



**MARSHALL CITY COUNCIL
WORK SESSION AGENDA
Monday, June 6, 2022
6:00 PM
City Hall Training Room**

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **APPROVAL OF AGENDA** – Items can be added or deleted from the Agenda by Council action.
- 4) **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.
- 5) **DISCUSSION ITEMS**

A. Fire Inspection Program

B. Other Items

C. Future Work Sessions

Airport Issues	6:00 p.m.	June 20 th
Brooks Fountain Master Plan	6:00 p.m.	July 18 th

6) 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.

7) ADJOURNMENT

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. N. Perry", with a long, sweeping underline.

Derek N. Perry
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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cityofmarshall.com

MARSHALL CITY COUNCIL AGENDA

Monday – 7:00 P.M.

June 6, 2022



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** – Scott Loughrige, Cross Roads Church & Ministries
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** – Items can be added or deleted from the Agenda by Council action.
- 6) **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. Chain of Command Report

City Council will receive the Administrative Chain of Command report as required by the Marshall City Charter Article III, Section 3.03 (A)

B. Grant Request-Apprentice Line Worker Training Reimbursement

City Council will consider the recommendation to authorize the submittal of two SAE Program Apprenticeship grants in the amount of \$1,700 each for a total of \$3,400.

C. City Council Minutes

Work Session.....Monday, May 16, 2022

Regular Session.....Monday, May 16, 2022

D. City Bills

Regular Purchases \$ 106,135.27

Weekly Purchases –5/13/22..... \$ 114,875.95

Weekly Purchases –5/20/22..... \$ 185,113.77

Weekly Purchases –5/27/22..... \$ 55,158.59

Total..... \$ 461,283.58

8) PRESENTATIONS AND RECOGNITIONS

A. Fountain Clinic 30th Anniversary Proclamation

B. Fire Department Recognitions

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. Grand River Brewery Special Events

City Council will consider the recommendation to approve the Special Event Request.

Mayor:

Joe Caron

Council Members:

Ward 1 - Scott Wolfersberger

Ward 2 - Jim Schwartz

Ward 3 - Jacob Gates

Ward 4 - Jen Rice

Ward 5 - Ryan Underhill

At-Large - Ryan Traver



B. Copper Bash Event

City Council will consider the recommendation to approve the Special Event Request.

C. Cruise to the Fountain Event

City Council will consider the recommendation to approve the Special Event Request.

D. Autism Rock Show Event

City Council will consider the recommendation to approve the Special Event Request.

E. Hydroelectric Unit #3 Repairs

City Council will consider the recommendation to engage Canyon Hydro to perform the recommended Hydroelectric Unit #3 repairs at an estimated cost of \$57,400 to return hydroelectric generating unit #3 to service.

F. Tax Certificate

City Council will consider the recommendation to adopt the AMP Fremont Energy Center Tax Certificate Resolution.

G. Fees Schedule Resolution

City Council will consider the recommendation to adopt the resolution establishing the Fee Schedule as presented with an effective date of July 1, 2022.

H. DPW Union Agreement – Teamsters Local 214

City Council will consider the recommendation to approve the Union Agreement with Teamsters Local 214-Department of Public Works.

I. Fire Department Union Agreement – Local 1929 International Association of Firefighters

City Council will consider the recommendation to approve the Union Agreement with the Fire Department – Local 1929 International Association of Firefighters, AFL-CIO, CLC.

J. FY 2023 Annual Compensation of Administrative Officials, Department Heads, and Salaried Personnel

City Council will consider the recommendation to approve the FY23 wages for the administrative officials, department heads, and salaried personnel as required by the Marshall City Charter.

K. Revitalization and Placemaking Grant Application

City Council will consider the recommendation to authorize the submission for the Revitalization and Placemaking Grant from the MEDC.

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

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



15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

Respectfully submitted,

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

Derek N. Perry
City Manager



ITEM 7A.

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Trisha Nelson, City Clerk

DATE: June 6, 2022

SUBJECT: **MARSHALL CITY CHARTER ARTICLE III, SECTION 3.03 (A) LIST**

Article III, Section 3.03 (a) of the City Charter requires the City Manager to file with the City Clerk a list, by name and title, of at least three qualified city administrative officials to exercise the powers and perform the duties of the City Manager if they are absent or disabled. The city administrative officials must be listed in order by which each shall be designated to temporarily assume the City Manager's duties. This list is updated annually.

For the Fiscal Year 2023, here is the list of administrative officials qualified to perform the temporary duties of Acting City Manager submitted to the City Clerk:

- Eric Zuzga, Director of Community Services
- Kevin Maynard, Director of Electric Utilities
- Marguerite Davenport, Director of Public Services
- Josh Lanker, Chief of Police
- Martin Erskine, Fire Chief
- William Dopp, Finance Director/Treasurer

BUDGET IMPACT: None.

RECOMMENDATION: This is informational only and does not require formal action.



ITEM 7 B

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities

DATE: June 6, 2022

SUBJECT: **GRANT SUBMITTAL REQUEST
APPRENTICE LINEWORKER TRAINING REIMBURSEMENT**

The City of Marshall Electric Distribution staff currently consists of a Lead Lineman, five Senior Linemen and two Apprentice Linemen. Apprentice Linemen must successfully complete a four-year apprenticeship program to qualify as a Senior (Journeyman) Lineman.

The City of Marshall utilizes the Joint Michigan Apprentice Program (JMAP), a U.S. Department of Labor-registered program sponsored by Wolverine Power Cooperative and IBEW Local 876, to administer its line worker apprenticeship training and certification. JMAP's four-year line worker apprentice program combines formal instruction with on-the-job experience requirements. The JMAP program costs \$4,000 per year per apprentice, for a total investment of \$16,000 to train and certify each line worker apprentice as a journeyman.

The Michigan Energy Workforce Development Consortium (MEWDC) offers grants under the State Apprenticeship Expansion 2020 Grant Program (SAE Program) of the Michigan Department of Labor and Economic Opportunity (LEO-WD) to help offset the cost of apprenticeship training. These grants are designed to help Michigan employers, including the City of Marshall, meet the state's energy industry needs by reducing apprenticeship program costs.

The West Michigan Works! Division serves as SAE Program project manager and verifies apprentice eligibility. To be eligible to receive a grant, the City's apprentices must have started their DOL-registered apprenticeship programs between July 1, 2020 and March 31, 2023. The City may receive a one-time \$1,700 grant for each qualified apprentice.

The Marshall Electric Department has two Apprentice Linemen that appear to qualify for this apprenticeship program grant opportunity. Staff respectfully requests City Council authorization to apply for these apprenticeship grants to help offset JMAP

BUDGET IMPACT: If the grant(s) are awarded, \$3,400 would be added to Electric Department revenues.

RECOMMENDATION: Staff respectfully requests City Council authorization to apply for two SAE Program Apprenticeship grants in the amount of \$1,700 each (\$3,400 total), and, if successful, to accept said grant monies and deposit them in the Electric Fund.



Contract No.

**STATE APPRENTICESHIP EXPANSION 2020 GRANT PROGRAM
MICHIGAN ENERGY WORKFORCE DEVELOPMENT CONSORTIUM
EMPLOYER TRAINING AGREEMENT**

Sponsor:

Area Community Services Employment
and Training Council (ACSET)

EMPLOYER:

Name: CITY OF MARSHALL

Address: 323 W. MICHIGAN AVE
MARSHALL, MI 49068

FEIN: 38-6004708

Funding Sources:

Program: SAE Program 2020

Amount: \$1700/ PER APPRENTICE

The Michigan Energy Workforce Development Consortium (MEWDC) is a grantee under the State Apprenticeship Expansion 2020 Grant Program (SAE Program) of the Michigan Department of Labor and Economic Opportunity (LEO-WD). Under the SAE Program, MEWDC has agreed to coordinate Regional Implementation (RIC) Consortia activities with 29 partner Employers that have committed to 427 new Registered Apprentices in occupations to meet the needs of the energy industry. Area Community Services Employment and Training Council, on behalf of its West Michigan Works! division hereinafter called ACSET, is serving as the project manager for the MEWDC SAE Program on behalf the MEWDC and Partner Employers for the RIC activities related to new youth and adult apprentices.

ACSET and [EMPLOYER], hereinafter called the EMPLOYER, are entering into this MEWDC Employer Agreement in order to outline the responsibilities of the Parties in connection with MEWDC SAE Program. The Funding sources applicable under the MEWDC SAE 2020 Grant Program are:

Funding Source 1: Building State Capacity Apprenticeship Innovation (BSCAI)

Funding Source 2: USDOL Youth Apprenticeship Readiness Grant (YARG)

THEREFORE, in consideration of the mutual obligations included herein, the parties agree as follows:

1. **Employer Eligibility.** The EMPLOYER warrants that it is an eligible employer that:

A. Has a physical presence in the State of Michigan;

- B. Is in compliance with all federal and state tax obligations including, but not limited to, corporate, sales, use, withholding, personal income and unemployment insurance taxes; and
- C. Does not anticipate and is not actively laying off employees. The EMPLOYER certifies that it will promptly notify ACSET if it anticipates laying off employees during the term of this Contract. Notice will include the number of employees laid off or expected to be laid off, effective dates of layoffs, and the impact on the training plan, if any. The Employer acknowledges that the LEO-WD and ACSET have the right to terminate funding awarded under this Contract if a layoff impacts the approved training plan.

2. **Eligible MEWDC SAE Participants:** The EMPLOYER certifies that each of its participants are individuals who are registered in a United States Department of Labor (USDOL) Registered Apprenticeship Program between 4/1/2021 and 3/31/2023 if served with YARG grant funds or 7/1/2020 and 3/31/2023 if served with BSCAI grant funds. The EMPLOYER further certifies that the MEWDC SAE participants are employees who are U.S. Citizens or eligible non-citizens who work primarily in Michigan, employed on a full-time basis, for whom the employer pays all applicable taxes to the State of Michigan.

A. **Required Documentation for Each MEWDC SAE Participant File:** Each participant must have the following items in its contents:

- Right to Work in the U.S. Documentation including a copy of the SAE Participant’s birth certificate, passport, or Social Security card.
- Social Security Number
- Equal Opportunity is the Law Notice
- *If applicable*, Eligibility Documentation that provides determination of legal status to work in the U.S.
- *If applicable*, Selective Service Registration for males over the age of 18
- *If applicable*, Eligibility for Veteran’s Benefits

B. **Proof of Registered Apprenticeship:** For Each MEWDC SAE Participant, EMPLOYER must provide either of the following:

- A copy of the USDOL Form 671 “Program Registration and Apprenticeship Agreement” signed by the Apprentice and the Registered Apprenticeship Sponsor; OR
- A PDF Copy of USDOL Form 671 pulled from the USDOL RAPIDS Online System

3. **Training Cycle and Duration.** If the apprentice is served with YARG grant funding, the training will start no earlier than 4/1/2021 and will be completed no later than 3/31/2023 (the training end date). Expenses incurred before April 1, 2021, and after March 31, 2023, are not eligible for reimbursement. If the apprentice is served with BSCAI grant funding, the training will start no earlier than 7/1/2020 and will be completed no later than 3/31/2023 (the training end date). Expenses incurred before July 1, 2020, and after March 31, 2023, are not eligible for reimbursement.

4. **Apprenticeship Reimbursement.** Employers that hire Youth and non-Youth Apprentices in designated energy occupations will receive a payment of \$1,700.00 (seventeen hundred dollars). Employers with Youth tree-trim apprentices will receive a payment of \$2,000.00 (two-thousand dollars) for each Youth tree-trim apprentice hired. Additionally, employers will also receive a reimbursement payment up to \$250.00 (two hundred and fifty dollars) for each Youth and non-Youth tree-trim apprentice hired that also attends pre-apprenticeship training for entry into the tree-trim registered apprenticeship. Therefore, the maximum reimbursement amounts for apprentices in the MEWDC SAE Program are as follows:
- A. Youth and non-Youth Apprentices in energy (non-tree trim) occupations: \$1700.00
 - B. Non -Youth tree-trim apprentices without pre-apprenticeship training: \$1700.00
 - C. Non-Youth tree-trim apprentices with pre-apprenticeship training*: \$1950.00
 - D. Youth tree-trim apprentices without pre-apprenticeship training: \$2,000.00
 - E. Youth tree-trim apprentices with pre-apprenticeship training*: \$2,250.00
- *ACSET will verify attendance of each apprentice.**
5. **Document Retention / Audit Obligations.** The EMPLOYER shall preserve and make available to ACSET, representatives of the LEO-WD and the Michigan Auditor General, all records and accounts including financial, statistical and participant records relevant to this Contract to ensure a proper accounting of this Contract until the expiration of seven (7) years beyond the close-out date for the entire program year, or for such longer period, if any, as is required by applicable statute, or by other clauses of this Contract. The EMPLOYER agrees to allow ACSET and representatives of the LEO-WD to make copies and excerpts from such records and to cooperate with any audit conducted by ACSET, LEO-WD, or the Michigan Auditor General. If the Contract is partially terminated, the records relating to the work terminated shall be preserved and made available until the expiration of seven (7) years beyond the close-out date for the entire program year.
6. **Access to Records.** During the term of this Agreement, and for three (3) years from the sooner of the Ending Date or Termination of this Agreement, the Grantee shall maintain reasonable records, including evidence that the services were performed, and the identity of all individuals paid for such services, and shall allow access to those records by, ACSET, LEO-WD and the Auditor General of the State of Michigan. The EMPLOYER agrees to grant representatives of ACSET, LEO-WD, and the Auditor General access for periodic onsite reviews of program operation and records during the life of the Contract and until the expiration of seven (3) years beyond the close-out date for the entire program year. This paragraph applies to both written and electronic records but excludes protected patient information (if applicable to the employer). When necessary to protect EMPLOYER'S confidential and proprietary information and processes, access to the EMPLOYER'S premises may be reasonably restricted to areas necessary for the completion of an audit or monitoring of this Contract.
8. **Conflict of Interest:** The EMPLOYER affirms that there is no actual conflict of interest or the appearance of a conflict of interest between the EMPLOYER, the EMPLOYER's key personnel or its family, business, or financial interests ("the EMPLOYER's interests") and the activity under this Contract. If there is a change in the Employer's interests or any activity under this Contract that may be considered an actual or apparent conflict of interest, EMPLOYER must immediately inform its ACSET point of contact. EMPLOYER must resolve all conflicts of interest that may arise to the satisfaction of ACSET

indirectly, of activities performed by the EMPLOYER, or any of its employees, agents, subcontractors or representatives, under this Agreement.

