easement agreement. The City Attorney has reviewed the documents.

RECOMMENDATION: It is recommended that the Council approve the Access Easement Agreement between the City of Marshall and Michigan Electric Transmission Company, LLC for access, ingress, and egress to property to be purchased by the Michigan Electric Transmission Company, LLC property on 17 Mile Road, effective only after the purchase of the 6.397 acres, part of 53-003-150-01, on 17 Mile Road.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

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

Tom Tarkiewicz
City Manager

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

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this “Easement”) is entered into as of this ____ day of _____, by and between CITY OF MARSHALL, a Michigan municipal corporation (“Grantor”), whose address is 323 West Michigan Avenue, Marshall Michigan 49068 and MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company (“Grantee”), whose address is 27175 Energy Way, Novi, Michigan 48377.

RECITALS:

A. Grantor, as seller, and Grantee, as purchaser, are parties to that certain Purchase Agreement dated _____, (the “Purchase Agreement”).

B. Pursuant to the Purchase Agreement, Grantor has sold certain real property to Grantee consisting of approximately 6.397 acres (“Grantee’s Property”), all of which property is located in the City of Marshall, Calhoun County, Michigan. The Grantee’s Property is legally described in Exhibit A attached hereto and the Grantor’s Property is legally described in Exhibit B attached hereto (“Grantor’s Property”).

C. Grantee’s Property is located adjacent to Grantor’s Property as depicted on Exhibit C and does not abut or have access to a public road.

D. Grantee desires to obtain from Grantor and Grantor desires to provide to Grantee an easement for access, ingress, and egress to and from Grantee’s Property across a portion of Grantor’s Property in order to access 17 Mile road together with the right of Grantee to construct, reconstruct, maintain, repair, upgrade, expand, replace, relocate, remove, use and operate communication equipment and/or utility lines and similar facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across portions of Grantor’s Property (“Grantee’s Operations”) as depicted and legally described on Exhibit D attached hereto.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Access Easement. Grantor grants, for the benefit of the present and future owners of Grantee's Property and any future divisions thereof, and their respective successors, assigns, mortgagees, lessees, employees, agents, licensees and invitees, an exclusive perpetual easement as depicted and legally described in **Exhibit D** (the "Easement Area") for ingress and egress on, over, across and through Grantor's Property in order to access 17 Mile road and perform Grantee's Operations within such Easement Area. The Easement Area is for the purpose of access, ingress and egress to Grantee's Property on, over, through, and across Grantor's Property and to provide utilities to Grantee's Property and otherwise perform Grantee's Operations thereon. Grantor acknowledges and agrees that neither Grantor nor any of Grantor's agents, licensees or invitees shall interfere with Grantee's use and enjoyment of the Easement Area for the purposes set forth herein.

2. Construction and Maintenance of Easement Area and Access Drive.

Grantor shall, at Grantor's sole expense, install an access drive (the "Access Drive") within the bounds of the Easement Area. Upon the Access Drive being installed as provided herein, Grantor shall also be responsible, at its sole expense, to cause the Access Drive to be maintained, repaired and/or replaced in accordance with all applicable laws, rules and regulations. The Grantor shall be required to maintain, at Grantor's sole expense, the Access Drive, including snow removal, as necessary for Grantee's and Grantor's mutual use of the Access Drive for ingress and egress. In the event Grantor fails to comply with the requirements of this Paragraph 2, Grantee may perform the obligations of Grantor herein and Grantor shall reimburse Grantee for its actual costs and expenses within 30 days after Grantee submits an invoice to Grantor for all such costs and expenses.

3. Successors. This Easement shall be binding upon and inure to the benefit of the parties designated herein, their heirs, executors, administrator, beneficiaries, successors and assigns.

4. Governing Law. This Easement shall be construed in accordance with laws of the State of Michigan.

5. Headings. The paragraph headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement and shall not be considered in any construction or interpretation of this Easement or any part thereof.

6. Counterparts. This Easement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts when taken together shall constitute one and the same Easement.

7. Severability. In the event any provisions of this Easement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder thereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8. Amendments. Any amendment or modification of this Easement must be in writing, executed by all of the then current owners of the Grantor's Property and Grantee's Property and recorded with the Calhoun County Register of Deeds.

9. Remedies. In the event of any violation and threatened violation of any of the provisions of this Easement by one of the parties, the other party shall have the right to apply to a court of competent jurisdiction for an injunction or temporary restraining order against such violation or threatened violation and/or for a decree of specific performance in addition to any other remedy allowed by law.

10. Easement Runs With The Land. This Easement shall be recorded by the parties hereto. The Easement granted herein shall run with the land.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(a) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(a).

IN WITNESS WHEREOF, the parties below have executed this Easement as of the date stated above.

(SIGNATURES ON NEXT PAGE)

GRANTOR:

CITY OF MARSHALL,
a Michigan municipal corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, _____ the _____ of the City of Marshall, a Michigan municipal corporation, on behalf of the City.

Notary Public, _____ County, _____
My Commission Expires: _____
Acting in the County of _____

GRANTEE:

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC,
a Michigan limited liability company

By: ITC Holdings Corp., its sole manager

By: _____

Jean Kim D'Anna

Its: Vice President and Deputy General Counsel, Legal Services

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ by Jean Kim D'Anna, the Vice President and Deputy General Counsel of ITC Holdings Corp., a Michigan corporation, on behalf of the limited liability company.

Notary Public, _____ County, _____
My Commission Expires: _____
Acting in the County of _____

Drafted by:
Matthew S. Hetzner (P73044)
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377

When recorded return to:
Real Estate Manager
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377

EXHIBIT A

GRANTEE'S PROPERTY

Part of the Southeast 1/4 of Section 2, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as: Commencing at the East 1/4 corner of Section 2, Town 3 South, Range 6 West; thence South 00 degrees 00 minutes 46 seconds West, along the East line of Section 2, 745.00 feet; thence North 88 degrees 36 minutes 28 seconds West 573.45 feet to the Point of Beginning; thence South 00 degrees 05 minutes 28 seconds East 369.33 feet; thence North 88 degrees 36 minutes 28 seconds West 754.70 feet; thence North 00 degrees 05 minutes 28 seconds West 369.33 feet; thence South 88 degrees 36 minutes 28 seconds East 754.70 feet to the Point of Beginning. Containing 278,644 square feet or 6.397 acres, more or less.

PROPOSED PARCEL "A" (part of 53-003-150-01)

Also surveyed as:

PROPOSED PARCEL "A" (part of 53-003-150-01)

Part of the Southeast 1/4 of Section 2, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as:

**Commencing at the East 1/4 corner of Section 2, Town 3 South, Range 6 West;
thence South 00 degrees 00 minutes 46 seconds West, along the East line of Section 2, 745.00 feet;
thence North 88 degrees 36 minutes 28 seconds West 573.45 feet to the Point of Beginning;
thence South 00 degrees 05 minutes 28 seconds East 369.33 feet;
thence North 88 degrees 36 minutes 28 seconds West 754.70 feet;
thence North 00 degrees 05 minutes 28 seconds West 369.33 feet;
thence South 88 degrees 36 minutes 28 seconds East 754.70 feet to the Point of Beginning. Containing 278,644 square feet or 6.397 acres, more or less.**

EXHIBIT B

GRANTOR'S PROPERTY

PROPOSED PARCEL "B" (part of 53-003-150-01)

Part of the Southeast 1/4 of Section 2, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as:

Commencing at the East 1/4 corner of Section 2, Town 3 South, Range 6 West;

thence South 00 degrees 00 minutes 46 seconds West, along the East line of Section 2, 745.00 feet to the **Point of Beginning**;

thence South 00 degrees 00 minutes 46 seconds West 580.32 feet;

thence North 88 degrees 32 minutes 01 second West 1327.14 feet;

thence North 00 degrees 05 minutes 28 seconds West 209.30 feet;

thence South 88 degrees 36 minutes 28 seconds East 754.70 feet;

thence North 00 degrees 05 minutes 28 seconds West 369.33 feet;

thence South 88 degrees 36 minutes 28 seconds East 573.45 feet to the **Point of Beginning**. Containing 490,441 square feet or 11.259 acres, more or less. Subject to the rights of the public over the eastern part of the above described parcel for State Highway M-227 (old US-27).