D. Issue orders to the EMPLOYER requiring it to preserve and segregate records pertaining to litigation or claims concerning the programs funded through this Agreement, including electronic records and emails.

14. **Complaints.** Participant complaints concerning terms and conditions of employment shall be handled through the EMPLOYER's grievance procedures.
15. **Contractual Disputes.** The EMPLOYER shall notify ACSET in writing of its intent to pursue a claim against ACSET for breach of any terms of this Agreement. No suit may be commenced by the EMPLOYER for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety-day period, the EMPLOYER, at the request of ACSET, must meet with the Chief Executive Officer of ACSET for the purpose of attempting resolution of the dispute.
16. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.
17. **Choice of Forum.** The parties submit to the jurisdiction and venue of the Kent County Circuit Court, State of Michigan or, if original jurisdiction can be established, the United States District Court for the Western District of Michigan with respect to any action arising, directly or indirectly, out of breach of this Contract. The parties stipulate that the venues referenced in this Agreement are convenient.
18. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties.
19. **Attachments.** This Agreement includes the following Attachments that are incorporated into and made a part of the Contract:

Attachment 1 General Provisions – State Apprenticeship Expansion 2020 Grant Program

SPONSOR:

PARTNER EMPLOYER:

**AREA COMMUNITY SERVICES
EMPLOYMENT AND TRAINING
COUNCIL (ACSET)**

[CITY OF MARSHALL]

Printed Name: Amy Lebednick

Printed Name: _____

Signature: _____

Signature: _____

Title: Business Solutions Director

Title: _____

Date: _____

Date: _____

ATTACHMENT 1

GENERAL PROVISIONS STATE APPRENTICESHIP EXPANSION 2020 GRANT PROGRAM

1. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

The EMPLOYER certifies that it meets the eligibility requirements to participate in the SAE PROGRAM, as established by the LEO-WD. The EMPLOYER also certifies that it shall comply with the Fair Labor Standards Act, as amended; the Michigan Minimum Wage Law; and the Michigan Occupational and Health Act (MIOSHA).

2. PROOF OF INSURANCE COVERAGE & W-9

- a. The EMPLOYER will provide appropriate worker's compensation protection for all new apprenticeship employees and provide ACSET with proof of such coverage satisfactory to ACSET.
- b. The EMPLOYER shall provide and maintain public liability insurance in such amounts as necessary to cover all claims, which may arise out of the EMPLOYER's operations under this Contract and provide proof of such insurance coverage to ACSET prior to the effective date of this Contract.
- c. The EMPLOYER shall provide to ACSET current Request for Taxpayer Identification Number and Certification (W-9) prior to the effective date of this Contract.

3. EQUAL EMPLOYMENT OPPORTUNITIES

In connection with the performance of work under this Contract, the EMPLOYER agrees as follows:

- a. The EMPLOYER will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, religion, color, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position.
- b. The EMPLOYER will comply with the civil rights and equal opportunities provisions of:
 - 1) Titles VII of the (federal) Civil Rights Act of 1964,
 - 2) The (Federal) Age Discrimination in Employment Act,
 - 3) Americans with Disabilities Act of 1990 (P.L. 101-336),
 - 4) The (Michigan) Elliott-Larsen Civil Rights Act,
 - 5) The (Michigan) Persons With Disabilities Civil Rights Act,
 - 6) The Genetic Information Nondiscrimination Act of 2008, P.L. 110-233,
 - 7) Or any other applicable legislation.
- d. **Failure to comply with these Equal Opportunities Provisions will be regarded as a material breach of this Contract.**

4. CONTRACT MODIFICATIONS AND ASSIGNMENT

No modification to this Contract shall be effective unless it is in writing and executed by both parties. The EMPLOYER may not assign this Contract without the written permission of ACSET.

5. TERMINATION OF CONTRACT

- a. In case of delay, non-performance, partial performance or poor performance on the part of the EMPLOYER in meeting Contract requirements, including Contract performance, or financial reporting, or if the EMPLOYER furnishes inaccurate or incomplete records or reports to ACSET, ACSET shall have the right to terminate this Contract by giving written notice to the EMPLOYER of termination and specifying the effective date of termination. The EMPLOYER shall not be relieved of liability to ACSET for damages ACSET may sustain because of the EMPLOYER's breach of this Contract, and payments may be withheld to the EMPLOYER until the exact amount of the damages due is determined.
- b. **Failure to comply with the requirements of this Contract may prevent the EMPLOYER from seeking SAE Program related awards in future years.**
- c. ACSET reserves the right to void this Contract by written notice to the EMPLOYER immediately upon receipt of notice that the name of the EMPLOYER, or the name of a subcontractor, manufacturer or supplier of the EMPLOYER appears on the register compiled by the LEO-WD pursuant to Section 2 of P.A. 1980 No. 278 (Register of Employers Prohibited from Contracting with the State).
- d. If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which ACSET is subject, or in the allocation or allotment of funds provided to ACSET for the purposes of this Contract, ACSET shall have the right to terminate this Contract by giving written notice to the EMPLOYER. Such termination shall take effect immediately upon receipt of the notice by the EMPLOYER, unless a different effective date is specified in that notice. ACSET will reimburse the EMPLOYER for services that it provides up to the date of termination, unless otherwise provided by this Contract. ACSET will not be liable for the payment of any amount to the EMPLOYER in excess of the amount of funds made available to ACSET by the funding authority for the performance of this Contract.
- e. ACSET may terminate this Contract at any time, for any reason, whenever ACSET determines that it is in its best interest to do so, by giving at least thirty (30) days' notice in writing to the EMPLOYER.

6. HOLD HARMLESS

The EMPLOYER further agrees to release and to hold and save ACSET, its officers, agents and employees harmless from liability of any kind, costs and expenses for, or on account of, any or all claims made or damages sustained by any persons or property resulting in whole or in part from the performance or omission of EMPLOYER or any employee, agent, subcontractor or representative of the EMPLOYER, including sanctions imposed by the LEO-WD upon ACSET as a result, directly or indirectly, of activities performed by the

EMPLOYER or any of its employees, agents, subcontractors or representatives under this Contract. The EMPLOYER shall promptly provide written notice to ACSET of any action being brought against the EMPLOYER or any of its subcontractors concerning this Contract.

7. SUPERVISION

The EMPLOYER will ensure that apprentices are adequately supervised during training.

8. BUSINESS LICENSING, TAXATION, AND INSURANCE

The EMPLOYER shall comply with all business licensing, taxation, and insurance requirements applicable to its business.

9. AUTHORITY TO ENTER THIS CONTRACT

The EMPLOYER assures that it possesses legal authority to enter into the Contract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the EMPLOYER, authorizing the participation in the SAE Program, and directing and authorizing the person identified as the official representative of the EMPLOYER to act in connection with this Contract and to provide such additional information as may be required.

10. CONDITIONS OF EMPLOYMENT

The conditions of employment of participants during apprenticeship must be appropriate and reasonable and such conditions, privileges, and benefits of employment must be provided to apprenticeship participants at the same level and to the same extent as regular employees, in similar positions, and working the same length of time with the EMPLOYER.

11. COMPENSATION

Apprenticeship participants must be compensated by the EMPLOYER at a minimum of the State or Federal Minimum Wage, whichever is higher. The apprentice participant's compensation must not be dependent primarily upon commissions or tips.

12. HEALTH AND SAFETY STANDARDS

The EMPLOYER shall comply with health and safety standards under Federal, State and Local law.

13. INDEPENDENT CONTRACTORS

An apprenticeship participant must be an employee and not a subcontractor.

14. DEBARMENT, SUSPENSION OR VOLUNTARY EXCLUSION CERTIFICATION

The EMPLOYER certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, as provided by 29 CFR Part 98 and Executive Orders 12549 and 12689.

Marshall City Council, Work Session
Monday, May 16, 2022
Unofficial

CALL TO ORDER

IN A WORK SESSION held on Monday, May 16, 2022 at 6:00 P.M. in the Training Room of Town Hall, 323 West Michigan Avenue, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

Present: Council Members: Mayor Caron, Gates, Rice, Schwartz, Underhill, and Wolfersberger

Also Present: City Manager Perry

Absent: Council Member Traver.

A. Director Kevin Maynard provided a presentation on FERC relicensing and solar power.

Joe Caron, Mayor

Trisha Nelson, Clerk

CALL TO ORDER

IN REGULAR SESSION, Monday, May 16, 2022 at 7:00 P.M., in the Council Chambers of City Hall, 323 West Michigan Avenue, Marshall, MI 49068. City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

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

Also Present: City Manager Perry and Clerk Nelson.

Absent: Member Traver.

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

INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Caron 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 \$832,157.02. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

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

- A. Received the Emergency Purchase Report for Diesel Fuel Tank Monitoring;
- B. Minutes of the City Council Work Session and Regular Session held on Monday, May 2, 2022;
- C. Approve city bills in the amount of \$ 1,136,849.83.

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

PRESENTATIONS AND RECOGNITION

A. Police Department Presentation and Recognition:

Chief Lankerd announced the promotion of Deputy Chief Kris Ambrose and Sergeant Matt Potter, introduced new hire Jacob Patterson, and Officer of the Year Scott Keller.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Fiscal Year 2023 Budget Adoption:

City Manager Perry provided an overview of the Fiscal 2023 Budget. The budget totals \$38,495,094 in expenditures and is in compliance with the Marshall City Charter.

Mayor Caron opened the public hearing to hear public comment regarding the Fiscal Year 2023 Budget.

Hearing no comment, the hearing was closed.

Moved Underhill, supported Wolfersberger, to approve the proposed Fiscal Year 2023 Budget and approve the resolution setting the related property tax millage rates for Fiscal Year 2023. On a roll call vote – ayes: Rice, Schwartz, Underhill, Wolfersberger, Mayor Caron, and Gates; nays: none. **MOTION CARRIED.**

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2022-17

THE CITY OF MARSHALL
GENERAL APPROPRIATION ACT AND TAX LEVY RESOLUTION
July 1, 2022 – June 30, 2023

Whereas, City Council has reviewed the City Manager's proposed budget for FY 2023 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, 2022, and ending June 30, 2023, 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	4,149,021
Licenses & Permits	440,000
Intergovernmental	1,071,929
Charges for Services	696,384
Fines & Forfeitures	13,000
Interest	3,000
Miscellaneous	602,407
Transfers In	215,000
Recreation	407,710
Farmer's Market	25,750
Airport	160,634
Total General Fund Revenues	7,784,835

General Fund	
City Council	2,957
City Manager	256,499
Clerk	73,094
Chapel	1,715
Finance/Treasurer	615,373
City Assessor	71,633
Non-Departmental	741,886
City Hall	78,829
City Attorney	100,000
Other City Property	62,000
Human Resources	104,338
Police	2,157,705
Crossing Guards	2,677
Dispatch	190,000
Fire	1,245,916
Inspection	152,391
Streets	939,370
Engineering	58,900
Compost	36,757
Cemetery	153,942
PSB Operations	125,762
Planning & Zoning	60,444
Parks	128,186
Recreation	364,271
Farmer's Market	24,911
Airport	158,608
Total General Fund Expenditures	7,908,164

All Funds Revenues	
General Fund	7,784,835
MVH--Major & Trunkline	773,744
MVH--Local	198,560
Municipal Street Fund	-
Marshall Regional Law Enforcement Center	328,578
Leaf, Brush and Trash Removal	179,311
Federal Grant - Safer Grant	278,747
Drug Forfeiture	250
American Rescue Plan	364,456
NE Neighborhood Improvement Authority	41,080
South Neighborhood Improvement Authority	32,539
Local Development Finance Authority	763,524
Downtown Development Authority	248,958
Capital Improvement Bond Fund	475,000
Marshall House	80,105
Fiber to the Premise	1,283,010
Electric	19,382,753
Dial-A-Ride	522,618
Wastewater	2,094,500
Water	2,030,700
Solid Waste	426,597
Data Processing	266,832
Motor Pool	874,989
Total Revenues	\$ 38,431,686

All Funds Expenditures	
General Fund	7,908,164
MVH--Major & Trunkline	356,162
MVH--Local	243,272
Municipal Street Fund	1,627,998
Marshall Regional Law Enforcement Center	426,859
Leaf, Brush and Trash Removal	144,868
Federal Grant - Safer Grant	278,747
Drug Forfeiture	-
American Rescue Plan	-
NE Neighborhood Improvement Authority	127
South Neighborhood Improvement Authority	31,973
Local Development Finance Authority	1,256,737
Downtown Development Authority	178,649
Capital Improvement Bond Fund	447,224
Marshall House	80,105
Fiber to the Premise	888,542
Electric	16,729,648
Dial-A-Ride	634,996
Wastewater	2,084,903
Water	3,388,140
Solid Waste	371,825
Data Processing	266,899
Motor Pool	1,149,256
Total Expenditures	\$ 38,495,094

Total fund reserves (not including the capitalization of assets) shall be decreased by \$63,408 based on the FY 2023 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, 2022, through June 30, 2023 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, 2022, through June 30, 2023, 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 2.0 mills, subject to Headlee rollback, for the period of July 1, 2022, through June 30, 2023, 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, 2022, through June 30, 2023, 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, 2022, through June 30, 2023, 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 1.5592 mills, subject to Headlee rollback, for the period of July 1, 2022, through June 30, 2023, 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 FY23 Rates	Actual FY22 Rates	Difference
General Operating	17.1629	17.1629	-
Leaf, Brush and Trash Removal Services	0.7480	0.7480	-
Recreation	0.9147	0.9147	-
Municipal Street Fund	2.0000	2.0000	-
Dial-A-Ride	0.9147	0.9147	-
Downtown Development Authority	1.5592	1.5592	-
TOTAL	23.2995	23.2995	0.0000

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, 2022.