EXHIBIT C

SURVEY DEPICTION OF GRANTOR AND GRANTEE PARCELS

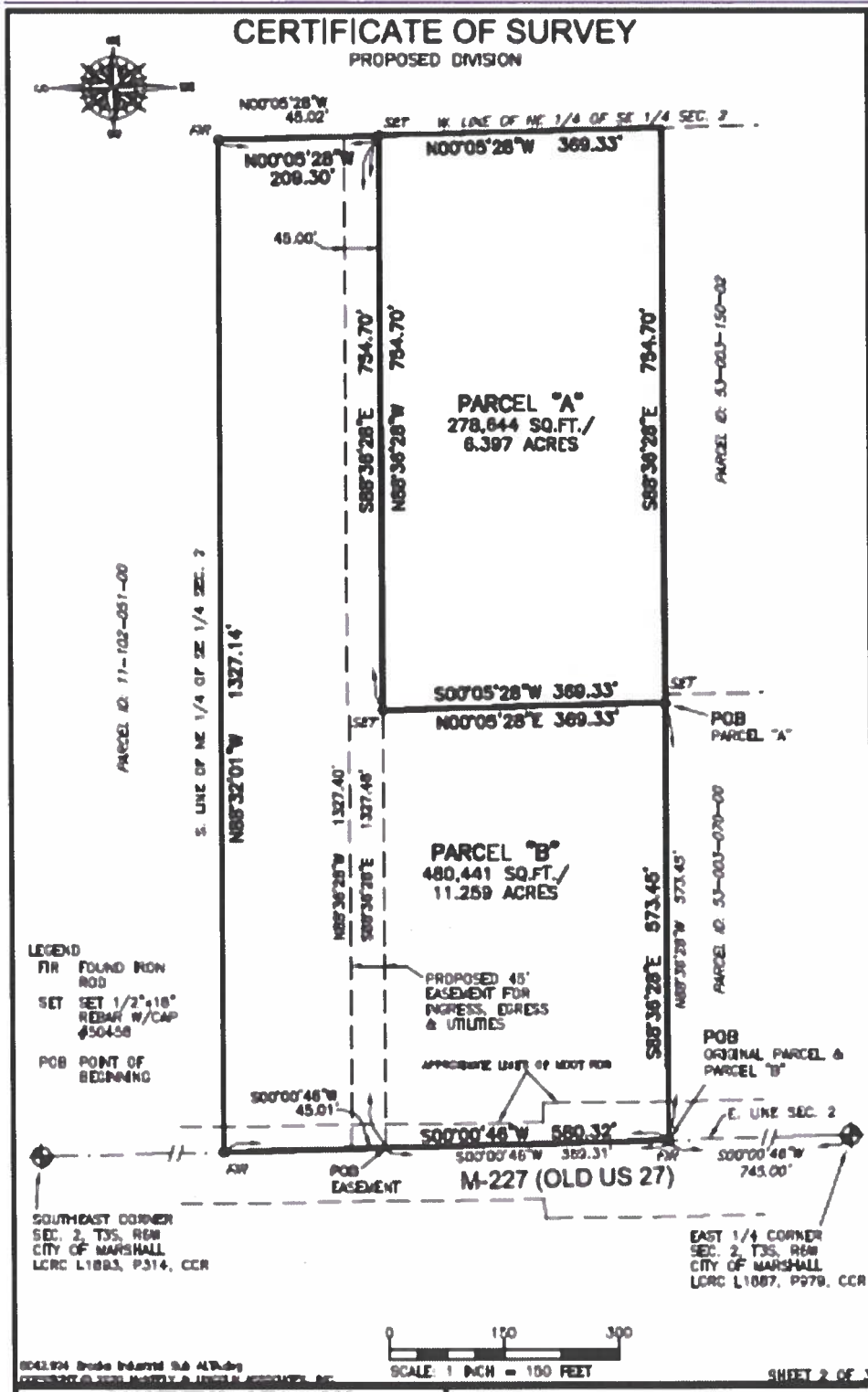
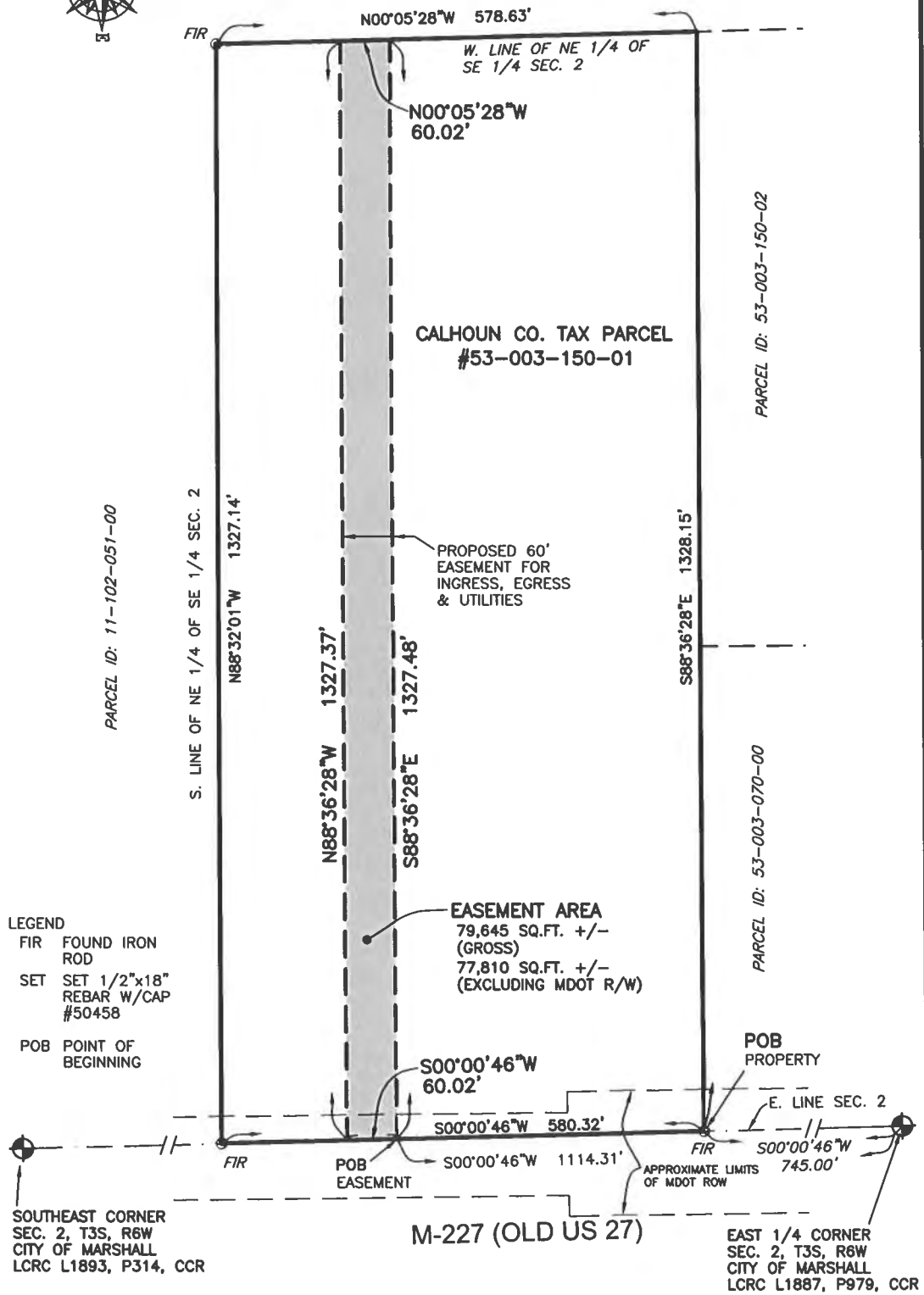


EXHIBIT D

EASEMENT AREA SURVEY AND LEGAL DESCRIPTION

[see attached]

EXHIBIT "A"

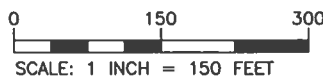


- LEGEND**
- FIR FOUND IRON ROD
 - SET SET 1/2"x18" REBAR W/CAP #50458
 - POB POINT OF BEGINNING

EASEMENT AREA
 79,645 SQ.FT. +/- (GROSS)
 77,810 SQ.FT. +/- (EXCLUDING MDOT R/W)

SOUTHEAST CORNER
 SEC. 2, T3S, R6W
 CITY OF MARSHALL
 LCRC L1893, P314, CCR

EAST 1/4 CORNER
 SEC. 2, T3S, R6W
 CITY OF MARSHALL
 LCRC L1887, P979, CCR



8042.994 Brooks Industrial Sub ALTA.dwg
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SHEET 1 OF 2

McNEELY & LINCOLN
 Associates, Inc.

CIVIL ENGINEERING & LAND SURVEYING
 PH. (734) 432-9777 FAX (734) 432-9786
 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152
 WWW.MNLINC.COM

For ITC Date 05/27/21
 Scale 1" = 150' Drawn By DP
 Job No. 8042.994 Checked By DW

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

Calhoun Co. Tax ID #53-003-150-01
(per Warranty Deed, L. 3787, P. 900, CCR)

A parcel of land located in the Southeast 1/4 of Section 2, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan being described as:

Commencing at the East 1/4 corner of Section 2, Town 3 South, Range 6 West;
thence South 00 degrees 00 minutes 46 seconds West 745.00 feet along the East line of said Section 2 to the Point of Beginning of the following described parcel; thence continuing South 00 degrees 00 minutes 46 seconds West 580.32 feet along said East line to the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 2; thence North 88 degrees 32 minutes 01 seconds West 1327.14 feet along said South line to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 2; thence North 00 degrees 05 minutes 28 seconds West 578.63 feet along said West line; thence South 88 degrees 36 minutes 28 seconds East 1328.15 feet parallel with the East-West 1/4 line of said Section 2 to the Point of Beginning; said parcel contains 17.65 acres, more or less; said parcel being subject to the rights of the public over and across that portion currently being used for road purposes; said parcel being subject to any easements or restrictions of use or record.

DESCRIPTION OF EASEMENT AREA

A 60 foot wide easement for ingress, egress and public utilities, being part of the Southeast 1/4 of Section 2, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan, described as:

Commencing at the East 1/4 corner of Section 2, Town 3 South, Range 6 West;
thence South 00 degrees 00 minutes 46 seconds West, along the East line of Section 2, 1114.31 feet to the Point of Beginning;
thence South 00 degrees 00 minutes 46 seconds West 60.02 feet;
thence North 88 degrees 36 minutes 28 seconds West 1327.37 feet;
thence North 00 degrees 05 minutes 28 seconds West 60.02 feet;
thence South 88 degrees 36 minutes 28 seconds East 1327.48 feet to the Point of Beginning Subject to the rights of the public over the Easterly part of the above described land for State Highway M-227 (old US-27).

8042.994 Brooks Industrial Sub ALTA.dwg
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SHEET 2 OF 2

<p>McNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p>	<p>For <u>ITC</u> Date <u>05/27/20</u> Scale <u>NA</u> Drawn By <u>DP</u> Job No. <u>8042.994</u> Checked By <u>DW</u></p>
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ADMINISTRATIVE REPORT
June 7, 2021 - COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Eric Zuzga, Director of Special Projects
Marguerite Davenport, Director of Public Services

SUBJECT: Green Street Reconstruction Project

BACKGROUND: The City of Marshall is experiencing welcomed growth in the downtown area. Specifically, within the area bounded by East Green Street, South Eagle Street, South Jefferson Street, and Michigan Avenue. The follow factors were the main impetus for City staff to put out an RFP titled "Green Street Reconstruction on April 16, 2021:

- City staff are aware of 13 apartments under renovation in calendar year 2022.
- City Council, in coordination with MAEDA, has approved a social district downtown after the passing of state legislation aimed at helping the food and beverage industry through the corona virus pandemic.
- The DDA has entertained a consolidated trash program for this block multiple times over the past several years. Most recently, DDA was asked to approve an off-property dumpster for 101 E Michigan Avenue because the property owner does not have ability to hold trash on-property. At the March DDA meeting, the board requested City staff come up with a solution to the trash request in 2021.