Dated: May 16, 2022

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 May 16, 2022, 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

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. 3rd Quarter Financial Report:

Moved Schwartz, supported Rice, to accept and place on file the 3rd Quarter Financial Report. On a voice vote – **MOTION CARRIED.**

B. 3rd Quarter Investment Portfolio:

Moved Wolfersberger, supported Underhill, to accept and place on file the 3rd Quarter Investment Portfolio Report. On a voice vote – **MOTION CARRIED.**

C. 3rd Quarter Cash & Investment Position Report:

Moved Underhill, supported Schwartz, to accept and place on file the 3rd Quarter Cash & Investment Position Report. On a voice vote - **MOTION CARRIED.**

D. 3rd Quarter Budget Amendments:

Moved Gates, supported Rice, to adopt the resolution for the 3rd Quarter Budget Amendments to amend the Fiscal Year 2022 Budget. On a roll call vote – ayes: Schwartz, Underhill, Wolfersberger, Mayor Caron, Gates, and Rice; nays: none.
MOTION CARRIED.

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2021-18

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

THE CITY OF MARSHALL RESOLVES that the revenues and expenditures for the fiscal year, commencing July 1, 2021, and ending June 30, 2022, are hereby amended on a departmental and fund total basis as follows:

<u>General Fund Revenues</u>	<u>Adopted</u>	<u>Previously Amended</u>	<u>Additional Amendments Needed</u>	<u>Change</u>
Taxes	4,043,281	4,043,281	4,043,281	-
Licenses and Permits	147,000	147,000	147,000	-
Intergovernmental Revenues	878,285	878,285	960,172	81,887
Charges for Services	236,700	236,700	236,700	-
Fines and Forfeits	11,800	11,800	11,800	-
Rents	74,030	74,030	74,030	-
Interest	6,029	6,029	6,029	-
Miscellaneous	392,371	392,371	417,371	25,000
Other Financing Sources	1,556,551	1,556,551	1,556,551	-
Total Revenues	7,346,047	7,346,047	7,452,934	106,887
<u>General Fund Expenditures</u>				
City Council	3,017	3,017	3,017	-
City Manager	279,310	279,310	346,172	(66,862)
Clerk	61,621	61,621	61,621	-
Chapel	1,835	1,835	1,835	-
Finance/Treasurer	532,016	532,016	540,473	(8,457)
Assessor	70,098	70,098	70,098	-
Non-Departmental	897,529	897,529	933,529	(36,000)
City Hall	78,603	78,603	78,603	-
Attorney	68,000	68,000	108,000	(40,000)
Other City Property	56,000	59,000	59,000	-
Human Resources	96,256	96,256	96,256	-
Police	2,095,631	2,095,631	2,214,896	(119,265)
Crossing Guards	0	2,000	2,000	-
Dispatch	191,000	191,000	192,500	(1,500)

Marshall City Council, Regular Session
Monday, May 16, 2022
Unofficial

Fire	1,394,280	1,394,280	1,485,265	(90,985)
Inspection	139,488	139,488	139,488	-
Streets	867,880	867,880	887,880	(20,000)
Engineering	26,582	26,582	41,582	(15,000)
Compost	45,750	45,750	45,750	-
Cemetery	171,612	171,612	171,612	-
Public Svcs. Build Operations	123,755	123,755	125,255	(1,500)
Planning/Zoning	52,691	52,691	52,691	-
Parks	82,118	82,118	97,118	(15,000)
Capital Improvements	198,500	198,500	177,500	21,000
Total Expenditures	7,533,572	7,538,572	7,932,141	393,569
GF Net Surplus/(Deficit)	(187,525)	(192,525)	(479,207)	
Available Fund Balance		\$3,656,119	\$3,656,119	

<u>Downtown Development Authority (Fund 248)-Green St Project landscaping and engineering</u>				
Revenues	242,614	242,614	242,614	-
Expenditures	232,520	342,520	380,520	(35,000)
Net Surplus/(Deficit)	10,094	(99,906)	(137,906)	
Available Fund Balance		\$204,384	\$204,384	

<u>LDFA Fund (Fund 250)-Brooks Substation Project budget</u>				
Revenues	746,738	746,738	7,510,397	6,763,659
Expenditures	593,537	593,537	7,357,196	(6,763,659)
Net Surplus/(Deficit)	153,201	153,201	153,201	-
Available Fund Balance			\$1,759,118	

<u>Airport Fund (Fund 295)-increase fuel budget</u>				
Revenues	157,020	157,020	167,020	10,000
Expenditures	155,203	167,203	192,203	(25,000)
Net Surplus/(Deficit)	1,817	(10,183)	(25,183)	
*Part of General Fund-Airport fund has a fund balance deficit of \$5,153			*	

<u>CDBG Fund (Fund 296)-establish grant budget</u>				
Revenues	-	-	2,437,210	2,437,210
Expenditures	-	-	2,437,210	(2,437,210)
Net Surplus/(Deficit)	-	-	-	-

Available Fund Balance	-	-	-	
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<u>Marshall House Fund (Fund 536)-increase budget for settlement</u>				
Revenues	1,064,020	1,064,020	1,064,020	-
Expenditures	950,001	950,001	1,167,601	(217,600)
Net Surplus/(Deficit)	114,019	114,019	(103,581)	
Available Fund Balance			\$2,059,387	

<u>Solid Waste Fund (Fund 596)-increase fuel budget</u>				
Revenues	330,900	330,900	330,900	-
Expenditures	311,543	311,543	384,443	(72,400)
Net Surplus/(Deficit)	19,357	19,357	(53,543)	
Available Fund Balance			\$109,199	

<u>Information Technology Fund (Fund 636)-increase fuel budget</u>				
Revenues	173,237	173,237	173,237	-
Expenditures	222,123	222,123	257,123	(35,000)
Net Surplus/(Deficit)	(48,886)	(48,886)	(83,886)	
Available Fund Balance			\$375,160	

RESOLVED, the use of prior year's fund balance/net position reserves is not reflected in a Fund's revenue figure above, and that the source of funding for a Fund's Net Loss/(Deficit) shall be the use of prior year's fund balance/net position reserves as shown as Available Fund Balance.

This Resolution shall take effect upon adoption.
Dated May 16, 2022

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 May 16, 2022, 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

E. 2022 Street Improvement Change Order:

Moved Rice, supported Wolfersberger, to approve the construction change order for the 2022 Street Improvement Project with Quality Excavators in the amount of \$110,000 with a contingency of \$15,000 for a total change order increase amount of \$125,000. On a roll call vote – ayes: Underhill, Wolfersberger, Mayor Caron, Gates, Rice, and Schwartz; nays: none. **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 8:08 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 06/09/2022 - 06/09/2022
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
22201-1	A GRAND OCCASION, LTD.	MARSHALL REC - 30' TURBO OBSTACLE COURSE		290.00
136Y-VH79-4D4J	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - FOLDING HAND SAWS		75.49
1T9Q-1DJJ-QTDM	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - SEAM ROLLER & ADHE		18.42
1KCT-JHWR-FVNL	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - WALLPAPER REPAIR A		30.10
1R46-3LM7-PM6R	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - VOLLEYBALL ANCHOR		51.90
1JNM-RFXJ-QP3C	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - UTILITY WORK PANTS		293.99
1X9X-KVDN-11NG	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - FIRE CODE/OFFICER'		429.36
1CNW-6N6C-F6YJ	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - RUBBER HIP WADERS		197.37
1GGQ-N674-JY1J	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - SD READER, POWER S		30.68
1WN7-VYGY-4KT1	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - KLEIN CUTTING TOOL		176.63
1JJ3-XL6F-1RXY	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - TABLET FOR METER R		771.37
1HTV-QPQV-XHKG	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - CARDSTOCK/COPY PAP		125.16
1VJR-D9JY-47N9	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - MICROPHONE		39.17
1VJR-D9JY-JLQF	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - STANDING DESK		165.95
5682	AUGUST ENVIRONMENTAL S	CITY OF MARSHALL QUARTERLY NPDES ANALYSI		1,448.00
225-492993	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - GREEN TAPE, WHEEL		30.77
225-492995	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - 2011 CHEVY CAPRICE		697.27
225-493047	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - TUFF STUFF CLEAN		34.74
225-493063	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - PCV GROMMET		13.78
225-493103	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - SHOP SUPPLIES		56.78
225-493102	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - SAND SPONGE, PRIME		26.77
225-493255	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - 2 YL BRIS DISC, RO		159.20
225-493292	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - AIRCRAFT PNT		22.49
225-493290	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - LED DOME LAMP		20.76
225-493345	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - DOOR LOCK, FUEL TA		51.61
225-493420	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - WIPER BLADES, SOLV		35.27
225-493419	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - WELD SKINCARD		6.79
225-493428	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - GORILLA LIFT		308.29
225-493406	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - AIR FILTER		15.77
225-493470	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - RELAY		17.39
225-493474	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - COOLANT REC		107.09
2265372122	AUTO ZONE, INC.	CUSTOMER NO. 463568 BULBS		45.19
0343892-IN	BEAVER RESEARCH COMPAN	ACCT NO. CIT123 CITY OF MARSHALL - LIME		284.70
0343700-IN	BEAVER RESEARCH COMPAN	ACCT NO. CIT123 CITY OF MARSHALL - FLOOR		215.40
4582	BENDZINSKI & CO.	PROFESSIONAL SERVICES - LDFA		30,800.00
MGL05.14.22	BEST ELECTRIC, LLC	CITY OF MARSHALL INSPECTION OF WOODEN EL	2022.221	7,807.50
MGL05.21.22	BEST ELECTRIC, LLC	CITY OF MARSHALL INSPECTION OF WOODEN EL	2022.221	6,121.50
84527776	BOUND TREE MEDICAL, LL	ACCT NO. 225891 FIRE DEPT OPERATING SUPP		256.27
20524093712	BT PIPING SERVICES	MARSHALL HOUSE SERVICE CALL 05/23/2022		911.49
346340	BURROWS SEPTIC SERVICE	CITY OF MARSHALL - SERVICE AT STUART'S L		325.00
11633	CAPITOL BARRICADING, I	TRAFFIC CONTROL PER MDOT - (2) 2023 PLAQ		41.00
124530	CARR BROTHERS & SONS	CITY OF MARSHALL - 24 YDS NATURAL PEASTO		714.48
124539	CARR BROTHERS & SONS	CITY OF MARSHALL - 28 YDS GRAVEL		456.84
7870610	CRYSTAL FLASH MARSHALL	ACCT NO. 051300000 REC GAS		1,423.32
S3-43895	CUMMINS SALES AND SERV	CUSTOMER NO. 179288 INDUSTRIAL PARK L.S.		993.88
600491	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (BASKET S		238.97
600549	DARLING ACE HARDWARE	CUST NO. 1650 - WATER DEPT (LIQUID CHLOR		14.98
600611	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC DEPT (SNAP BOLT		3.99
600573	DARLING ACE HARDWARE	CUST NO. 1650 - DPW (LOPPER TELESCOPIC P		34.99
0083444	DEFORREST BROTHERS CONC	907 WOODED LANE CONCRETE DRIVEWAY ENTRAN		1,900.00
43987	DUNCAN & ALLEN LLP	CLIENT NO. 003154 ADVICE & ASSISTANCE ON	2022.201	520.00
1001	EDMUND P. FINAMORE, EE	CONSULTING FOR CONVERSION OF ELECTRIC AM	2022.262	4,320.00
3351692	EDWARDS INDUSTRIAL SAL	CUSTOMER ID: 92775 ELBOW, CONNECTOR, COU		70.95
IN294899	HOTSY GREAT LAKES CLEA	CUSTOMER NO. 109CIT0018 SERVICE CALL 05/		465.50
0067185-IN	HYDROCORP	CUSTOMER NO. MUNMARS INSPECTION & REPORT		909.00
26405	J AND K PLUMBING SUPPL	CITY OF MARSHALL MARSHALL HOUSE - MANSFI		288.70
9899322	KIMBALL MIDWEST	ACCT NO. 181800 DPW GARAGE SUPPLIES		706.86
20396	LEGG LUMBER	CITY OF MARSHALL - TREATED 2X12-10'		41.99
20424	LEGG LUMBER	CITY OF MARSHALL - TREATED 2X4-8'		9.99
8493	MACKS FIRE PROTECTION	(MARSHALL FIRE ANNUAL INSPECTIONS & NEW E		490.90
P04212	MACQUEEN EMERGENCY GRO	ACCT NO. MARSH033 CAIRNS 6" LEATH		62.15
78998271	MCMaster-CARR	ACCT NO. 188371900 LINE MARKING PAINT		158.19
74208645	MSC INDUSTRIAL SUPPLY	(CUSTOMER NO. 02356117 SAFETY VEST		13.89
05232022	NAPA OF MARSHALL	ACCT NO. 1400 CITY OF MARSHALL - OIL DRY		20.28
470928	NORTH CENTRAL LABORATO	ACCT NO. 27850 - BLANKET PO FOR LABORATO	2022.031	422.47
56660490	POWER LINE SUPPLY	CUSTOMER ID: 100402 METER COVERS		86.94
56660479	POWER LINE SUPPLY	CUSTOMER ID: 100402 STAPLES		134.00
56660492	POWER LINE SUPPLY	CUSTOMER ID: 100402 MATERIALS FOR BROOKS	2022.170	479.46
56660491	POWER LINE SUPPLY	CUSTOMER ID: 100402 TOPTIE		167.50
56660930	POWER LINE SUPPLY	CUSTOMER ID: 100402 1/0 COPPER PRIMARY W	2022.258	24,600.00
56661226	POWER LINE SUPPLY	CUSTOMER ID: 100402 HUBBELL POLE TOP SWI	2022.198	6,301.67
56662045	POWER LINE SUPPLY	CUSTOMER ID: 100402 SCREW LAG		86.25
56662059	POWER LINE SUPPLY	CUSTOMER ID: 100402 20 AMP FUSE LINK		127.00
56662071	POWER LINE SUPPLY	CUSTOMER ID: 100402 350 FLOOD SEAL		654.47
56662624	POWER LINE SUPPLY	CUSTOMER ID: 100402 COPPER TIE WIRE		186.69
39643	R.W. LAPINE INC.	AR# : CITYOFMARS PSB SERVICE CALL 05/17/2		1,015.00
7223379	TEREX CORPORATION	ACCT NO. 1654883 MAINTENANCE ON FREIGHTL		781.75
9655-9	THE SHERWIN-WILLIAMS C	ACCT NO. 6731-5519-8 MARSHALL HOUSE PAIN		620.05
1620030946	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 06/09/2022 - 06/09/2022
UNJOURNALIZED
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1620031517	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50
1620030941	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER		30.26
1620030947	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER		39.92
1620030944	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		59.11
1620030945	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC		170.43
1620030943	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620031518	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER		39.92
1620031514	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620031515	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		59.11
1620031512	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER		30.26
1620031516	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC		170.43
530367189	UTILITIES INSTRUMENTAT	MARS22.7.155 SERVICE CALL FOR CIRCUIT B		1,873.75
530367215	UTILITIES INSTRUMENTAT	MARS22.7.015 SERVICE CALL FOR ALARM PANE		1,080.00
165142	WOODS POOLS, INC.	CITY OF MARSHALL - CHLORINE, ALGAECIDE,		292.25
GRAND TOTAL:				106,135.27

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 05/13/2022 - 05/13/2022
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
05/13/2022	ADAMS, JESSICA	UB refund for account: 312400		7.37
92143	ALL-TRONICS, INC.	ACCT NO. 1-MARCIT - PHONE PROGRAMMING FO		90.00
1885800	APPLIED IMAGING	ACCT NO. LAG783 MARSHALL HOUSE PRINTING		345.35
1947848	APPLIED IMAGING	ACCT NO. LAG783 MARSHALL HOUSE PRINTING		345.35
269781843105-2022	AT&T	ACCT NO. 269 781-8431 746 9 MAY 2022		368.01
269789901105-2022	AT&T	ACCT NO. 269 789-9011 599 1 MAY 2022		331.34
269781949205-2022	AT&T	ACCT NO. 269 781-9492 594 7 MAY 2022		107.98
269781907005-2022	AT&T	ACCT NO. 269 781-9070 573 1 MAY 2022		335.56
P50787377	BATTERIES PLUS BULBS	CUSTOMER NO. 781 9813 LED HIGH BAY		749.28
9289	BIO-CARE, INC.	CITY OF MARSHALL FIRE DEPT - RESPIRATORY		125.00
3421	BLUESTONE PSYCH	CITY OF MARSHALL - FIREFIGHTER CANDIDATE		465.00
153636A	BOSHEARS FORD SALES, IICUSTOMER NO. 62004	MAINTENANCE ON SQ12 (784.46
05042022	BRONSON HEALTHCARE GRO	ACCT NO. 700003456 PRE-EMPLOYMENT SCREEN		440.00
05132022	CALHOUN COUNTY TREASUR	INVOICES 22-371, 22-383 (CHARGEBACK - UN		4.64
05022022	CB HALL ELECTRIC COMPAC	CITY OF MARSHALL INSPECTION SERVICES APR		500.00
48496	CITY OF COLDWATER	CUSTOMER NO. 2590 STATIC MASTS FOR BROOK 2022.257		16,602.80
105296	CRT, INC.	CITY OF MARSHALL - BATTERY REPLACEMENT		54.00
105323	CRT, INC.	CITY OF MARSHALL - CLOUD STORAGE MAY 202		1,442.07
105397	CRT, INC.	CITY OF MARSHALL - SMARTNET 1 YEAR		142.00
05/13/2022	ELIZABETH WASHBURN	UB refund for account: 2422		54.40
342937	FAIRBANKS MORSE, LLC	CUSTOMER NO. 1569 PARTS FOR ENGINE 3		745.55
2500912204	FIRST ADVANTAGE LNS OC	ACCT NO. 866466 - CLINIC COLLECTION		138.28
05/13/2022	FREUNDL, MATT	UB refund for account: 116400		27.75
IN102204210406	FS.COM INC	CITY OF MARSHALL - TRANSCIEVERS		490.00
IN102204210492	FS.COM INC	CITY OF MARSHALL - PATCH CABLE 10'		112.75
23985144	GRANGER WASTE SERVICES	ACCT NO. 2890780 CITY OF MARSHALL 875 E		175.00
23984354	GRANGER WASTE SERVICES	ACCT NO. 2782490 CITY OF MARSHALL COMMER		1,070.17
23954944	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY OF MARSHALL CITY		110.28
23976371	GRANGER WASTE SERVICES	ACCT NO. 18400290 CITY OF MARSHALL RESID		29,818.20
05042022	GROSS, JOHN	CITY OF MARSHALL INSPECTION SERVICES 3/1		600.00
3812	HE CLEANS TOO, LLC	CITY OF MARSHALL - JANITORIAL SUPPLIES		68.90
D317946-IN	ILLUSTRATUS, DIVISION (ACCT NO. 01-BT508	MARSHALL HOUSE SUBSCRI		39.67
000567	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		180.00
000563	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		110.00
000562	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		200.00
000542	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		540.00
000539	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		680.00
000547	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		150.00
05/13/2022	KASSONDRA GREEN	UB refund for account: 2192		52.84
05022022	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 CITY OF MARSH		273.75
469931	MARANA GROUP	CITY OF MARSHALL SORT MAX JOB NO. 834178		41.86
05/13/2022	MCKAY, GAIL & PATRICK	UB refund for account: 302700		39.00
05/13/2022	MICHAEL BOUDRO	UB refund for account: 2744		30.20
976294	MID-WEST INSTRUMENT	CUST NO. 118867 CITY OF MARSHALL - VALVE		95.80
112161	O'LEARY WATER CONDITIO	CITY OF MARSHALL FIRE DEPT - SALT & WATE		121.00
112162	O'LEARY WATER CONDITIO	CITY OF MARSHALL POWER HOUSE - APR/MAY C		93.00
111070	O'LEARY WATER CONDITIO	CITY OF MARSHALL POWER HOUSE - FEB/MAR C		87.50
05032022	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE		3,000.00
10410	REVORE LAW FIRM, P.L.C	CITY OF MARSHALL SERVICE THRU APRIL 30,		7,500.00
05/13/2022	SCARFF, COURTNEY	UB refund for account: 3205160044		41.75
1641716919	STAPLES BUSINESS CREDI	CREDIT ACCT NO. 302063 OFFICE SUPPLIES		537.85
913754	STEENSMA	CUSTOMER NO. 5154 DRIVE TUBE ASSEMBLY		29.11
914024	STEENSMA	CUSTOMER NO. 5154 CREDIT MEMO		(67.96)
915792	STEENSMA	CUSTOMER NO. 5154 V BELT		106.93
S012784713.001	STUART C IRBY CO	CUSTOMER NO. 209591 FUSE HOLDERS RESTOCK		2,017.50
S012854142.001	STUART C IRBY CO	CUSTOMER NO. 209591 PUPI FIBERGLASS CROS 2022.206		16,416.00
04202022#2	THE TOWER CLOCK COMPAN	REPAIR, RESTORATION AND RELOCATION OF BE 2022.045		5,000.00
114	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		3,127.00
1620028681	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		42.50
1620028680	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC DEPT		168.68
1620028676	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER DEPT		27.26
1620028678	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		62.66
1620028679	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		56.11
1620028682	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER DEPT		36.92
9905522631	VERIZON WIRELESS	ACCT NO. 987146080-00001 MAY 2022		1,518.13
80776286	WEX BANK	ACCT NO. 0470-00-462076-1 APRIL 2022		14,311.54
04292022	WOW! BUSINESS	ACCT NO. 014226414 FIRE DEPT MAY 2022		126.38
05022022	WOW! INTERNET-CABLE-PH	ACCT NO. 010040764 MARSHALL HOUSE MAY 20		1,431.48
GRAND TOTAL:				114,875.95

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 05/20/2022 - 05/20/2022
UNJOURNALIZED
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1HMx-FQ3R-ML3H	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1EO2 - OFFICE SUPPLIES		210.54
287290494544X05142	AT&T	ACCT NO. 287290494544 MAY 2022		42.42
124164	CARR BROTHERS & SONS	CITY OF MARSHALL - 28 YDS GRAVEL & 12 YD		656.88
05162022	CARR, LEVI	ARTICLE 32 SECTION 9: MEALS 5/13/22 4.25		10.00
202431239875	CONSUMERS ENERGY	ACCT NO. 1000 0916 3203 WASTE WATER MAY		266.50
202520231689	CONSUMERS ENERGY	ACCT NO. 1030 1580 0248 FIRE MAY 2022		538.03
207146669186	CONSUMERS ENERGY	ACCT NO. 1000 0033 5602 MARSHALL HOUSE M		3,815.23
201897278270	CONSUMERS ENERGY	ACCT NO. 1000 0916 3435 CITY HALL MAY 20		667.25
202075282741	CONSUMERS ENERGY	ACCT NO. 1030 1852 1130 MRLEC MAY 2022		4,064.11
206257722698	CONSUMERS ENERGY	ACCT NO. 1000 9033 6411 AIRPORT MAY 2022		121.05
203499136892	CONSUMERS ENERGY	ACCT NO. 1000 8921 1096 KP FIRE PLACE MA		27.75
202965162490	CONSUMERS ENERGY	ACCT NO. 1000 0759 4680 DPW MAY 2022		529.17
201897278272	CONSUMERS ENERGY	ACCT NO. 1000 0916 3971 DPW MAY 2022		877.39
201897278271	CONSUMERS ENERGY	ACCT NO. 1000 0916 3708 WASTE WATER MAY		209.20
201541318137	CONSUMERS ENERGY	ACCT NO. 1000 7224 3312 WATER MAY 2022		540.35
204033082719	CONSUMERS ENERGY	ACCT NO. 1030 1852 0884 MRLEC MAY 2022		1,001.43
204300072292	CONSUMERS ENERGY	ACCT NO. 1030 1352 1119 LIFT STATION MAY		23.38
70839	CT ELECTRICAL SERVICES	CUST NO. 100346 UNDERGROUND CONDUIT REPA		678.19
168069	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		395.10
05/20/2022	DEGOOD, DAN	UB refund for account: 139900		30.33
S0015917	EMERGENCY VEHICLE PRODC	CUSTOMER ID: MARSHALL - FIRE DEPT VEHICL	2022.015	1,012.46
05202022	FIRST CONTRACTING, INC	SCHULER'S PAYMENT REQUEST - CONSTRUCTION		150,188.07
4714	GOODWIN'S PLUMBING, LL	CITY OF MARSHALL SERVICE CALL ATHLETIC F		156.68
05/20/2022	GREEN, KASSONDRA & LAW	UB refund for account: 188900		25.29
2203295	GRIFFIN PEST SOLUTIONS	ACCT NO. 3422841 SERVICES AT 900 S. MARS		51.00
9201554577	HD SUPPLY FACILITIES M	CUSTOMER NO. 1228688 PARKING SIGNAGE		74.92
05/20/2022	HELLER, RHONDA & BRUCE	UB refund for account: 230600		17.89
8474	JS BUXTON	CITY OF MARSHALL WWTP - BLANKET PO FOR L	2022.033	1,225.40
05/20/2022	KEN WILSON	UB refund for account: 1995		66.50
05162022	MACK, JEFF	ARTICLE 32 SECTION 9: MEALS 5/13/22 4.25		10.00
470180	MARANA GROUP	ACCT NO. M323 SORT MAX JOB NO. 834428		60.00
001621A	MARSHALL HARDWARE	CITY OF MARSHALL - AIRPORT		3.93
001641	MARSHALL HARDWARE	CITY OF MARSHALL - DPW/CEMETERY		230.35
001659	MARSHALL HARDWARE	CITY OF MARSHALL - DPW		149.79
001672	MARSHALL HARDWARE	CITY OF MARSHALL - MOTOR POOL		14.37
001625	MARSHALL HARDWARE	CITY OF MARSHALL - ELECTRIC DEPT		14.34
05182022	MARSHALL RECREATION -	MARSHALL REC UMPIRE PAY FOR TRAVEL BASEB		910.00
02012022	MICHIGAN MUNICIPAL LEA	ID: 307 MML MEMBERSHIP RENEWAL 4/1/22 -		4,885.00
20220510019	MICHIGAN PUBLIC POWER	CITY OF MARSHALL - MPPA ADMIN OVERHEAD A		75.76
R105015538:02	MIDWEST TRANSIT EQUIPM	CITY OF MARSHALL - TRUCK REPAIR #323	2022.263	4,982.53
05192022	MUSSER, TIM	REIMBURSEMENT FOR MEALS AT COCM		82.80
05/20/2022	PARKS, SARAH O	UB refund for account: 276200		26.51
56654783	POWER LINE SUPPLY	CUSTOMER ID: 100402 SUBSTATION MATERIALS	2022.207	1,551.00
56654782	POWER LINE SUPPLY	CUSTOMER ID: 100402 SUBSTATION MATERIALS	2022.170	1,130.56
70835260	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 SERVICES AT MARSHALL		1,250.00
05162022	SCHIPPER, CLINT	ARTICLE 32 SECTION 9: MEALS 5/13/22 4.25		10.00
246794	TELNET WORLDWIDE	ACCT NO. 8948 CITY OF MARSHALL		(745.45)
05/20/2022	THEODOROVICH, JONATHAN	UB refund for account: 2300140001		131.04
115	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/	2022.017	2,385.00
963764	USA BLUEBOOK	CUSTOMER NO. 859103 COREPRO SAMPLER		166.14
05192022	WEBERLING, ERIC	REIMBURSEMENT FOR TRAINING MEAL		18.59
05172022	ZUZGA, ERIC	REIMBURSEMENT FOR PAESSLER INVOICE MAY 2		249.00
GRAND TOTAL:				185,113.77