In response to the driving forces above, City staff wrote an RFP to encompass a solution for the entire area shown below:



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

Responses to the RFP were received on May 12, 2021. After review of the proposals, it was decided selection of the engineering firm should be decided by a group of stakeholders. The following stakeholders were invited to participate in an interview process on May 19, 2021 at Marshall District Library (all but Mark Walker were able to participate):

- Ryan Traver: Blufish Owner, City Council Member
- Pam Wolfersberger: Marshall Area Farmers Market Manager
- Sue Damron: Schuler's Restaurant and Pub owner
- Amy Crisp: MAEDA
- Angela Semifero: Marshall District Library
- Mark Walker: Outside the Box Owner

After hearing presentations from three consulting groups the stakeholder group unanimously agreed that Progressive AE was the most qualified firm. In an effort to focus on abilities and presentation of skills, the proposal prices were not shared with the stakeholder committee prior to the presentations. Additionally, City staff thought the scope of work might change after the committee was gathered and wanted to make sure a final scope was presented to the top proposer so that accurate design engineering costs could be established. Below are the proposed prices for the **original RFP**:

Consultant	City	Price
Progressive AE*	Grand Rapids	\$29,700
Vriesman & Korhorn*	Kalamazoo	\$42,800
LRE*	Walker	\$59,800
ROWE, Inc	Kentwood	\$99,200
ENG, Inc	Lansing	\$99,210

*firm presented at the May 19, 2021 committee meeting

The funding for construction of this project is not completely determined at this time. The section of Green Street included in the RFP is planned for rehabilitation in 2022 through the street millage. Before we can understand the complete construction cost, we need to execute a design contract so that concept designs can be completed. Based on the general area, City staff propose that 50% of the engineering fees be supported by DDA and 50% supported by the street millage.

Based on the committee's decision to work with Progressive AE, City staff discussed a slight change in the final scope of work with them. Additional community engagement events were added to the RFP, as the original scope did not include community engagement at the level the committee desires. Progressive provided an updated proposal with a final cost of \$36,500. At the May 27, 2021 DDA supported 50% of the planning and design fees for an amount not to exceed \$18,250.

RECOMMENDATION: It is recommended council approve the design engineering proposal from Progressive AE in the amount of \$36,500, with \$18,250 paid from the Streets millage and \$18,250 being paid by the Downtown Development Authority .

FISCAL EFFECTS: The approved amount above will be expensed form the Street Millage Professional Services line item 204-441-801.00.

CITY GOAL CLASSIFICATON: Goal Area 2: Vibrant Downtown

Respectfully submitted,



Tom Tarkiewicz
City Manager



Marguerite Davenport
Director of Public
Services



Eric Zuzga
Director of Special
Projects



ADMINISTRATIVE REPORT
June 7, 2021 – City Council Meeting

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
 Marguerite Davenport, Director of Public Services

SUBJECT: Industrial Road Watermain Engineering

BACKGROUND: The City of Marshall Water Department needs to replace approximately 4,000-feet of watermain under Industrial Road from Dobbins Court to South Kalamazoo Avenue. The watermain is 8-inch in diameter with a pre-1960 installation date. Over the past several years, this section of watermain has experienced a large number of breaks. When excavating for the repairs the crew has found the pipe in poor condition, not only at the break point, but also throughout the length of pipe exposed for the repair.

In preparation for the construction, staff issued an RFP on May 7, 2021 for design engineering services. Seven proposals were received on May 27, 2021 with results as follows:

Consultant	City	Price	Construction
ENG, Inc.	Lansing	\$28,982.50	8.5%
Vriesman & Korhorn	Byron Center	\$37,700	6%
L.R.E. Engineers	Walker	\$52,800	\$91,600
Stantec	Ann Arbor	\$56,060	12–14%
Hurley & Stewart	Kalamazoo	\$58,700	8%
ROWE Professional	Lansing	\$62,000	8%
Jones & Henry Engineers	Kalamazoo	\$64,754.06	6%

The proposed section of Industrial Road is a MDOT trunkline (M-227) and paved approximately five years ago. The RFP requested that proposers show experience in low impact construction methods so that surface restoration costs can be minimized. Staff are recommending the proposal from Vriesman & Korhorn in the amount of \$37,700. The proposal, while the second lowest price, will be lower when Construction Engineering is included. Vriesman & Korhorn has experience in watermain for high traffic, industrial areas. References were sought for the proposer with specific discussion of industrial, high traffic areas. The feedback was positive and described the firm’s good communication and attention to detail.

This project is planned for fiscal year 2023, but the design and planning are necessary now. The permitting processes with MDOT for their right-of-way

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and EGLE for the watermain take up 3 months with detailed coordination and reviews. The existing conditions also play an integral role in the design because of the number of breaks. For the era of cast iron installed the watermain has reached its useful life (60-years). However, due diligence should be completed to ensure there is not additional factors influencing the breaks. City staff are exploring the need to complete environmental analysis of the existing soils to ensure the proper pipe material is selected for the new watermain. It is known that this section of Industrial Road has three parcels with contaminated soils. Another factor to consider is the existing pipe bedding material composition. If the existing bedding is highly coarse and rocky, the heavy industrial loads on this section of road would put pressure on the subgrade causing the rocky material to penetrate the pipe over years of cyclical loading.

For the reasons outlined above, staff are executing the design engineering services contract now. The project is expected to bid in spring of 2022 for a start date of July 1, 2022. The early spring bidding will provide the most competitive pricing and hold the project in the winning contractor's schedule. The engineering services are not budgeted for fiscal year 2022 so a budget amendment will be needed once the budget year begins. Staff is proposing to increase the professional services budget line item by \$40,000 to support the engineering services and potential environmental testing.

RECOMMENDATION: It is recommended Council approve the design engineering proposal from Vriesman & Korhorn in the amount of \$37,700 to be expensed from the Water Department Professional Services line item 591-539-801.00.

FISCAL EFFECTS: Upon approval of the above amount, Council will approve a budget amendment in the amount of \$40,000 from Water Department fund balance to the Water Department Professional Services line item 591-539-801.00.

CITY GOAL CLASSIFICATION: GOAL AREA 4. INFRASTRUCTURE: Preserve, rehabilitate, maintain, and expand city infrastructure and assets.

Respectfully submitted,



Tom Tarkiewicz
City Manager



Marguerite Davenport
Director of Public
Services



Aaron Ambler
Water Superintendent



ADMINISTRATIVE REPORT
June 7, 2021 – CITY COUNCIL MEETING

TO: Mayor and Council Members

FROM: Marguerite Davenport, Director of Public Services
 Tom Tarkiewicz, City Manager

SUBJECT: Mansion St, East Drive, and North Drive Construction Engineering

BACKGROUND: The Michigan Department of Transportation (MDOT) Small Urban Program construction project bids were due to MDOT on May 7, 2021. Construction bids were received as outlined below:

Contractor	City	As Submitted Bid Price
Nashville Construction Company	Nashville	\$ 831,389.34
Michigan Paving and Materials Company	Jackson	\$ 844,500.00
Bailey Excavating, Inc	Jackson	\$ 872,163.42
C & D Hughes, Inc.	Charlotte	\$ 949,787.55
Milbocker and Sons, Inc.	Allegan	\$ 1,127,049.35

On May 3, 2021 City Council approved the Agreement with MDOT based on the engineer's construction estimate of \$941,000. When the design engineering services were bid for this project City staff requested proposers include an engineering services price relative to the construction bid. ENG, Inc., the design engineering firm, proposed a 9% of construction cost rate for construction engineering services. During the design process staff added additional scope to the design along East Drive. Due to this added scope, ENG, Inc. is proposing a construction engineering fee of 10% of construction cost which equals \$83,138.93 in construction engineering fees.

The construction engineering requirements for MDOT projects are heavy in administration, material testing, and in-person oversight. MDOT requires certified inspectors and testing for all MDOT administered projects. ENG, Inc employs certified inspectors and project managers and has included the cost of material testing in the price above.

This project was planned in the FY22 CIP under Major (\$412,000) and Local (\$134,082) streets capital line items. Approval of the MDOT agreement on May 3, 2020 funded \$344,600 from the major street's capital line item. This leaves a total \$67,400 in the major streets line item. A budget amendment, in the amount of \$17,600 after the start of the fiscal year will be necessary to fully fund the construction engineering. Overall, the City's cost of the project under major streets is \$427,800 which is \$118,200 below the budget of \$546,000.

RECOMMENDATION: It is recommended that the Council accept the construction engineering services proposal from ENG, Inc in the amount of \$83,138.93 to be expensed from the Major Streets Capital Outlay Line Item 202-900-970.00.

FISCAL EFFECTS: Budget amendment, after July 1, 2021, in the amount of \$17,600 from Local Streets Capital Line item 203-900-970.00 to the Major Streets Capital Line item 202-900-970.00

CITY GOAL CLASSIFICATION: GOAL AREA 3. INFRASTRUCTURE AND CITY SERVICES

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 Marshall, MI 49068
 p 269.781.5183
 f 269.781.3835
 cityofmarshall.com

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

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,



Marguerite Davenport
Director of Public Services



Tom Tarkiewicz
City Manager



With offices in Lansing
and Grand Haven
engdot.com

4063 Grand Oak Drive
Suite A109
Lansing, MI 48911
517.887.1100

16930 Robbins Road
Suite 105
Grand Haven, MI 49417
616.743.7070

May 14, 2021

Ms. Marguerite Davenport, Director of Public Services
City of Marshall
323 W. Michigan Avenue
Marshall, MI 49068

RE: Construction Services for the Improvement of East Drive, North Drive, and
Mansion Street

Dear Ms. Davenport:

Thank you for the opportunity to submit this proposal for the Construction Phase for the East Drive, North Drive and Mansion Street project. As you are aware, the project has been successfully bid by MDOT, and the apparent winning bidder is Nashville Construction Company with an As-Submitted Bid of \$831,389.34. We are pleased to begin the construction phase outlined in our September 9, 2020 proposal. The Construction phase fee was stated to be 9% of the awarded construction Bid.

During the design and final phase of the project, a contract amendment was approved adding additional scope to the project. This additional work included adding water and sanitary infrastructure on the east side of East Drive between Mann Road and the property of 431 East Drive for future residential development. This additional scope was not factored into our original construction fee estimate. We proposed to complete the construction phase for 10% of the awarded construction Bid based on 13 weeks of construction. Our proposed fee is \$83,138.93.

Eng., Inc. requests that you sign this letter in the space provided below and return it to us. By accepting this proposal, Eng., Inc. understands that the undersigned is authorized to enter into this agreement, and that you agree with the terms and conditions included in the Eng., Inc. Agreement for Engineering and Surveying Services previously provided.

If you have any questions, please do not hesitate to call.

Sincerely,

Eng., Inc.

Erik J. Morris, PE
Vice President

Proposal accepted by the City of Marshall:

Authorized Signature

Date

Printed Name

Title

It's who we are and what we do.



ADMINISTRATIVE REPORT
June 7, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Brooks Industrial Substation Engineering

BACKGROUND: City Staff has been working with GRP Engineering of Grand Rapids and Petoskey on the planning and preliminary development of the Brooks Industrial Substation. The substation will be located on Old US 27/M 227/ South Kalamazoo Avenue, south of the Sand Hill Restaurant.

This new substation is needed supply electrical power to the new industries in the Brooks Industrial Park. This substation will also supply power to the current industrial customers and the Lyon Lake area. The International Transmission Company will be building a 3.5-mile 138,000-volt line to supply the substation. The new substation will add reliability to the area electric needs.

GRP Engineering designed the Brewer Substation and increased the capacity of the Pearl Street Substation. It is planned for this new substation to be complete by October of 2022. City crews will then install twelve new distribution feeds for the area.

On May 27, 2021, the Local Development Financing Authority Board (LDFA) discussed the future financing of the project. The Board made this motion and was unanimously approved:

Moved Damron, supported Miller, for commitment from the LDFA to assist with the substation project with the parameters to be voted upon by the Board at a later date.

We will need to analyze the percentages of the project cost to determine the appropriate shares.

RECOMMENDATION: It is recommended that the Council approve the retaining of GRP Engineering for a fee of \$225,000 for the design engineering & material procurement of the new Brooks Industrial Substation and a fee of \$79,000 for the contract administration, commissioning & start up.

FISCAL EFFECTS: These costs will be part of the future LDFA bond sale for the construction of the Brooks Industrial Substation. The payment of the bonds will come through future revenues from the LDFA and the Electric Funds. A full financial analysis will be accomplished as part of the bond sale.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

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

Tom Tarkiewicz
City Manager

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



City of Marshall

Brooks Industrial Substation

Engineering Services Proposal

www.grp-engineering.com

Grand Rapids Location:
3300 Eagle Run Dr NE Ste 101
Grand Rapids MI 49525

Petoskey Location:
459 Bay Street
Petoskey MI 49770

March 10, 2021

Mr. Ed Rice
Director of Electric Utilities
City of Marshall
900 S. Marshall Ave.
Marshall, MI 49068

**RE: Brooks Substation
Engineering Services Proposal**

Dear Ed:

GRP Engineering, Inc. is pleased to present this proposal to the City of Marshall for Engineering Design & Project Management Services associated with the Brooks Substation project. We are highly qualified to provide these services for the City of Marshall through our project experience on municipal electric systems and the qualifications of all our personnel. GRP Engineering, Inc. will complete project design, management, and commissioning using a team approach including subcontracting with highly qualified firms.

Project Design & Commissioning Team

Electrical Engineering	GRP Engineering, Inc.
Structural Engineering	JDH Engineering, Inc.
Civil & Geotechnical Engineering	Driesenga & Associates, Inc.

The overall scope of this project includes the construction of a new distribution substation including two 20/27/33MVA 138kV:12.5kV power transformers, two 138kV circuit switchers, 138kV metering, seven (7) 15kV breakers, and four (4) 12.5kV distribution circuits in an open bus configuration with space for eight total circuits. The project will include installation of a new control house including panels, all associated protective relaying, transformer and feeder metering, plus SCADA connections, six (6) 12.5kV underground distribution circuit exits, foundations, and transformer oil containment. Preliminary estimated total project cost based on this conceptual design is \$5,208,000. ITC will construct an adjacent 138kV substation to provide transmission service into the new distribution substation.

GRP Engineering's understanding is that all work will be contracted out for this project. One construction contract will be prepared covering site preparation work for both Marshall and ITC's substations, substation construction, and all 12.5kV distribution circuit work. GRP Engineering will manage the project for the City of Marshall, complete engineering design, assist with transformer and material procurement, prepare and process one construction contract, perform construction observation, and perform start-up and function testing of the new transformer and circuit breakers. All power equipment testing will be completed by NETA certified technicians which will be included in the transformer procurement contract and substation construction contract.

GRP Engineering will provide full-service design as we have successfully done for many years on electrical utility transmission, substation, and distribution line projects. We will not outsource control house layout, schematics, and panel wiring diagrams design work as some consultants often will which raises total project costs to the utility in a hidden fashion. Maintaining these services with the design firm increases quality, decreases the chance for project errors, and reduces total time for project completion.

We have included the scope of services, our project team and qualifications, references, and fee structure with this proposal. Preliminary schedule attached to this proposal provides for meeting a goal to complete construction by October 2022. Proposed milestone dates highlighted below:

Proposed Project schedule:

Project Kickoff	March 29, 2021
Preliminary Design Complete	June 22, 2021
Site Plan Submittal	August 5, 2021
Final Design Complete	September 21, 2021
Transformer Procurement Award	September 7, 2021
Contract Bid Opening	November 30, 2021
Construction Award	December 6, 2021
Construction Start	March 1, 2022
Transformer Energization	November 1, 2022

This proposal does not include any easement acquisition or environmental engineering services. Topographic survey of the site and geotechnical engineering have been completed.

We appreciate the opportunity to submit this proposal and look forward to being of service to you. Following acceptance of this proposal, we will submit an engineering services contract for your review and execution. Please contact me should you have any questions.

Sincerely,
GRP Engineering, Inc.

Michael P. McGeehan, P.E.
President

Enclosures

**CITY OF MARSHALL
BROOKS SUBSTATION
CONSTRUCTION COST ESTIMATE**

ITEM	ITEM DESCRIPTION	UNITS	LABOR	MATERIAL	TOTAL	EXTENDED TOTAL
1	20/27/33 MVA Power Transformer 138kV:12.5kV	2	\$8,250.00	\$850,000.00	\$858,250.00	\$1,716,500
2	138kV Metering PT/CT's	6	\$1,200.00	\$13,000.00	\$14,200.00	\$85,200
3	138kV Circuit Switcher	2	\$4,500.00	\$48,000.00	\$52,500.00	\$105,000
4	138kV Disconnect Switch	2	\$2,655.00	\$12,000.00	\$14,655.00	\$29,310
5	138kV Structure	LS	\$8,200.00	\$93,970.00	\$102,170.00	\$102,170
6	138kV Foundations	LS	\$33,450.00	\$20,310.00	\$53,760.00	\$53,760
7	15kV Breaker	9	\$2,000.00	\$21,500.00	\$23,500.00	\$211,500
8	15kV Bus PTs and Fuse Boxes	6	\$450.00	\$2,410.00	\$2,860.00	\$17,160
9	15kV Structure	LS	\$16,080.00	\$113,610.00	\$129,690.00	\$129,690
10	15kV Bus & Fittings	LS	\$51,415.00	\$102,855.00	\$154,270.00	\$154,270
11	15kV Foundations	LS	\$28,620.00	\$20,390.00	\$49,010.00	\$49,010
12	15kV Station Service (50kVA)	2	\$3,170.00	\$1,780.00	\$4,950.00	\$9,900
13	Station 125VDC Battery System	1	\$2,385.00	\$26,205.00	\$28,590.00	\$28,590
14	Transformer Foundation & Oil Containment	2	\$24,065.00	\$16,780.00	\$40,845.00	\$81,690
15	Relay Control Building & Foundation	1	\$25,000.00	\$240,000.00	\$265,000.00	\$265,000
16	Relaying Panels	7	\$2,400.00	\$30,000.00	\$32,400.00	\$226,800
17	Substation Conduit & Trenway	LS	\$46,345.00	\$37,385.00	\$83,730.00	\$83,730
18	Substation Grounding	LS	\$38,330.00	\$39,670.00	\$78,000.00	\$78,000
19	Control Cable	LS	\$45,320.00	\$44,365.00	\$89,685.00	\$89,685
20	ITC Substation Connections	2	\$6,000.00	\$4,000.00	\$10,000.00	\$20,000
21	Substation Fence	LS	\$50,000.00	\$25,000.00	\$75,000.00	\$75,000
22	Substation Yard Lighting & Security Cameras	LS	\$3,090.00	\$19,760.00	\$22,850.00	\$22,850
23	Lightning Protection	LS	\$56,400.00	\$78,300.00	\$134,700.00	\$134,700
24	Substation Site Work	LS	\$300,000.00	\$60,000.00	\$360,000.00	\$360,000
25	Distribution Circuit Exits	LS	\$155,000.00	\$265,000.00	\$420,000.00	\$420,000
26	Site Survey & Environmental Review	LS	\$10,000.00	\$0.00	\$10,000.00	\$10,000
27	Relay & Equipment Testing	LS	\$45,000.00	\$0.00	\$45,000.00	\$45,000
28	Contractor Mobilization	LS	\$35,000.00	\$0.00	\$35,000.00	\$35,000
29	Insurance & Bonding	LS	\$30,000.00	\$0.00	\$30,000.00	\$30,000

Subtotal	\$4,670,000
Contingency (5%)	\$234,000
Engineering Design	\$225,000
Construction Administration & Startup	\$79,000
Total Estimated Project Cost	\$5,208,000

Notes:

- All costs are estimated as 2022/2023 construction costs.
- Substation cost estimate based on installation of two (2) 20/27/33MVA power transformers with LTC, two (2) 138kV circuit switchers, six (6) 138kV metering PT/CT units, nine (9) 15kV breakers, two (2) 4-bay 15kV distribution buses with six (6) 12.5kV underground circuits constructed, plus control house, fence, foundations, and site work.
- Distribution circuit estimate includes open trench and 6" conduits from all eight circuit riser stands to the existing overhead line with parallel runs of 500kCM 15kV CU cable installed for six circuits only.
- The cost estimate submitted herein is based on time-honored practices within the construction industry. As such, the Engineer does not control the cost of labor, materials, equipment or a contractor's method of determining prices and competitive bidding practices or market conditions. The estimate contained represents our best judgment as design professionals using current information available at the time of preparation. The Engineer cannot guarantee that proposals, bids and/or construction costs will not vary