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 05/27/2022 - 05/27/2022
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
408322	AD-VISOR & CHRONICLE	AD NO. 6100458 BRUSH PICKUP/HYDRANT FLUS		1,261.08
92186	ALL-TRONICS, INC.	ACCT NO. 1-MARCIT - PHONE REPROGRAMMING		125.00
16PH-Y6J7-1FKL	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - PLOTTER PAPER ROLL		83.00
1L9C-WW3Q-HNYX	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - COMMERCIAL FLOOR M		125.95
1YQL-F7Y1-WTKN	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - WIRELESS KEYBOARD		223.98
1TQC-VX4C-XGQR	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - AMERICAN FLAGS		298.74
2779	ARCTECH PRECISION WELD	CITY OF MARSHALL - 1/8" 304-2B STAINLESS		182.50
05272022	AST ENVIRONMENTAL, INC	REIMBURSEMENT FOR HYDRANT USAGE 4/22/22		334.00
225-492677	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - CLEAR WHEEL		13.79
225-492719	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - CREDIT MEMO		(18.00)
225-492710	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - 36 MONTH WET		150.99
225-492647	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL & FILTER		76.83
05/27/2022	BANFIELD, SAM & BONNIE	UB refund for account: 221700		9.97
9228	BIO-CARE, INC.	CITY OF MARSHALL FIRE DEPT - RESPIRATORY		240.00
05252022	BROWN, ROSEMARY	MARSHALL HOUSE RESIDENT REFUND (DEPOSIT		235.00
05232022	CARRIS, STEVE	MARSHALL HOUSE PAINTING SERVICE		450.00
2	CARTER CONSULTING, LLC	CITY OF MARSHALL - SCHULER'S RENTAL REHA		2,677.50
05232022	CITY OF MARSHALL	PETTY CASH - CALHOUN COUNTY EASEMENT FIL		30.00
89198	CONNECTED SOLUTIONS	GRICITY OF MARSHALL - MICROSOFT SURFACE COV		134.86
PIN0000000004302	CONSUMERS CONCRETE COR	CUSTOMER ID: MARSHALL CIT - FORM TUBE		223.50
7709750	CRYSTAL FLASH MARSHALL	ACCT NO. 051300000 REC GAS		1,027.31
598988	DARLING ACE HARDWARE	CUST NO. 1650 - PARKS (GLOVES & BATTERIE		26.98
599760	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (HYDRAULI		39.76
599734	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (ROUND UP		157.96
600126	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC DEPT (ROOF NAIL		4.59
600100	DARLING ACE HARDWARE	CUST NO. 1650 - PARKS (CABLE TIE, FIBERG		126.50
600127	DARLING ACE HARDWARE	CUST NO. 1650 - REC DEPT (PACKAGING TAPE		7.59
600141	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (RING WAX		17.98
600243	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (TOW STRA		22.99
05072022	DYER, JAMES	FARMER'S MARKET ENTERTAINMENT		35.00
I117151	ERIC DALE HEATING & A/C	CITY OF MARSHALL AIRPORT SERVICE CALL 4/		136.00
S104517741.001	ETNA SUPPLY	CUST NO. 5277 WATER METERS - PER QUOTE 3	2022.231	2,350.00
10394	FREDRICKSON SUPPLY, LLC	CITY OF MARSHALL - REEL SWIVEL + S&H		327.50
9307981697	GRAINGER	ACCT NO. 804945673 BATTERY BACKUP FOR SC		451.70
05022022	HERITAGE CLEANERS	ACCT NO. 100243 MARSHALL POLICE DEPT MAY		199.00
106609	HOFFMAN AG SERVICE, LT	ACCT NO. 7200 BUCCANEER PLUS 2.5 GAL		112.50
106608	HOFFMAN AG SERVICE, LT	ACCT NO. 7200 PRAMITOL 25 E 1GL		100.00
C169965	IMPACT SOLUTIONS	CLIENT NO. MARSH - DOOR HANGERS FOR STRE		257.42
05062022	ISAAC & SONS	MARSHALL HOUSE CARPET CLEANING SERVICE		2,395.00
26211	J AND K PLUMBING SUPPL	CITY OF MARSHALL CEMETARY - NIPPLE/CAP G		5.33
05/27/2022	JUDITH CHADDERDON	UB refund for account: 1814		60.19
71972	KEBS, INC.	PROJECT NO. 97929.CON REVISE REBECCA STR		150.00
S111583964.001	KENDALL ELECTRIC INCOR	MARSHALL (CITY OF) - RAW VFD REPAIR PART		1,000.95
1720997-20220430	LEXISNEXIS RISK DATA	MBILLING ID: 1720997 APRIL 2022		100.00
05/27/2022	LISCOMBE, TERESA & EDW.	UB refund for account: 1301360014		8.07
05272022	MARANA GROUP	ACCT NO. M323 PREPAY FOR WEEKLY MAIL SOR		500.00
470421	MARANA GROUP	ACCT NO. M323 SORT MAX JOB NO. 834680		67.28
05102022CAR	MARSHALL COMMUNITY CU	CITY CREDIT CARD - CHRISTY A RAMEY 4860		12.90
05102022EZ	MARSHALL COMMUNITY CU	CITY CREDIT CARD - ERIC ZUZGA 2217		1,386.29
05102022JL	MARSHALL COMMUNITY CU	CITY CREDIT CARD - JOSHUA LANKERD 3280		649.71
05102022JRM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - JUSTIN R MILLER 9156		727.81
05102022KM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - KEVIN MAYNARD 9501		6.25
05102022ME	MARSHALL COMMUNITY CU	CITY CREDIT CARD - MARTIN ERSKINE 9519		675.01
05102022TAS	MARSHALL COMMUNITY CU	CITY CREDIT CARD - THERESA A SEARS 2922		93.80
05102022WD	MARSHALL COMMUNITY CU	CITY CREDIT CARD - WILLIAM DOPP III 9493		25.00
05102022CM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - CITY OF MARSHALL 3431		54.03
60571	MCNALLY ELEVATOR COMP	ACCT NO. MA2391 REGULAR MAINTENANCE MAY		702.68
M500-111	MEDALLION MANAGEMENT	MANAGEMENT CONSULTING FEE FOR MARSHALL H	2022.254	4,800.00
M500-113	MEDALLION MANAGEMENT	MARSHALL HOUSE PAYROLL		3,290.03
R105015650:01	MIDWEST TRANSIT EQUIP	M CITY OF MARSHALL - DART BUS #6 MAINTENAN		228.96
NNS33233	NEONOVA NETWORK SERVIC	CITY OF MARSHALL ISP TECH SUPPORT MAY 20		1,000.00
813656	NYE UNIFORM COMPANY	MARSHALL CITY POLICE DEPT UNIFORMS - KEL		68.24
812075	NYE UNIFORM COMPANY	MARSHALL CITY POLICE DEPT UNIFORMS - PAT		1,169.99
807180	NYE UNIFORM COMPANY	MARSHALL CITY POLICE DEPT UNIFORMS - COL		242.40
2270567	OFFICE 360	ACCT NO. 26140 HAND SOAP		54.96
22010	PALM TEES	MARSHALL REC DEPT - FLAG FOOTBALL T-SHIR		952.00
05/27/2022	PARKS, SARAH O	UB refund for account: 1401740003		13.91
66262	PEERLESS MIDWEST, INC.	CITY OF MARSHALL - HYDROGEOLOGIST CONSUL	2022.225	3,250.00
56656937	POWER LINE SUPPLY	CUSTOMER ID: 100402 WATER DEPT BLUE FLAG		314.00
56658199	POWER LINE SUPPLY	CUSTOMER ID: 100402 LANYARD 6FT POLYESTE		62.00
56658583	POWER LINE SUPPLY	CUSTOMER ID: 100402 SOCKET METER JAW CLA		532.07
56654784	POWER LINE SUPPLY	CUSTOMER ID: 100402 STANDOFF BRACKET, CO		1,200.56
56658649	POWER LINE SUPPLY	CUSTOMER ID: 100402 9KV ARRESTER		1,514.20
00187280	PROGRESSIVE AE	CITY OF MARSHALL DESIGN AND ENGINEERING	2022.195	3,025.00
88796401	SAFETY-KLEEN SYSTEMS,	ACCT NO. CI28930 16G PARTS WASHER SOLVEN		196.41
05/27/2022	SLOAN II, JOHN W & BARI	UB refund for account: 215700		25.29
05/27/2022	STANTON, REBECCA	UB refund for account: 172800		20.96
05272022	STATE OF MICHIGAN	FILING FEE FOR LOCAL DEVELOPMENT BONDS S		1,000.00
1725	THE WOODHILL GROUP, LLC	CITY OF MARSHALL FINANCE & ACCTG SERVICE	2022.011	4,730.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
8571	TIRE CITY TIRE PROS	CITY OF MARSHALL - 2011 FORD F-550 SUPER		782.81
116	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		3,350.00
5674185	TOSHIBA AMERICA BUSINE	CUSTOMER NO. T0BRBDC - MRLEC COPIER MAY		56.51
5658311	TOSHIBA AMERICA BUSINE	CUSTOMER NO. T0BRBDC - MRLEC COPIER APRI		35.60
151026	TRI AIR TESTING, INC.	MARSHALL CITY FIRE DEPT - AIR ANALYSIS &		227.00
1620030380	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50
1620030381	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER DEPT		39.92
1620030379	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC DEPT		173.43
1620030375	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER DEPT		30.26
1620030377	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620030378	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		61.61
3258629	XEROX FINANCIAL SERVIC	CUSTOMER NO. 69580 XEROX LEASE MAY 2022		1,645.40
05182022	ZUZGA, ERIC	REIMBURSEMENT FOR MILES TO CODE ENFORCEM		80.14
GRAND TOTAL:				55,158.59



**IN RECOGNITION OF THE
FOUNTAIN CLINIC
30TH ANNIVERSARY**

WHEREAS, the Fountain Clinic, established in 1992, constitutes a health clinic providing free medical care to the uninsured and underinsured in the Marshall area; and

WHEREAS, as it celebrates its 30th year in Marshall, the Fountain Clinic continues its mission to help those who have no health insurance and cannot afford needed medical care; and

WHEREAS, the Fountain Clinic's employees are highly experienced and dedicated to serving patients in need in our community and have provided an overwhelming amount of patient visits since its inception;

NOW, THEREFORE, I, Joe Caron, Mayor of the City of Marshall, do hereby recognize the Fountain Clinic and congratulate them on their 30th Anniversary; and

BE IT FURTHER RESOLVED, the citizens of Marshall be urged to offer their congratulations to the founders, volunteers, and Board of Directors of the Fountain Clinic, both past and present, and thank them for their contributions these past 30 years toward improving the quality of life for the uninsured and underinsured of the Marshall community.

IN WITNESS WHEREOF, I, Joe Caron, Mayor of the City of Marshall have hereunto set my hand and caused the Official Seal of the City of Marshall to be affixed this 6th day of June, 2022.

Mayor Joe Caron
City of Marshall



ITEM 8 B

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Martin Erskine, Fire Chief

DATE: June 6, 2022

SUBJECT: **FIRE DEPARTMENT PRESENTATION AND RECOGNITION**

Presentations and recognitions are needed from time to time to update and inform the City Council of changes within the Fire Department. These events give us an opportunity to share the success stories of our staff and to introduce council to improvements and changes in our operations and staffing. The following is an outline of the planned presentation to City Council.

- Proclamation for Arson K-9 Bingo and handler Captain Parks
- Safer Grant New Hires Nathan Wagner, Ronnie Best and Jeff Collins
- Oath Of Honor and Badge Pinning



ITEM 12A

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Josh Lanker, Chief of Police
Marguerite Davenport, Director of Public Services

DATE: June 6, 2022

SUBJECT: **SPECIAL EVENT APPLICATION
GRAND RIVER BREWERY**

Over the last two years, Grand River Brewery has been granted several requests for the use of S. Jefferson for their sponsored events. This year Grand River is asking once again for permission to close and use S. Jefferson St in conjunction with the social district common area for 5 events. Grand River is requesting the closing and use of S. Jefferson on the following days:

- June 11, 2022, from 11am to 10 pm for the Oaklawn Color Run after party
- July 16, 2022 from 11am to 10 pm Vendor Street Event
- July 28, 2022 from 11am to 10 pm Low Country Boil
- September 3, 2022 from 11am to 10 pm for the Grand River Brewery 4 Year Anniversary Party
- September 17, 2022 from 11am to 10 pm for Oktoberfest.

Grand River staff will set up, take down, and reinforce the barricades if needed. They will provide trash receptacles and provide portable restrooms if needed. City staff will deliver and pick up the barricades. An application has been completed and proof of insurance has been provided.

Staff presented the event request at the May 26, 2022 DDA Board meeting and the board unanimously supported the event.

BUDGET IMPACT: The only city service requested is for the closure of Jefferson St. The city costs are estimated to be around \$450 per event. The total City cost amount will be invoiced to Grand River Brewery after each event.