Design Engineering & Project Management Phase

- Project administration (maintain correspondence & meeting minutes.)
- Project planning & control (maintain project schedules & cost estimates.)
- Project kickoff meeting with City of Marshall staff.
- Prepare substation one-line diagram.
- Complete substation physical design including equipment, structures, bus, security fence, foundations, oil containment systems, and control house. Structures designed to meet loadings specified in the National Electric Safety Code (NESC) and ASCE 113. Bus structures will be designed to withstand loadings specified in IEEE 605.
- Pre-fabricated control house including AC service, DC battery systems, relay control panels, metering, communication panels, and HVAC system.
- Complete ground grid design meeting IEEE 80 requirements, latest edition.
- Site layout design, demolition, and grading plan for the entire parcel including ITC's substation plus storm water retention and runoff calculations, wetland protection, stone surfacing, and vehicle access drives. Vehicle tracking analysis for accessibility and routing of large trucks and cranes will be completed.
- Vegetation screening plan covering both substations to comply with zoning requirements.
- Preparation of site plan application documents and attendance at Planning Commission Meetings throughout the approval process.
- Complete lightning protection plan meeting requirements of IEEE Std 998.
- Complete detailed schematics (3-line and DC) and all control panel wiring diagrams for substation equipment.
- Communications system connection design at the substation including real-time automatic controller (RTAC), equipment connections, fiber optic system termination racks, and underground conduit system. Fiber optic cable connection external to the site to be completed by others.
- Project coordination with ITC for physical connection to their proposed adjacent ring-bus substation, plus alarms, contact status, currents, and breaker failure protection schemes to meet protection requirements.
- Three (3) design review meetings with City of Marshall staff.
- Preparation of substation material list and cable tabulation.
- Calculation of settings and logic for new protection relays.
- Preparation of DNP3 points list for equipment at Brooks Industrial Substation. *(All SCADA programming to be completed by City of Marshall staff.)*

- Assist Marshall with major material procurement including specifications, bidding, evaluation and award. RFP's will be prepared for the following equipment:
 - 138kV:12.5kV power transformers
 - 138kV Circuit Switcher
 - 138kV PT/CT metering units
 - 15kV breakers
 - Control house & relay control panels
 - Structural Steel
 - MV Underground Cable
 - 15kV line material
- Review & process all Owner-furnished material shop drawings.
- Prepare construction technical specifications.
- Preparation of one construction contract plus assistance with bid and award.
- Printing & shipping of all required construction drawings sets.
- Preparation & processing of required permit applications including Soil Erosion & Sedimentation Control, and MDOT driveway permit. All permit fees to be paid by City of Marshall.

Contract Administration, & Commissioning Phase

- Prepare construction contract including Contractor's bid, bonds and insurance.
- Attendance at one (1) preconstruction meeting.
- Review & process all material shop drawings.
- Construction staking including setting one benchmark, substation centerlines, and fence corners.
- On-site representation by design Engineer a minimum of every other week during construction. Proposal is based on six (6) months of construction.
- Coordination between City of Marshall, construction contractors, and other affected projects and parties including ITC.
- Monitor and verify construction compliance with engineering drawings and specifications and all NESC requirements.
- Preparation of monthly progress reports, which will include contractor performance and any work quality issues.
- Preparation of electronic substation reference files including relay settings and documented relay test reports.
- Full function testing of substation protection and control schemes covering the new equipment at Brooks Industrial Substation.
- Preparation of punch list & energization release form for the new transformer and 12.5kV circuits.
- Process all contractor invoicing and change orders (*if required.*)
- Prepare all necessary contract close-out documents.
- Provide record drawings including two (2) bound sets and files in AutoCAD 2018 format.

GRP Engineering's fee structure is broken into two phases including Design and Material Procurement, then Contract Administration / Project Management as noted below.

1. Design Engineering & Material Procurement
2. Contract Administration, Start-Up & Commissioning

Design Engineering & Material Procurement

The Design Engineering & Material Procurement phase will have a Lump Sum fee for the scope of services as listed in our proposal.

Final Design & Material Procurement
\$225,000 Lump Sum

Contract Administration, Start-up & Commissioning Phase

The Contract Administration, & Commissioning phase will have an hourly not-to-exceed fee including cost of expenses and subconsultants.

Contract Administration, Start-Up & Commissioning
\$79,000 Hourly, not-to-exceed

Hourly Rate Structure

<u>Employee Title</u>	<u>Engineer Level</u>	<u>Hourly Rate</u>
Senior Project Manager	8	\$165
Project Manager	7	\$150
Senior Engineer	6	\$140
Project Engineer	4 - 5	\$135
Engineer II	3	\$130
Engineer I	2	\$100
Entry Level Engineer	1	\$ 90
Field Staking Technician		\$ 85
GIS Technician		\$ 70
GIS Developer		\$ 82
Senior Engineering Technician		\$ 80
Engineering Technician		\$ 70
Engineering Intern		\$ 45
Administrative		\$ 62

**Hourly rates are subject to change.*

GRP Engineering, Inc. was formed in October of 2003 as a power utility consulting firm to service a client base in Michigan. GRP Engineering's team of professional personnel bring many years of power utility and electrical engineering experiences with them. GRP Engineering excels in a full range of services required to plan, design, startup, operate, and maintain power utility and electrical facilities to assist our clients in meeting current needs and planning for future requirements. Currently, GRP Engineering is providing engineering services to over twenty municipal electric utilities and rural electric cooperatives within the State of Michigan.

Engineering services provided for this project will be performed out of both our Grand Rapids and Petoskey offices utilizing experienced power utility engineers along with additional engineering support staff. We utilize long term relationships with sub-consultants for civil, structural, and geotechnical engineering to support these disciplines when required on projects.

Staff team together between our offices to successfully complete substation, transmission & distribution line projects throughout our geographically diverse client base in the state. GRP Engineering also maintains a large library of software tools including AutoCAD, ESRI ARC-GIS, PLS-CADD, WindMil, LightTable and a proprietary line staking program for use throughout the project analysis, design and construction process. GRP Engineering's staff maintain training through several sources including nationally recognized university post-graduate design courses, IEEE and NSPE webinars, plus relay and equipment manufacturer sponsored events.

Recent Substation Projects

GRP Engineering, Inc. and its design team have successfully completed multiple substation projects for utilities in the State of Michigan. A representative list is provided below with project details included in the Project Experience section of this proposal.

- | | |
|-------------------------------------|---|
| Bay City Electric Light & Power | Prestolite Substation (2021) |
| Marquette Board of Light & Power | 5 Plant Substation (2020 – 2021) |
| Coldwater Board of Public Utilities | Butters Avenue Substation (2020) |
| Grand Haven Board of Light & Power | Grand Haven Substation (2020) |
| City of Marshall | Pearl Street Substation Transformer #3 (2020) |
| Traverse City Light & Power | Barlow 69kV Switching Station (2020) |

2021 Marquette Board of Light & Power 5 Plant Substation – Design, construction observation, start up, and function testing for a new substation control house to replace relay protection and controls located in the decommissioned generating plant. Project includes new control house, control panels and relaying, conduits, cabling, and SCADA connections. Estimated Project Cost: \$1,679,000 (*Project Currently Under Construction*)

2020 Coldwater Board of Public Utilities Butters Avenue Substation – Design, construction observation, start up, and function testing for a new 138kV to 13.8kV substation. Project includes two 138kV circuit switchers, two 30MVA power transformers, nine 13.8kV breakers, and three 13.8kV circuit exits, plus control house, panels, and SCADA connections. Estimated Project Cost: \$4,713,000

Grand Haven Board of Light & Power – Grand Haven Substation – Design, construction observation, start up, and function testing for an expanded 69kV to 13.2kV substation. Project includes four 138kV breakers, existing 40MVA and one relocated 20MVA power transformer, eleven 13.2kV breakers, and five 13.2kV circuit exits, plus control house, panels, and SCADA connections. Estimated Project Cost: \$3,750,000

City of Marshall Pearl Street Substation Transformer #3 – Design, material procurement, start-up, and function testing a substation expansion including new 138kV to 12.5kV power transformer, 138kV circuit switcher, four (4) 12.5kV underground circuit exits, control house & panels. Construction cost: \$2,370,000

Traverse City Light & Power Barlow Switching Station – Design, start up, and function testing of an expansion to a 69kV to 13.8kV distribution substation. Project includes new 69kV deadend structures, bus and breakers, 69kV circuit switchers, 13.8kV MOIS switches, control house & panels. Construction cost: \$1,650,000

2019 City of Marshall Monroe Street Line Relocation – Design, material procurement, contract administration, construction staking and observation for a four-circuit 4.16kV overhead line relocation project in conjunction with the Monroe Street bridge replacement. Construction cost: \$337,000

South Haven Core City Overhead Upgrade Phase 4 – Design, material procurement, contract administration, construction staking and observation for the replacement of 288 poles and upgrade of associated 12.5kV

overhead lines in the core residential area of the city. Construction cost: \$1,650,000

2018 Village of Sebewaing Pine Street Substation - Design, construction observation, start up, and function testing for a substation replacement project including new 40kV transmission line entrance, 40kV to 4.16kV power transformer, 4.16kV bus, breakers, and generator connections, 4.16kV to 2.4kV power transformer, 2.4kV breakers and four circuit exits.

Traverse City Light & Power Parsons Road Switching Station – Design, construction administration, start up, and function testing of an expansion to a 69kV to 13.8kV distribution substation. Project includes new 69kV deadend structures, bus and breakers, 69kV circuit switchers, 13.8kV MOIS switches, control house & panels. Construction cost: \$1,800,000

Traverse City Light & Power Substation Exit Replacement – Design, material procurement, and construction administration for replacement of twelve (12) 13.8kV underground circuit exits from three separate substations. Construction cost: \$279,000

Bay City Electric Light & Power – Design and construction standards development for substation replacement project including a 4-bay 46kV deadend structure, 46kV to 8.32kV power transformer, plus four 8.32kV regulator installations, reclosers, and underground circuit exit structures.

Maroa Farms Substation - Design, construction administration, start up, and function testing of a substation expansion project including 138kV metering, circuit switcher, power transformer, 13.8kV bus, control panels, and underground substation exit. Construction cost: \$1,479,000

2017 Coldwater Board of Public Utilities Jonesville Rd Substation – Design, construction observation, start up, and function testing for a new 138kV to 13.8kV substation. Project included two 138kV circuit switchers, two 50MVA power transformers, six 13.8kV breakers, and 13.8kV circuit exits, plus control house, panels, and SCADA connections. Construction cost: \$3,150,000

City of Marshall South Substation Protection – Design for the installation of substation 15kV breaker for power transformer protection including physicals, wiring diagrams, schematics, relay programming and testing.

Lowell Light & Power Relay Upgrade – Design, on-site assistance, function testing, and SCADA programming for the replacement of thirteen (13) 15kV circuit breaker relays.

Alpena Power Company – Besser Substation - Project consisted of the construction of a new 34.5kV:4.16kV substation including underground transmission connection, 2.5MVA transformer, voltage regulators, recloser, primary metering, and underground connection to customer switchgear. Scope of work included site and substation design, equipment procurement, schematics, wiring diagrams, & SCADA system control. Project Cost: \$600,000

Grand Haven Board of Light & Power – Transmission Line – Design, material procurement, contract administration, construction staking and observation for reconstruction of 5.25 miles of 69kV transmission lines. Total construction cost for two phases: \$2,675,000

2016 Lansing BW&L – Northeast Substation 138kV Capacitor Bank - Project consisted of the installation of a new 46MVAR @ 145kV capacitor bank including two 138kV circuit breakers, 138kV bus structures, plus conduit, grounding, fencing, and associated relay and control panels. Scope of work included site and substation design, schematics, wiring diagrams, battery sizing, ground grid design, 138kV relaying setting calculations, and function testing plans. Project Cost: \$1,200,000

City of Marshall – Brewer Substation - Project consisted of the construction of 2.6 miles of 138kV transmission and a new 138kV to 12.5kV substation and including 138kV deadend structure, one 138kV circuit switcher, one 20/26.7/33.3 MVA power transformer, five 12.5kV breakers, 138kV PT/CT's for metering, two 12.5kV bus structures, plus all equipment foundations, conduit, control house, and associated relay panels. Scope of work included full project management, site and substation design, station commissioning including relay and function testing, plus coordination with ITC. Project Cost: \$3,400,000

Harbor Springs Clayton Road Sub Recloser Replacement - Project consisted of the replacement of three oil-filled 15kV reclosers with new vacuum reclosers and SEL controllers. Construction cost: \$80,000

City of Hart 88th Street Substation – Design, construction administration, start up, and function testing of an expansion to a 138kV to 12.5kV distribution substation. Project includes new 138kV deadend structure, connection to spare power transformer, 12.5kV bus connections, metering, and control panels. Construction cost: \$545,000

City of Petoskey

Petoskey, Michigan
Mike Robbins
Director of Public Works
231-347-2500

Grand Haven Board of Light & Power

Grand Haven, Michigan
Rob Shelley
Distribution/Engineering Manager
616-607-1263

Lowell Light & Power

Lowell, Michigan
Ryan Teachworth
Distribution/Trans Manager
616-897-8402

Coldwater Board of Public Utilities

Coldwater, Michigan
Andrew Cameron
Electrical Public Works Engineer
517-279-6934

City of Sturgis

Sturgis, Michigan
Josh Czajkowski
Electric Superintendent
517-617-6358

City of South Haven

South Haven, Michigan
Bill Hunter
Director of Public Works
269-637-0719

City of St. Louis

St. Louis, Michigan
Kurt Giles
City Manager
517-681-3351

Great Lakes Energy

Boyne City, Michigan
Ashley Dull
Engineering Manager
231-487-1317

Alpena Power Company

Alpena, Michigan
Ken Dragiewicz
Vice-President
989-358-4945

Engineering services provided for this project will be performed out of both our Grand Rapids and Petoskey offices primarily utilizing the following individuals. Additionally, the full engineering staff of GRP Engineering, Inc. will team along with additional support staff as needed to successfully complete projects.

Mr. Michael P. McGeehan, PE
Mr. Nicholas M. Abraitis, PE
Mr. James R. Schwaderer, PE
Mr. Nicholas A. Winsemius
Ms. Kelli Wodek
Mr. Kurt Grebe

Project Design & Commissioning Team

Electrical Engineering
Civil Engineering
Structural Engineering

GRP Engineering, Inc.
Driesenga & Associates, Inc.
JDH Engineering, Inc.

Michael P. McGeehan, PE – Project Manager

Project management plus transmission and distribution system design will be completed by Mr. Michael McGeehan. Mr. McGeehan has twenty-five years of power utility consulting experience for municipal and cooperative utilities within the state specializing in design and operation of transmission & distribution systems. Mr. McGeehan has completed design and inspection of over 450-miles of overhead and underground distribution line plus transmission line route selection and design up through 138kV. Additionally, Mr. McGeehan has successfully completed multiple electrical system modeling projects and system studies including presentations to Utility Boards and City Councils/Commissions.

James R. Schwaderer, PE – Project Manager

Assistance with project management plus substation protection schemes, schematics, wiring diagrams, relay settings, and function testing will be completed by Mr. Jim Schwaderer. Mr. Schwaderer has over forty-years of power utility consulting experience for municipal, cooperative and privately-owned utilities within the state specializing in design and operation of electric utility substations and control systems.

Nicholas M. Abraitis, PE – Project Engineer

Substation physical design, protection schemes, schematics, wiring diagrams, relay settings, and function testing will be completed by Mr. Nicholas Abraitis. Mr. Abraitis has over ten years of power utility consulting experience for municipal, cooperative and privately-owned utilities within the state specializing in design and operation of electric utility substations and control systems, plus electrical system modeling, operation, system studies and coordination, and SCADA system programming.

Nicholas A. Winsemius – Electrical Engineer

Assistance with substation physical design, protection schemes, schematics, wiring diagrams, and relay settings, plus construction oversight, and function testing will be completed by Mr. Nicholas Winsemius. Mr. Winsemius has over nine years of power utility experience in the municipal utility market specializing in design and operation of electric utility substations and control systems, plus electrical system modeling, operation, system studies and coordination, and SCADA system programming.

Kelli M. Wodek – Senior Engineering Technician

Preparation of AutoCAD drawings, ArcMap GIS work, plus project permitting will be completed by Ms. Kelli Wodek. Ms. Wodek has twelve years of power utility consulting engineering experience specializing in preparing project drawings, system mapping, MDNR, EGLE, and local governmental agency permitting.

Kurt H. Grebe – Engineering Technician

Preparation of AutoCAD drawings and field staking will be completed by Mr. Kurt Grebe. Mr. Grebe will also aid in the process of line design. Mr. Grebe has over 17 years of experience in preparation of AutoCAD drawings and over 7 years of experience with field staking for construction.

MICHAEL P. MCGEEHAN, PE

- Registration:** 1999 / Professional Engineer / Michigan / No. 45127
- Years of Experience:** 26 years, 10 years with Greiner/URS Corporation, 16 years with GRP Engineering, Inc.
- Education:** BS / 1993 / Electrical Engineering / Michigan Technological University
- Professional Affiliations:** Michigan Society of Professional Engineers (MSPE)
Institute of Electrical & Electronic Engineers (IEEE)
- Expertise:** Electrical engineering - medium and high voltage power systems. Specializing in design and operation of transmission & distribution systems. Design of over 400-miles of overhead and underground distribution line; transmission line route selection and design up through 345kV; substation design; and various electrical studies.
- Key Projects:**
- Traverse City Light & Power, Traverse City, Michigan***
- 69kV & 13.8kV conversion to underground project.
 - 69kV transmission line routing and design.
 - Project management of multiple 69kV:13.8kV substations
 - Transmission system thermal upgrade.
- Coldwater Board of Public Utilities, Coldwater, Michigan***
- Project management of 138kV:13.8kV substation
 - GIS mapping to WindMil system model conversion.
 - System sectionalizing study.
 - Load flow study
- City of Marshall, Marshall, Michigan***
- Project management of 138kV transmission line
 - Project management of 138kV:12.5kV substation
 - Multiple distribution rebuild project
 - Conversion to double circuit underground distribution river crossing
- Village of Sebewaing, Sebewaing, Michigan***
- Project management of 40kV:4.16kV substation
 - Design of 40kV transmission lines and 4.16kV distribution circuits
- Lowell Light & Power, Lowell, Michigan***
- GIS mapping to WindMil system model conversion.
 - Double circuit aerial spacer cable system with integral optical messenger project.
 - Multiple distribution line reconstruction projects.
- Zeeland Board of Public Works, Zeeland, Michigan***
- Transmission & distribution system modeling.
 - System coordination and arc-flash study.
 - Distribution system planning study.
- Alpena Power Company, Alpena, Michigan***
- ESRI GIS mapping to WindMil system model conversion.
 - Distribution system & arc-flash study.
 - Multiple 34.5kV transmission reconstruction projects.

City of Petoskey, Petoskey, Michigan

- Multiple 12.5kV distribution conversion to underground projects.
- Distribution system model creation.
- Municipal Marina electrical upgrade.

City of South Haven, South Haven, Michigan

- Distribution system modeling.
- System planning study.
- Multiple 12.5kV distribution conversion to underground projects.

Grand Haven Board of Light & Power, Grand Haven, Michigan

- Multiple 13.2kV distribution conversion to underground projects.
- Distribution line reconstruction projects.
- Downtown alley 13.2kV conversion to underground projects.

Great Lakes Energy, Boyne City, Michigan

- Multiple distribution line reconstruction projects totaling over 250 miles in length.
- Distribution line work order inspection.
-

Cloverland Electric Cooperative, Dafer, Michigan

- Multiple distribution line reconstruction projects totaling over 85 miles in length.
- Distribution line work order inspection.

Mackinac Bridge Authority, St. Ignace, Michigan

- Electrical system and bridge lighting replacement project.
- Primary electrical system switch controller upgrade project.

Wolverine Power Cooperative, Cadillac, Michigan

- Multiple 69kV transmission line relocation projects.
- Optical ground wire installation project.

Holland Board of Public Works, Holland, Michigan

- Multiple 138kV transmission line projects.
- 138kV underground feasibility study.

Michigan Department of Management & Budget, Lansing, Michigan

- Design 8.32kV electrical system upgrade for State Secondary Complex.

Marquette Board of Light & Power, Marquette, Michigan

- Transmission & distribution circuit upgrades at the Shiras Steam Plant & Substation.
- 69kV transmission steel pole relocation project.