RECOMMENDATION: Move to the approve the Grand River Brewery Special Event Application.



SPECIAL EVENT APPLICATION

The City must receive this form ninety (90) days prior to the date of the event. Forms received less than ninety (90) days prior to the date of the event may result in denial of the request. Please submit a letter with this form that details your Special Event.

APPLICANT INFORMATION

Applicant Name: Grand River Brewery Phone Number: 269-727-9311
 Email: april@grandriverbrewery.com

EVENT INFORMATION

Event Name: Oaklawn Classic 5k & Fun Run After Party
 Event Sponsor (company/organization/group):
 Non Profit For Profit Public Awareness
 Date(s) of Event: June 11, 2022 Start Time: 9am End Time: 11pm

Type of Event

<input type="checkbox"/> Parade/Run/Walk	<input checked="" type="checkbox"/> Entertainment	<input checked="" type="checkbox"/> Other Event (explain): After Party Street event with bands and service in the street
Assembly Starting Location:	City Park(s):	Describe Location: Jefferson Street in front of Grand River Brewery
Destination/Finishing Point:		
Please attach map with letter indicated the route fo the event.	Parking Lot(s):	

Is a street Closure Requested: Yes No

Name of Street(s): Jefferson St

INSURANCE

The City of Marshall requires an insurance certificate naming the City of Marshall as co-insured for any events on city property. An insurance certificate must be filled out at the time of this Special Event Application is submitted. The minimum amount of coverage required is \$1 million dollars of Liability Insurance.

Insurance Certificate Status: Included with Event Application Certificate Previously Filed

Event Representative Signature: <i>April Keed</i>	Printed Name: April Keed
Date: 4/28/22	

Example of Fees to To be determined by City Departments			OFFICE USE ONLY
Item	Unit Price	Quantity	Total Cost
Type III Barricade	\$8.00 Each		
Saw Horse Barricade	\$5.00 Each		
Closure Signs	\$2.00 Each		
Detour Signs	\$4.00 Each		
Traffic Cones	\$3.00 Each		
No Parking Signs	\$1.00 Each		
Hang Banner	\$400.00 Each		
Trash Can	\$5.00 Each		
Total Equipment Cost			

Staff Charges Hours will be estimated at event planning meeting with Organizer			OFFICE USE ONLY
DPW/Parks Department Services	Cost		Total Cost
Restroom Cleaning	\$ 45.00	Per Hour	
Restroom Cleaning (overtime rate)	\$ 60.00	Per Hour	
Street Sweeping	\$ 25.00	Per Block	
Street Sweeping (overtime rate)	\$ 35.00	Per Block	
Empty Trash (overtime rate)	\$ 200.00	Each Occurance	
DPW Equipment/Vehicles:			
Other:			
Police Department Services	Cost		
Per Officer	\$ 55.00	Per Hour	
Per Officer (overtime rate)	\$ 85.00	Per Hour	
Vehicle:	\$ 20.00	Per Hour	
Fire Department Services	Cost		
Fire Fighter		Per Hour	
O/T Fire Fighter	\$91.00	Per Hour	
Part- Paid Fire Fighter		Per Hour	
Fire Equipment/Vehicles	\$125	Per Hour	
Total Staff Charges			
SUB TOTAL			
Apply Non Profit Discount (-\$500)			
TOTAL			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

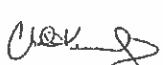
PRODUCER Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	CONTACT NAME: Andrea Masters PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: amasters@waltoninsurancegroup.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Home-Owners Insurance Company</td> <td>26638</td> </tr> <tr> <td>INSURER B:</td> <td>Eastern Alliance Insurance Group</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Home-Owners Insurance Company	26638	INSURER B:	Eastern Alliance Insurance Group		INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Veritas Vineyard, LLC, DBA: Grand River Brewery 323 S Cooper St Jackson 49201-2343																					

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	06195522-22	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non-Owned Auto \$ 1,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	4463255502	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	01-0000553863-07	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Marshall is included as additional insured with respects to the liability of the named insured.

CERTIFICATE HOLDER City of Marshall 323 W. Michigan Avenue Marshall MI 49068	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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① Road Closed Ahead - ~~Jefferson St~~ (2)

② Type III Barricade - (4)

③ Grabber Lines - (8)

Jefferson St Closure
9/25/21



ITEM 12B

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Josh Lanker, Chief of Police
Marguerite Davenport, Director of Public Services

DATE: June 6, 2022

SUBJECT: **SPECIAL EVENT APPLICATION
COPPER SUMMER BASH**

The Copper Athletic Club hosted an event last year downtown and is looking to host an annual event. The “Copper Bash” is planned for August 20, 2022 from 2 pm to 12 am. They are requesting the closing of W. Michigan Ave during this time.

The “Copper Bash” will take place downtown in the 100 block of W. Michigan Ave between Eagle St and Jefferson St. The event will have live music along with a DJ playing music between events. The following is the schedule of events:

2pm to 4 pm: Stage setup in front of Marshall Hardware facing east.
Celebrity Athlete Appearance and Autographs

4pm to 5 pm: Coney Dog Eating Contest

5pm to 7 pm: Band 1 performance

8pm to 10 pm: Band 2 Performance

10pm to 12 am: Stage removal and clean up.

Copper Athletic Club staff will set up, take down, and reinforce the barricades if needed. They will provide 8 additional trash receptacles and provide a portable restroom. They will clean up and remove all equipment, trash receptacles, etc.

The “Copper” Bash would operate under the common area of the Social District License and encourages other businesses to be involved. City staff will deliver and pick up the barricades. An application has been completed and proof of insurance has been provided.

Staff presented the event request at the May 26, 2022 DDA Board meeting and the board unanimously supported the event.

BUDGET IMPACT: The only city service requested is for the closure of Michigan Ave. The city costs are estimated to be around \$450 for the event. The total cost amount will be invoiced to Copper Athletic Club after the event.

RECOMMENDATION: Move to approve the Copper Summer Bash Special Event Application.



SPECIAL EVENT APPLICATION

The City must receive this form ninety (90) days prior to the date of the event. Forms received less than ninety (90) days prior to the date of the event may result in denial of the request. Please submit a letter with this form that details your Special Event.

APPLICANT INFORMATION

Applicant Name: Copper AC / Amanda Hershock Phone Number: 517-425-9065

Email: amandas1352@gmail.com

EVENT INFORMATION

Event Name: Copper Bash

Event Sponsor (company/organization/group):

- Non Profit
 For Profit
 Public Awareness

Date(s) of Event: 8-20-22 Start Time: 2:00pm End Time: 12:00am

Type of Event

<input type="checkbox"/> Parade/Run/Walk	<input type="checkbox"/> Entertainment	<input checked="" type="checkbox"/> Other Event (explain): <u>Live bands + entertainment</u>
Assembly Starting Location:	City Park(s):	Describe Location: <u>Michigan Avenue (Eagle St - Jefferson St) Downtown</u>
Destination/Finishing Point:		
Please attach map with letter indicated the route for the event.	Parking Lot(s):	

Is a street Closure Requested: Yes No

Name of Street(s):
Michigan Ave (Eagle - Jefferson)

INSURANCE

The City of Marshall requires an insurance certificate naming the City of Marshall as co-insured for any events on city property. An insurance certificate must be filled out at the time of this Special Event Application is submitted. The minimum amount of coverage required is \$1 million dollars of Liability Insurance.

Insurance Certificate Status: Included with Event Application Certificate Previously Filed

Event Representative Signature: Amanda Hershock

Printed Name: Amanda Hershock

Date: 4-27-22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Select Underwriters 100 N. Williams Lake Road, Ste A Waterford MI 48327	CONTACT NAME: Natalie Hein PHONE (A/C, No, Ext): 248-698-7600 FAX (A/C, No): 248-698-7634 E-MAIL ADDRESS: Natalie@Selectunderwriters.com
	INSURER(S) AFFORDING COVERAGE
INSURED Copper Pub LLC 429 W Michigan Ave Marshall MI 49068	INSURER A: Conifer Insurance Company
	INSURER B: Accident Fund Insurance Company of America
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 575057020 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSD) (WOP)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	CICP025782	8/22/2021	8/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A	WCV6172583	8/22/2021	8/22/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		CILL025783	8/22/2021	8/22/2022	Liquor Occurrence 1,000,000 Liquor Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Marshall is named additional insured with respect to general liability.

CERTIFICATE HOLDER City of Marshall 323 W Michigan Ave Marshall MI 49068	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ITEM 12C

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Josh Lanker, Chief of Police
Marguerite Davenport, Director of Public Services

DATE: June 6, 2022

SUBJECT: **SPECIAL EVENT APPLICATION
2022 CRUISE THE FOUNTAIN**

The "Cruise the Fountain" event is returning this year on July 2nd 2022. This event is being organized by the Calhoun County Fair Grounds. The "cruise" event runs in conjunction with the Cruise at the Fountain car show which is held at the Calhoun County Fair Grounds.

The "Cruise" motorcade/parade event will begin at 6pm leaving from the CCF with a MPD unit leading. Vehicles will "Cruise" from CCF north on S. Marshall Ave to Exchange St. The vehicles will travel west, in the WB lanes, on Michigan Ave through downtown. Vehicles will enter the traffic circle and continue around the fountain and return EB through downtown traveling east in the EB lane. The cruise will proceed south on Exchange, east on Green, north on Marshall, and back west on Michigan Ave. Once all the vehicles are around the fountain at the end of the second lap the Cruise vehicles will be free to return to the fairgrounds or safely continue to cruise on their own.

BUDGET IMPACT: Staff has completed an operational plan accounting for the escort and traffic control needed. The plan requires 7 total personnel (5 PD, 2 FD) and 7 vehicles.

Estimated Total: \$1,414 (\$1914-\$500) *\$500 forgiveness for non-profit.

MPD- \$1,050 potentially 5 full time police officers (\$85hr x 2hrs), 5 vehicles (\$20hr x 2hrs)

MFD- \$864 This would include 2 fire apparatus', 2 full time fire fighters.

The Calhoun County Fair Grounds will be invoiced for the cost of the event per the direction of the Marshall City Council.

RECOMMENDATION: Move to approve the 2022 Cruise the Fountain Special Event Application.



SPECIAL EVENT APPLICATION

The City must receive this form ninety (90) days prior to the date of the event. Forms received less than ninety (90) days prior to the date of the event may result in denial of the request. Please submit a letter with this form that details your Special Event.

APPLICANT INFORMATION

Applicant Name: CCAIS - Calhoun Co. Fairgrounds Phone Number: 269.781-8161

Email: CCAISoffice@gmail.com

EVENT INFORMATION

Event Name: Cruise AT The Fountain

Event Sponsor (company/organization/group):

Non Profit

For Profit

Public Awareness

Date(s) of Event: July 2, 2022

Start Time: 1700

End Time: 2200

Type of Event

Parade/Run/Walk

Entertainment

Other Event (explain):

Assembly Starting Location:

Calhoun County Fairgrounds

City Park(s):

None

Describe Location:

Cruise:
Fair St to S. Marshall Ave. to
Exchange St, onto E. Michigan Ave
To Dobbins St.

Destination/Finishing Point:

Calhoun County Fairgrounds

Please attach map with letter indicated the route to the event.

Parking Lot(s):

None

Shut off Downtown:
Grand St to Madison St

Is a street Closure Requested:

Yes

No

Name of Street(s):

Fair St, S. Marshall Ave. Michigan Ave between Dobbins to Marshall Ave.

INSURANCE

The City of Marshall requires an insurance certificate naming the City of Marshall as co-insured for any events on city property. An insurance certificate must be filled out at the time of this Special Event Application is submitted. The minimum amount of coverage required is \$1 million dollars of Liability Insurance.

Insurance

Certificate Status:

Included with Event Application

Certificate Previously Filed

Event Representative

Signature:

Cathy J. Combs

Printed

Name:

Cathy J. Combs

Date:

April 26, 2022



ITEM 12D

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Josh Lankerd, Chief of Police
Eric Zuzga, Community Services Director

DATE: June 6, 2022

SUBJECT: **SPECIAL EVENT APPLICATION
AUTISM ROCK SHOW**

Kayla Leach has requested the use of Stuart's Landing to host her organization's annual autism event. She has hosted an annual autism event in the past, but this is the first time she has requested the use of Stuart's Landing Park.

The event is planned from 3 pm to 11 pm with four live bands performing throughout the evening. The organizers will be selling food and drinks with all proceeds and donations going to the JDLS Angels for Autism Foundation.

The organizers will set up, take down, and arrange for parking. They will clean up and remove all equipment, trash receptacles, etc.

An application has been completed and proof of insurance is being obtained. A license agreement between the City of Marshall and JDLS Angels for Autism Foundation has been completed.

BUDGET IMPACT: The use of Stuart's Landing Park along with the band shell and electricity service was requested. The estimated cost of the event is under \$500.00. City Council has directed staff to provide a \$500 credit to non-profit organizations. An incurred costs over \$500 will be invoiced to JDLS Angels for Autism Foundation.

RECOMMENDATION: Move to approve the Autism Rock Show Special Event Application.



City Of Marshall
323 West Michigan Ave
Marshall, MI 49068
Phone: 269.781.5183
Fax: 269.781.2878

Special Events Application

Important: Please fill out each item as completely so that the application can be processed as quickly as possible, without unnecessary delays. Please return the completed, signed application, with any necessary attachments, to the City Clerk's Office, at the address shown above. Special Events must be approved by the City Council, which typically meets twice per month. We recommend submitting your application at least 90 days before your organization wishes to receive approval, to allow time to work through issues with the staff, and to allow for the possibility that the City Council may still see issues that should be addressed before approval.