JAMES R SCHWADERER, PE

Registration: 1982 / Professional Engineer / Michigan / No. 29413

Years of Experience: 40 years, 10 years Dow Corning, 10 years Schwaderer & Associates, 4.5 years BETA Design Group, 1.5 years Hobbs & Black, 4 years TRC/Novak, 4.5 years AECOM, 1.5 years Leidos, 3.5 years Lansing Board of Water & Light, and 0.5 years GRP Engineering.

Education: Masters Certificate / 2016 / Advanced Electrical Power Systems / MTU
BS / 1978 / Electrical Engineering / Michigan Technological University
BS / 1978 / Engineering Administration / Michigan Technological University

Professional Affiliations: Institute of Electrical & Electronic Engineers (IEEE) – Life Member

Expertise: Management and Engineering experience in the following general areas:
Project Management, Electrical Power Systems, Substation Design, Protection and Controls, Systems Studies, Industrial & Commercial Power Systems, Hospital Power Systems, Emergency and Standby Generators, Wind Farm Collection Systems & Substation Design, Lighting Design, and Water and Waste Water plants

Key Projects: **Lansing Board of Water & Light**
Lead engineer on the Enterprise 2015 Interconnect Project.
Lead engineer on the New Central Substation Project
Lead engineer on the West Side Reinforcement Project
Lead engineer for the Northeast Substation Cap Bank addition
Preliminary Layouts and Oneline Diagrams for:

- Wise Substation Double Ending
- Central Substation
- Erickson Yard Expansion and Cap Bank Addition
- Willow Substation Yard Expansion and HMI Controls
- North Creyts Line Relay Replacement
- New GM 138 Substation
- Davis Substation for GroSolar addition
- North Cryets for GroSolar addition
- New Cap Bank at North East Substation
- Review of the Canal Rd Substation Design

AECOM

- Customer interface between PSE&G and GE, on the South Waterfront 230kV Breaker Replacement project. AECOM was the program manager for this project.
- Substation projects such as breaker and transformer replacements including protection and controls.
- Wind farm project which oversaw preliminary design for permitting. The project included the 35kV collection system, the 35kV to 230kV substation, and 50 kilometers of 230kV double circuit transmission line.

- Replacement of the 15kV cables from a hydro-generator to the generator step-up transformers.

TRC / Novak Engineering

Substation Improvement Projects for American Electric Power.

- 21 Breaker Replacement 12 kV through 138 kV
- 6 Capacitor bank replacement and additions
- 5 Upgrade breaker controls and relaying
- 7 RTU upgrades and replacement
- 2 New Distribution substations
- 3 Add or Replace transformer

Collection System for a 200 MW Wind Farm

- Loss studies using Power Tools
- Underground and Overhead Collection
- Generator Step-up Transformers
- Grounding Transformers

Collection System Substation for a 200 MW Wind Farm

- 34.5 kV to 138 kV
- Four collection circuits

345 kV Inter-tie Substation expansion for a 200 MW Wind Farm

- New 138 kV Entrance
- New 138 kV to 348 kV Transformer
- New 348 kV Breaker and MOAB.
- Up graded relaying and controls

2 Guardian Pipeline 45,000 HP Compressor Stations

- New 138 kV Entrance
- New 138 kV to 13.8 kV Transformer
- New 138 kV Circuit Switcher and MOAB.
- New 13.8 kV enclosed switchgear and controls
- All electrical design from 138kV substation entrance to the 120 volt outlets in the compressor building.

Studies

- Capacitor placement study for Imperial Irrigation District's overhead and underground distribution systems using the Millsoft's Windmil program.
- Study for Alpena Power on Ferroresonance, Transformer Bank
- Review of the automatic switching for normal and alternate feeds for an industrial customer of the City of Eaton Rapids.

NICHOLAS M. ABRAITIS, PE

- Registration:** 2016 / Professional Engineer / Michigan / No. 62934
- Years of Experience:** 10 years, 4 years with Traverse City Light and Power / 6 years with GRP Engineering, Inc.
- Education:** BS / 2009 / Electrical Engineering/ Power Engineering / Michigan Technological University
- Expertise:** Substation and control system design, distribution system modeling, system studies and operations.
- Key Projects:**
- City of Marshall, Marshall, Michigan***
 - Design & commissioning of 138kV:12.5kV substation
 - Substation 15kV breaker installation project
 - Distribution recloser project design and commissioning
 - Coldwater Board of Public Utilities, Coldwater, Michigan***
 - Design & commissioning of 138kV:13.8kV substation
 - Substation arc-flash study
 - Protective relay setting calculations
 - Generation siting study
 - Commissioning tests of substation breakers and relays
 - Lansing Board of Water & Light, Lansing, Michigan***
 - Design of 138kV substation ring bus & capacitor bank project
 - Protective relay setting calculations
 - City of South Haven, South Haven, Michigan***
 - Distribution system study and modeling upgrades
 - System over current protection philosophy
 - SCADA system installation
 - Saginaw Chippewa Indian Tribe, Mt. Pleasant, Michigan***
 - SCADA system installation
 - Alpena Power Company, Alpena, Michigan***
 - Designed 34.5kV:4.16kV substation
 - Transmission & Distribution System Studies
 - System coordination and arc-flash study
 - Sebewaing Light & Water, Sebewaing, Michigan***
 - Design & commissioning of 46kV:4.16kV substation
 - Village of Paw Paw, Michigan***
 - Distribution system modeling
 - System planning, coordination and arc-flash studies

Hart Hydro Electric, Hart, Michigan

- Design & commissioning of 138kV:12.5kV substation transformer addition
- Protective relay setting calculations
- System arc-flash study

Traverse City Light & Power, Traverse City, Michigan

- Programming of SCADA system in DNP3.0 and Modbus
- Developed a net metering agreement and program
- Created distribution system model in WindMil and performed studies
- Implemented an outage management system using Milsoft Dispatch
- Developed fuse schedule and coordinated protective devices
- Design of 69kV switchyard and line relaying

City of Petoskey, Petoskey, Michigan

- Recloser replacement & controller upgrades
- Substation metering for data collection
- SCADA system installation

City of Charlevoix, Charlevoix, Michigan

- Arc-Flash analysis
- System Protection philosophy
- Substation maintenance program
- Net Metering Policy

Cloverland Electric Cooperative, Dafer, Michigan

- Reviewed and revised substation structure foundations
- Reviewed and revised substation steel structural drawings

Marquette Board of Light & Power, Marquette, Michigan

- Distribution system study and coordination study
- System arc-flash study
- 69kV tie breaker sync check & relaying panel
- MRH mini-sub ground grid design

Great Lakes Energy, Boyne City, Michigan

- Multiple distribution line reconstruction projects
- Joint-use attachment reviews and work order inspection

City of Harbor Springs, Harbor Springs, Michigan

- Line recloser and system protection coordination
- Line voltage drop study and installation/programming of voltage regulators
- Substation recloser replacement & relay testing

Lowell Light & Power, Lowell, Michigan

- SCADA system installation
- Interchange Substation relay upgrade
- System Study & 5 Year Plan

Zeeland Board of Public Works, Zeeland, Michigan

- Distribution system study and coordination Study
- ICCP SCADA control programming

NICHOLAS A. WINSEMIUS

Years of Experience: 9 years, 7.5 years with Grand Haven Board of Light and Power, 2 years with GRP Engineering.

Education: BS / 2006 / Electrical Engineering / Michigan Technological University

Professional Affiliations: Institute of Electrical & Electronic Engineers (IEEE)

Expertise: Electric distribution system planning and operation. Specializing in substation control and troubleshooting, SEL relay and RTAC programming, SCADA system programming, distribution system modeling, and GIS mapping.

Key Projects: **Grand Haven Board of Light and Power, SCADA System Upgrade**

- SCADA system upgrade and installation.
- Installed a dual-redundant server.
- Setup communication lines using VPNs over broadband internet.
- Installed SEL-3530 RTAC RTUs
- Programmed analog input, digital input, and digital control points.
- Completed RTU and control panel wiring.
- Distribution system model updates
- Distribution system planning study

City of Sturgis, Wastewater Treatment Plant Auto Transfer Switch Control Upgrade

- Troubleshoot and diagnosed control system issues.
- Designed DC schematics and wiring diagrams for control system.
- Programmed relays for generator automatic transfer switch.
- Completed installation, testing, and commissioning of the control system.
- Large load addition planning studies

Lowell Light and Power, Interchange Substation Relay Upgrade

- Assisted with the installation of SEL-351S relays.
- Programmed digital, analog and control points.
- Completed testing on all SCADA points.

City of Marshall, Marshall, Michigan

- Design & construction oversight 138kV:12.5kV substation

Coldwater Board of Public Utilities, Coldwater, Michigan

- Distribution system model updates
- System planning study

Traverse City Light & Power, Traverse City, Michigan

- Design & commissioning of 69kV:13.8kV substations

Zeeland Board of Public Works, Zeeland, Michigan

- Distribution system planning study.

KURT GREBE, Engineering Tech

Years of Experience: 17 years; 4 years The Architect Forum, 6 years Fuller-Nichols Architects, 7 years GRP Engineering, Inc.

Education: Computer-Aided Drafting / North Central Michigan College

Expertise: CAD – Compiling & creating construction drawings utilizing surveys, GIS data, field data, images and pdfs.
GIS – Maintaining data and maps via field collection. Communicating effectively with clients & contractors.
Make-Ready / Attachment Reviews – field analysis of utility poles for joint use attachments.
Field Staking – Staking of overhead and underground power lines for construction & coordination.

Key Projects: ***City of Marshall, Marshall, Michigan***

- Multiple Distribution line reconstruction projects.
- Multiple Transmission line reconstruction projects.
- 138kV:12.5kV substation project.

Coldwater Board of Public Utilities, Coldwater, Michigan

- Distribution Coordination System Map
- Multiple Distribution line reconstruction projects.
- 138kV:13.8kV substation.

Traverse City Light & Power, Traverse City, Michigan

- Multiple 69kV Transmission line reconductor projects.
- Multiple Distribution line reconstruction projects.
- Multiple Distribution conversion to underground projects.
- Multiple Substation upgrade projects.
- Multiple Make Ready/Attachment reviews.