Applicant Information

Name of Special Event: Autism Rock Show

Is the sponsoring organization: [X] Non-Profit, please provide status letter* [] For Profit

Mailing/Billing Address: 408 Fairway Woods Dr Apt 4

City/State/ZIP Code: Marshall MI 49068

Business Phone: 269 753 5671 Cell Phone:

Email Address(es): jdlangels4autism@gmail.com

Event Information

*A separate event schedule and/or description may be attached in response to questions 1 through 5.

**For any question, if there is not room to include a complete response, please include the response on a separate attachment and note "see attached". When providing information in an attachment, please refer to the appropriate question number(s) to help the City staff review the application.

1. Requested day(s), date(s), and time(s) of the Special Event: June 11 2022
9am - 12am perform 3pm to 11pm

2. Is there a requested alternative date(s)? [] Yes [X] No

If yes, please provide the alternative date(s):

3. Please describe the event(s): Music Food merch Auction

4. What is the requested location(s) of the event(s): Stuart's Landing 603
Homer Rd Marshall MI 49068

5. Does this event require a street closure? [] Yes [] No Street Name:

Start and End Locations: Stuart's Landing

Please complete the following check list regarding your event and special needs: More detailed instructions are included on the following pages. Please use additional sheets where appropriate for more detailed responses.

General

- 6. Is this event expected to occur again in a future calendar year?
Normal Annual Date? 2nd week in June, Yes No
- 7. Have you included a map indicating the location of your event?* Yes No
- 8. Is your event located within the Downtown Development Authority? Yes No
- 9. Does the applicant wish to prohibit vending within the event area? Yes No
- 10. Does the applicant plan to include vending as part of this event?* Yes No
- 11. Will this event include the use of signs? Yes No
- 12. Is the applicant requesting special parking arrangements, such as reserved parking? Yes No

Public Services

- 13. Is the applicant requiring utility connections, such as electric or water services?* Yes No
- 14. Does the applicant require other public services?
 - a. Barricades Yes No
 - b. Fencing Yes No
 - c. Street Sweeping Yes No
 - d. Mowing Yes No
 - e. Rubbish Containers Yes No
 - f. Rubbish Removal Yes No
 - g. Picnic Tables Yes No
 - h. Cessation of Lawn Sprinklings Yes No
 - i. Other _____ Yes No
 - j. Map including indicating location of these services?* Yes No
- 15. Do you plan to utilize volunteers to help run the event? Yes No

Public Safety

- 16. Does the applicant have any special security or safety concerns? Yes No
- 17. Are you requesting assistance from the Police/Fire Departments? Yes No
- 18. Will the event include loud or unusual sounds?
 - a. Musicians Yes No
 - b. Singers Yes No
 - c. Amplified Announcers Yes No
 - d. Carnival Rides Yes No
 - e. Motor Vehicle Noises Yes No
 - f. Other _____ Yes No
- 19. What are the planned hours for loud or unusual sounds? 3pm to 11pm.
- 20. Will the event include unusual lighting beyond what is normal at that location? Yes No

Alcohol Consumption

- 21. Are alcoholic beverages proposed to be served as part of the event? Yes No
- 22. Will you be utilizing a LLC regulated boundary? Yes No
- 23. Are you using the Social District for outdoor alcohol consumption? Yes No
- 24. Have all necessary liquor licenses been obtain at the time of this application? Yes No
- 25. Does the applicant have any other requests that are not listed in this form? Yes No
- 26. The applicant is require to provide \$1,000,000 of liability insurance coverage with respect to the event; have you attached a Certificate of Insurance listing the City of Marshall as an additionally insured? Yes No

Questionnaire Explanations

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
7. **An Event Map**—if your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
8. **Is your event located within the Downtown Development Authority?** The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
9. **Does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies (Health Department).
11. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
12. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
13. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a description or map showing the utilities requested.
14. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal of picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant will be charged for these services.
15. **Do you plan to utilize volunteers to help run the event?** Depending on the scope of the event, volunteers can help reduce the cost of special events for the applicant. The City has limited staff to help with special events and encourages organizers to utilize volunteers as much as possible.
16. **Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Police Department in addressing these concerns?** If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant will be charged for these services.
17. **Is the applicant requesting assistance from the Police or Fire Departments in addressing these concerns?**

If yes, you must contact both the Police and Fire Chief to determine what assistance from the Departments is appropriate and available, and provide a description of the services the Departments have indicated they could provide. The applicant will be charged for these services.

18. Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?
If yes, you must please attach information indicating all of these on this application.

20. Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?
If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.

21. Are alcoholic beverages proposed to be served as part of the event?
If yes, you must advise the Police Department of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.

25. Please attach a separate sheet detailing any aspects of the event that are not specifically addressed in this form but of which the City Council should be aware to make a fully informed decision with regard to approval of the proposed event.

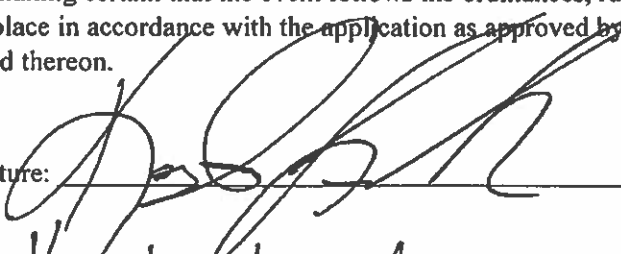
26. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event. A Certificate of Insurance, with the City listed as an additional named insured, must be provided to the City Clerk's Office at least one calendar month before the event. Is the insurance certificate attached?

The City of Marshall PROHIBITS any and all painting of any city property, including sidewalk and streets. Events of those persons violating this policy will be canceled and not future event will be allowed.

Applicant Signature

I hereby affirm that the information is true to the best of my knowledge and belief, and agree that the applicant will be responsible for making certain that the event follows the ordinances, rules, and regulations of the City of Marshall and that the event takes place in accordance with the application as approved by the Marshall City Council, including any conditions placed thereon.

Applicant Signature: _____



Printed Name: Kayla Leach

Date: 5/16/2022

The APPLICANT does hereby agree to indemnify, hold harmless and defend the CITY and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, OWNER, PERMITTEE (Renter) or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fee and litigation expenses), arising or alleged to have arisen directly or indirectly out of the operation and use of CITY property and public right of way. APPLICANT'S obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or authorized volunteers.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-11-2019

Employer Identification Number:
83-3115683

Form: SS-4

Number of this notice: CP 575 E

JDLS ANGELS FOR AUTISM FOUNDATION
% KAYLA LEACH
115 SOUTH FOUNTAIN STREET
MARSHALL, MI 49068

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-3115683. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is JDLS. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

9999999999

Your Telephone Number Best Time to Call
() - _____

DATE OF THIS NOTICE: 01-11-2019
EMPLOYER IDENTIFICATION NUMBER: 83-3115683
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

JDLS ANGELS FOR AUTISM FOUNDATION
% KAYLA LEACH
115 SOUTH FOUNTAIN STREET
MARSHALL, MI 49068



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm WOODS INSURANCE & FINANCIAL SERVICES INC 120 S HAMILTON ST MARSHALL MI 49068	CONTACT NAME: KELLI WOODS PHONE (A/C, No, Ext): 269-781-4256 FAX (A/C, No): 269-781-4469 E-MAIL ADDRESS: KELLI@SANDYWOODSAGENCY.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED JDL'S ANGELS FOR AUTISM FOUNDATION INC 408 FAIRWAY MDWS APT 4 MARSHALL MI 49068	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			92GDV7942	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
---------------------------	---------------------

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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LICENSE AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
JDLS Angels for Autism Foundation
FOR STUARTS LANDING CONCERT USE FOR 2022

THIS AGREEMENT ("Agreement"), entered into this _____ day of _____, 2022 by and between the City of Marshall, a municipal corporation with an address of 323 W. Michigan Avenue, Marshall, Michigan 49068 (hereinafter referred to either as "CITY" or "LICENSOR") and JDLS Angels for Autism Foundation, a not-for-profit corporation, whose address is _____ (hereinafter referred to as "LICENSEE") for non-exclusive and temporary limited use of Stuart's Landing for the "Concert Event" of 2022.

RECITALS

WHEREAS, CITY owns and operates a facility, commonly referred to as Stuart's Landing (hereinafter referred to as "Facility", whether capitalized or not), situated within the City of Marshall MI; and,

WHEREAS, CITY, in its operation and management of said facility desires to make facility available to public interest groups and organizations to promote such public interest objectives and to maximize citizen use of such facility; and,

WHEREAS, LICENSEE, as above identified, has requested authorization from the CITY to use facility for staging of a Festival Event, and the CITY, through its City Council, is desirous of permitting and authorizing such activity in accordance with the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1.0 LICENSE TO USE STUART'S LANDING

In consideration of the covenants herein contained, the CITY hereby grants to LICENSEE the right and privilege to conduct and stage certain Concert Event activities at the Facility upon the terms and conditions, as follows:

2.0 USE OF PROPERTY

LICENSEE shall be subject to a CITY issued permit the non-exclusive use and temporary occupancy of facility for those activities reasonably relating to the conducting of the Concert Event during calendar year 2022 on dates specified in Section 3 below. The CITY may require, and LICENSEE agrees to immediately vacate the Facility for any violation of this Agreement, Facility

rules, or any behavior or conduct that may, or did, result in the physical injury of a person, whether criminal or not.

3.0 PERIOD OF USE

LICENSEE shall hold the Concert Event from 9:00 a.m. to 11 pm on June 11th 2022.

LICENSEE must obtain prior written approval from CITY in the event that the LICENSEE shall require additional days for set-up or clean-up.

4.0 COMPENSATION/RENT

There shall be no compensation or rent paid by LICENSEE, inasmuch as the CITY has determined, through its City Council, that this use of property is within the public interest and consistent for the purpose for which the park is dedicated.

5.0 UTILITIES

LICENSEE shall pay all charges and costs for all utilities, including but not limited to, electricity, light, heat, water, power, and telephone rendered or supplied upon, or in connection with the LICENSEE's use of said facility. Said costs, to the extent not determinable by direct charge computation, shall be determined to equal amount of utility charge in excess of that average charge imposed for a comparable period, to be determined by the Director of Public Services. Provided, however, any and all special hook-ups or support facilities required by LICENSEE for its event shall be solely the responsibility of the LICENSEE to pay.

6.0 RESTROOMS

LICENSEE shall bear responsibility for payment of all charges associated with the providing of toilet facilities on the property during the period of Concert Event.

7.0 ACCEPTANCE OF PROPERTY AS-IS

LICENSEE accepts the buildings, improvements and any equipment in or on the facility in their existing conditions. No representation, statement or warranty either express or implied, has been made by or on behalf of CITY as to said condition, as to the use that may be made of such property, except as may be expressly limited herein by way of restriction. In no event shall CITY be liable to LICENSEE for any defect in such property or for limitations on its use. No representational warranty of habitability, express or implied, has been made by or on behalf of the CITY. LICENSEE and its quests may utilize the facility and LICENSEE and its quests, heirs and assigns expressly waives and releases any and all claims against the CITY and its Council, staff and agents for such use of facility.

8.0 MAINTENANCE/SET-UP/CLEAN-UP

LICENSEE shall, at its own expense, take all necessary steps to organize and set-up the facility for Concert Event activities. All costs associated with same shall be borne exclusively by LICENSEE.

In addition, LICENSEE shall bear full responsibility for cleaning up of the facility. In addition, thereto, LICENSEE affirmatively covenants to restore the facility fully to its "pre-event" condition,

usual wear and tear excepted, at the completion of Festival Event activities.

During the period of this Agreement, the LICENSEE shall be responsible to maintain the Facility in the same condition, usual wear and tear excepted, that existed at the time this Agreement commenced. LICENSEE will be given a pre-event checklist whereby any damaged equipment or missing property can be identified. Once the event is over, the equipment and property will be subject to a post-event inspection. The cost of any maintenance resulting from the activities of the LICENSEE, the repair of any damage or loss of any equipment indicated on the post-event checklist and an amount necessary to remedy the findings of the post-event inspection, shall be paid by the LICENSEE within thirty (30) days of the invoice date.

9. COMPLIANCE WITH LAW, ORDINANCE, CITY RULES

LICENSEE shall comply with all requirements which may be imposed by public authorities, whether State or local, with regard to equipping facility for conducting of Festival Event activities and any changes and/or additions to property necessitated as a result of any such requirements shall be solely at the cost, and at the expense of the LICENSEE; provided, however, that the property may not be physically altered in a permanent manner except upon prior written approval of the Director of Public Services, in concurrence with the City Manager, as above identified.

LICENSEE shall comply with all CITY ordinances and rules related to the use of Facility and the park. LICENSEE and its visitors and guests agree to not engage in any prohibited conduct, including, but not limited to:

- Inappropriate or disruptive behavior or language that disturbs other park participants and CITY staff.
- Racial, religious or sexual harassment of other park participants or CITY staff.
- Failure to maintain personal cleanliness.
- Unwanted physical contact with another person including physical contact with another in an angry or threatening way.
- Illegal use of prescription drugs or possessing illegal drugs or the use of marijuana while on CITY property.
- Theft, vandalism and /or misuse of CITY property or personal property or behaviors that result in the destruction of property.
- Any other conduct of an inappropriate, threatening, or offensive nature.
- Disregarding posted rules and signs.
- Use of any kind of firework is prohibited, except by permit.
- Campfires are prohibited in the park per ordinance.

10. LICENSEE AUTHORIZATION/OBLIGATION TO RESTRICT USE OF PARK PROPERTY. AND ALCOHOL USE

LICENSEE is not authorized to dispense alcohol in the park.

11. SECURITY MANAGEMENT

LICENSEE shall make suitable arrangements for providing reasonable security personnel during the the Concert Event. LICENSEE shall provide satisfactory written proof of same to the Director of Public Services prior to the Festival Event. LICENSEE shall be responsible for management of

facilities and property the during period of the License.