Great Lakes Energy, Boyne City, Michigan

- GIS data and mapping
- Multiple Distribution line reconstruction projects.
- Multiple Underground reconstruction projects.
- Multiple Distribution conversion to underground projects.
- Multiple Make-Ready/Attachment Reviews.

Grand Haven Board of Light & Power, Grand Haven, Michigan

- Multiple Distribution line reconstruction projects.
- Multiple Transmission line reconstruction projects.
- Multiple 13.2kV Distribution conversion to underground projects.
- Multiple Substation upgrade projects.

Alpena Power Company, Alpena, Michigan

- Multiple 35kV Transmission line reconstruction projects

City of Harbor Springs, Harbor Springs, Michigan

- Multiple Distribution line reconstruction projects
- Substation upgrade project.

City of South Haven, South Haven, Michigan

- Multiple Distribution line reconstruction projects.
- Multiple Underground reconstruction projects.
- Core City Secondary Upgrade.

Cloverland Electric Cooperative, Dafer, Michigan

- Multiple Distribution line reconstruction projects.
- Multiple Underground reconstruction projects.
- Multiple Substation upgrade projects.

Lansing Board of Water & Light, Lansing, Michigan

- 138kV substation capacitor bank project.

Lowell Light & Power, Lowell, Michigan

- Distribution line reconstruction project.

Marquette Board of Light & Power, Marquette, Michigan

- Multiple substation upgrade projects.

Petoskey Department of Public Works, Petoskey, Michigan

- Multiple 12.5kV distribution conversion to underground projects.
- Electrical Distribution Maps

KELLI WODEK, Engineering Tech

Years of Experience: 16 years; 2 years Modern Engineering contracted to General Motors, 2 years Town & Country Cedar Homes, 12 years GRP Engineering, Inc.

Education: AAS / Computer-Aided Drafting & Design Engineering Technology/ Alpena Community College

Expertise: CAD – Compiling & creating construction drawings utilizing surveys, GIS data, field data, images and pdfs.
GIS – Creating & maintaining data and maps. Analyze and perform quality checks on field data. Communicating effectively with clients.
Permits – Road Commission, MDOT, MDEQ, Rail, FAA

Key Projects: ***City of Marshall, Marshall, Michigan***

- 138kV:12.5kV substation

Coldwater Board of Public Utilities, Coldwater, Michigan

- Distribution Coordination System Map
- Multiple Distribution line reconstruction projects.
- 138kV:13.8kV substation

Traverse City Light & Power, Traverse City, Michigan

- Multiple 69kV Transmission line reconductor projects.
- Multiple Distribution conversion to underground projects.
- Multiple substation projects

Great Lakes Energy, Boyne City, Michigan

- GIS data and mapping
- Multiple Distribution line reconstruction projects.
- Multiple Underground reconstruction projects.
- Multiple Distribution conversion to underground projects.

Grand Haven Board of Light & Power, Grand Haven, Michigan

- Multiple Distribution line reconstruction projects.
- Multiple Transmission line reconstruction projects.
- Multiple 13.2kV Distribution conversion to underground projects.

City of South Haven, South Haven, Michigan

- Multiple Distribution line reconstruction projects.
- Multiple Underground reconstruction projects.
- Core city secondary upgrade.

Cloverland Electric Cooperative, Dafer, Michigan

- Multiple Distribution line reconstruction projects.
- Multiple Underground reconstruction projects.

Petoskey Department of Public Works, Petoskey, Michigan

- Multiple 12.5kV distribution conversion to underground projects.
- Distribution Coordination System Map
- GIS drawing integration.
- Electrical Distribution Maps

Zeeland Board of Public Works, Zeeland, Michigan

- Distribution Coordination System Map

Alpena Power Company, Alpena, Michigan

- Multiple 35kV Transmission line reconstruction projects
- Distribution Coordination System Map

Lowell Light & Power, Lowell, Michigan

- Flat River Crossing
- Electrical Distribution Mapping
- System Circuit Maps

City of Charlevoix, Charlevoix, Michigan

- Multiple Distribution line reconstruction projects.

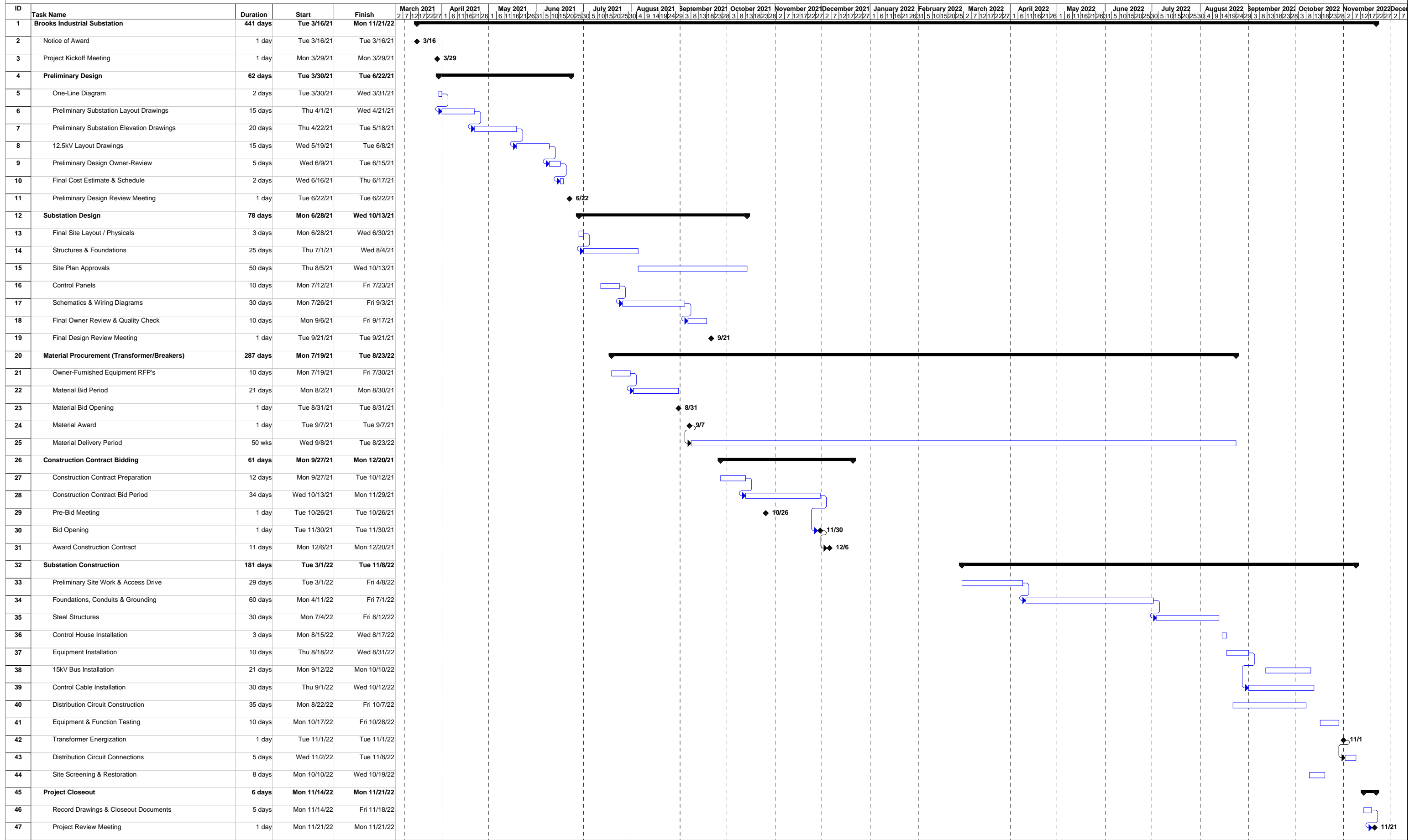
City of Harbor Springs, Harbor Springs, Michigan

- Multiple Distribution line reconstruction projects

Marquette Board of Light & Power, Marquette, Michigan

- 69kV Line Relocation, Presque Isle & Magnetic Street
- System Study & 5 year plan

CITY OF MARSHALL
BROOKS SUBSTATION





Administrative Report
June 7, 2021 – City Council Meeting

REPORT TO: Honorable Mayor and City Council Members

FROM: Eric Zuzga, Director of Special Projects
Tom Tarkiewicz, City Manager

SUBJECT: Excessive Force Resolution

BACKGROUND: The Department of Housing and Urban Development requires the adoption of a resolution prohibiting the use of excessive force against non-violent demonstrators as a condition of receiving any Community Development Block Grant (CDBG) money. The City is in the process of applying for a grant to assist Schuler's in the redevelopment of its 2nd and 3rd floor and will have other properties applying later this year. In order to comply with the requirements to receive the CDBG assistance, the City will need to adopt the attached resolution.

RECOMMENDATION: It is recommended that the Council adopt the attached resolution as presented.

FISCAL EFFECTS: None anticipated.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Zuzga".

Eric Zuzga
Director of Special Projects

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

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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cityofmarshall.com



**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2021-**

A RESOLUTION OF THE CITY COUNCIL OF MARSHALL, ADOPTING A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE AGAINST NON-VIOLENT CIVIL RIGHTS DEMONSTRATORS.

WHEREAS the Congress of the United States has passed the Armstrong/Walker "Excessive Force" Amendment (Section 104 (L)(1) of Title I of the Housing and Community Development Act of 1974 as amended) prohibiting the use of excessive force by a local law enforcement agency against any individual engaged in nonviolent civil rights demonstration within its jurisdiction;

AND WHEREAS the City of Marshall has applied for a Michigan Community Development Block Grant and is required to comply with the Armstrong/Walker "Excessive Force" Amendment;

AND WHEREAS the use of excessive force against demonstrators may cause the CITY to lose its grant or eligibility for future federal grants;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MARSHALL, MICHIGAN: It is POLICY of the City that the use of excessive force is prohibited by local law enforcement agencies against individuals engaged in lawful and nonviolent civil rights demonstrations within the City.

The City will adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions

The City Council directs the Police Chief to implement this Resolution by amending applicable police department procedures.

Motion by _____, with support by _____ to approve Resolution _____ as presented.

Ayes:
Nays:
Absent:

I, Trisha Nelson, hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Council of the City of Marshall, County of Calhoun, Michigan, at a regular meeting held on June 7, 2021.

Trisha Nelson, City Clerk

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