12. INSURANCE AND INDEMNITY AND WAIVER OF LIABILITY

LICENSEE shall, at its own expense, provide and keep in force, general public liability insurance protecting the LICENSEE and CITY all claims of damage to persons or property or for loss of life or of property, occurring on, in or about the facility, during the period of Festival Event, and with respect to preparatory and clean-up activities occurring in connection with same. LICENSEE shall maintain comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and name CITY, (to include its Council, staff, and agents), as additional insured; copies and certificates of coverage naming the CITY as an additional insured, shall be provided to the City Clerk at the time of reservation.

LICENSEE agrees to RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE and further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the CITY and its members of its City Council (in their official and individual capacities), directors, administrators, agents, servants or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, costs, expenses, attorney fees, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by LICENSEE, its guests, assigns, heirs, patron(s) or contractee(s), or agent(s) or any of the property belonging to LICENSEE, its guests, assigns, heirs, patron(s) or contractee(s), or agent(s) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity as Festival Event, or while in, on or upon the property where the Festival Event activity is being conducted, including all claims, liabilities, costs or expenses, including attorney fees and costs, relating to any third-party complaint as brought by Festival Event patron(s) or contractee(s), or agent(s) of same alleging injury or damage of any kind.

LICENSEE shall furthermore, and at its own expense, keep in force such other insurance against other insurable hazards in such amounts as may from time to time be required by CITY, provided that such are insurable assets and hazards commonly insured against with respect to similar premises and uses. LICENSEE shall provide insurance required by state and local law.

13. OBLIGATIONS AND REPRESENTATIONS IN REGARD TO CONTRACT CONTRACTEES AND VENDEES

LICENSEE represents, and agrees to provide evidence upon request, of satisfactory agreements existing between LICENSEE and all Contractees/Vendees offering services for goods at the facility during the period of Festival Event. Such contracts of agreement shall include, with respect to all contracted vendee offerings, at a minimum, the following:

- Requirement that Contractee/Vendee maintain adequate insurance and provide workers' compensation coverage for any of its employees.
- Contractee/Vendee shall be an Equal Opportunity Employer.
- Contractee/Vendee shall maintain adequate levels of liability and casualty insurance, to be determined adequate in the reasonable exercise of judgment of Concert Event.
- Contractee/Vendee shall comply with all rules and regulations appurtenant to use of park and facilities.

- LICENSEE shall exercise best efforts to engage local contractors and local veteran contractors.

14. EVENT PARKING

CITY property will be available for Concert Event for parking. LICENSEE will be responsible for access and control of parking. Parking is non-exclusive and shall be available for all visitors to the CITY park.

15. CITY EMPLOYEES

It is understood that during the course of the Concert Event, City employees may be used as necessary to observe and take any necessary action to ensure that LICENSEE maintains the park and Facility and its related structures are properly utilized for its intended purpose while being appropriately operated and maintained. It is also understood that when City employees are engaged in connection with this Festival that the LICENSEE shall be responsible for any cost incurred by the CITY, including wages, fringe benefits and overtime pay, as applicable. These amounts will be invoiced to the LICENSEE within 30 days following the Festival Event.

16. RELATIONSHIP BETWEEN CITY AND LICENSEE

It is understood that the relationship created by this Agreement between the City of Marshall and the Concert Event shall be LICENSOR-LICENSEE. It is not a joint venture, a partnership nor a cooperative arrangement in any sense. Nothing in this Agreement shall be construed so as to give rise to an agency relationship as between CITY and LICENSEE. Nothing in this Agreement shall be construed so as to give rise to an arrangement other than authorization by CITY for LICENSEE to use property in accordance with the terms and conditions as herein set forth. It is further understood that the conduct of the Festival Event shall be the exclusive responsibility of the LICENSEE.

17. MICHIGAN LAW – CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Calhoun, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

18. TERMS AND CONDITIONS

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

19. ASSIGNMENT

LICENSEE shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of CITY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for Agreement termination. This Agreement is strictly between the parties hereto and may not be assigned without written permission of the non-transferring party.

20. NONEXCLUSIVE AGREEMENT

LICENSEE understands that this is not an exclusive Agreement, and that CITY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by LICENSEE as the CITY desires.

21. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct waiver or estoppel.

22. NO THIRD-PARTY BENEFICIARY

No person dealing with the CITY or LICENSEE shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the CITY or the LICENSEE and any staff, visitors, residents, or other individuals who may have business through the CITY.

23. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

24. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

25. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, LICENSEE hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which LICENSEE is obligated, which breach would have a material effect there on.

IN WITNESS WHEREOF, the following signators, having been duly authorized to execute this Agreement, execute same by and on behalf of their respective organizations.

City Clerk
City of Marshall

Date

LICENSEE

Date



ITEM 12 E

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Kevin M. Maynard, Director of Electric Utilities

DATE: June 6, 2022

SUBJECT: **Marshall Hydroelectric Project Unit #3 Recommended Repairs**

The Marshall Hydroelectric Project includes three hydroelectric generating units. Unit #1, with a rated capacity of 175 kilowatts (kW), is the plant's primary generator, operating on average 80% of the hours in a year. Hydroelectric Unit #2 (144 kW) has been out of service since 1947 and is not included in the Hydroelectric Project's Federal Energy Regulatory Commission (FERC) license.

Unit #3 (144 kW) has been out of service since May 2017 due to a bearing failure. Unit #3 repairs were initially delayed due to uncertainty regarding the Hydroelectric Project's future. After the City determined to make improvements to Perrin Dams #1 and #2 and the earthen embankment between the dams, proposals were solicited to repair Unit #3 and return it to service.

On January 21, 2020, City Council authorized execution of a contract with Kiser Hydro to perform Unit #3 repairs at a cost (including contingency) of \$40,168. Kiser Hydro made two unsuccessful attempts to affect the necessary repairs; as a result, Unit #3 remains out of service.

Unit #3 turbine was manufactured in 1919 by James Leffel & Company of Springfield, Ohio. In 2019, James Leffel & Company was acquired by Canyon Hydro of Deming, Washington. In December 2021—as the original equipment manufacturer—Canyon Hydro was engaged to inspect Unit #3.

Canyon Hydro inspected Unit #3 on December 14, 2021, and provided the attached inspection report. On January 4, 2022, Canyon provided the attached proposal to perform the Unit #3 repairs recommended in its inspection report at an estimated cost of \$57,400. Canyon Hydro has agreed to honor its January 2022 estimated cost if the City wishes to proceed with this repair.

Historically, Unit #3 operates approximately 35.5% of all available hours. Its operating hours are primarily dependent on available river flow and head differential levels above and below the dams. Unit #3 also serves as the sole backup to Unit #1; when Unit #1 was out of service for repairs from November 10 through December 3, 2021, no energy was generated by the Marshall Hydroelectric Project.

Marshall Hydroelectric Project energy production reduces the City's market power purchases. From 2000 to 2017, Unit #3 generated on average 309,375 kWh annually, including 640,946 kWh generated in 2015.

At an average market price of \$0.05/kWh, the annual value of Unit #3 energy is approximately \$15,468.75. However, market prices have increased significantly over the past year. Power prices are typically less in March and April—between the heating and cooling seasons; however, in April 2022, the average MISO market price was \$0.062057/kWh. Applying this price to Unit #3 average annual production results in an energy value of \$19,198.88.

Unit #3 also qualifies for Midcontinent Independent System Operator (MISO) capacity credit of 144 kW. Currently, Marshall pays approximately \$5.50/kW-month to meet its capacity obligations. The capacity value of Unit #3 is approximately \$9,504 annually. In the latest MISO capacity auction, the capacity costs were \$7/kW-month.

Finally, Unit #3 generates Renewable Energy Certificates/Credits associated with each megawatt-hour of energy it produces. These RECs typically sell for approximately \$3 per MWh. The annual value of Unit #3 RECs is approximately \$928.13.

Using current values and average annual energy production, Unit #3 provides approximately \$25,901 per year in avoided power supply costs. Based on the proposed \$57,400 repair costs, an approximate 2.2-year payback results.

BUDGET IMPACT: Unencumbered Electric Department funds are available to pay for the recommended Unit #3 repairs. The Deficit Elimination Plan is not affected by this expenditure, and the Electric Department remains on track with the State's timeline.

RECOMMENDATION: Authorize staff to engage Canyon Hydro to perform the recommended Hydroelectric Unit #3 repairs at an estimated cost of \$57,400 to return hydroelectric generating unit #3 to service.



December 17, 2021

Robert Siegel
Lead Operator, Powerhouse
City of Marshall
906 S. Marshall, Marshall, MI 49068

Re: Site Inspection Report, Findings & Recommendations for Repair

Plant: Marshall Power Plant, Marshall, MI
Date: December 14, 2021
Attendees: Robert Siegel City of Marshall
Kevin Maynard City of Marshall
Jeff Taylor City of Marshall
Curt Crow City of Marshall
Jim Ward Canyon Hydro
Report by: Jim Ward
Turbine: Leffel Shop No: AB-13185, Shipped 1919 (2 Units, Type: 30" Z Vertical)
Generator: General Electric

From Robert Siegel's request, Canyon's proposal dated November 04, 2021, and the City of Marshall's PO 2022.117 the purpose of the inspection was to assess the existing condition of Unit 3's generator upper/thrust bearing and provide a report of findings and recommendations for repair. The following pages contain my report of findings and Canyon's recommendations for repair. In response to a further request from Robert, Canyon will provide under separate cover a proposal for the recommended repairs.

I arrived at the plant at 9:30 am meeting first with Jeff Taylor and Curt Crow. We were joined by Robert Siegel as the discussion turned to the history and current status of the Unit 3 hydro generator thrust bearing. From my understanding the bearing failed in 2017 and was later reworked by an outside contractor. After reinstallation and start up the bearing failed after a few minutes operation wiping the babbitted Thrust Plate. The contractor reworked the bearing again and in the subsequent restart the bearing temperatures climbed rapidly and the unit was shut down. At the time of this inspection the bearing had been disassembled and crated up.

I spent 3 hours at the site inspecting and taking measurements of the components. From this I provide the following report of findings and recommendations for repairs.

Bearing description

The thrust bearing is a GE spring bed plate type. The components are as follows:
1 pc Thrust Runner/Collar with radial oil grooves on the thrust runner face
1 pc Thrust Plate, Babbitted with Single Split
1 pc Spring Bed Assembly of bottom plate, 47 springs, clamp washers, and screws
1 pc Split Retaining Ring

In addition to what is given on the following pages as far as repair/replacement recommendations, all components to be repaired/reconditioned and reused should receive a thorough incoming shop inspection prior to repairs/reconditioning. Additionally, any standard hardware that is damaged or suspect in their integrity should be replaced new.

Thrust Runner



THRUST RUNNER
Top View



THRUST RUNNER
Bottom View

In the top view I refer to the center bore. The visible fretting seen in the bore is likely due to some distortion in the thrust runner. From a 2017 report by Anders Dynghe he felt that the overheating the thrust runner had been exposed to in the initial bearing failure might have compromised the mechanical properties of this critical component. The distortion in this thrust runner bore may be due to overheating as well.

In the bottom view I first point out the lead in chamfers to the radial oil grooves. These chamfers are way out of specification and due to their size/configuration, they cannot be corrected. The other issue I found is the finish of the thrust runner face. This is rougher than what should be found on this surface.

With the above, I find no other recourse than to recommend that this thrust runner be replaced.

Thrust Plate



THRUST PLATE
Top View



THRUST PLATE
Bottom View

I found the Thrust Plate to be in a generally fairly good condition without obvious damage and is most likely reusable with some reconditioning.

In the top view there can be seen some irregular/uneven wear marks in the babbitted bearing surface. Further here, at the split, there should be a long lead in chamfer in the direction of rotation. For the bottom surface, where rust has appeared, I judged these as non-clean-up areas based on the measurements I took of the plate's thickness, which varied in the range of 0.003" to 0.005". I did not see any indications that the babbitt was not adhered to the steel backing plate.

The recommendation here is to minimum true up machine the plate on its top and bottom, flat and parallel, with proper finishes and machine/scrap the lead in within specification.

Spring Plate Assembly



SPRING PLATE ASSY
Top View



SPRING PLATE ASSY
Side View

The spring plate assembly was found to be without any obvious damage, however from the measurements taken over a number of spring assembly heights it is clear the springs are not set properly nor is the assembly parallel, top to bottom. The overall measurement here varied in the range of 0.080".

The recommendation here is to tension test all springs, fully reset the springs to the proper pre-tension, and machine the assembly parallel.

Upper Generator Radial Guide Bearing



UPPER GENERATOR RADIAL GUIDE BEARING
Bottom View

The bore in this bearing shows some minor damage/wear. From the field measurements I took of the bearing bore compared to the measurements I took of the bearing journal diameter on the thrust runner/collar the running clearance here is extremely low. The bore measured 6.869" to 6.870" while the bearing journal measured 6.866" to 6.867". It is recommended the bearing journal diameter on the new thrust runner be made slightly larger and this bearing then be skim bored to the proper clearance.

Generator Shaft



The generator shaft was found a bit scared and worn, however this would be typical condition for a unit of this age and from multiple times of disassembly and reassembly. The shaft will require some careful hand filing and stoning and then measured accurately to finish bore the new thrust runner for proper fit.

There was found some damage to the top end of the top hat, which can be seen here. At a minimum, when the generator shaft is filed and stoned, efforts should be taken to clear this damaged area of any burrs and loose material. Possible better option is to remove the top hat and repair in the shop.



Other

SPLIT RING KEY

The split ring should be cleaned and skim ground top & bottom to assure parallelism.

LOWER GENERATOR RADIAL GUIDE BEARING

It is recommended that the lower generator guide bearing be removed, cleaned, and have its bore measured and compared to measurements taken of the bearing journal on the generator shaft. I recommend this primarily based on the abnormal close clearance I found in the upper generator radial guide bearing to journal diameter.

ELEVATION CHECK

The flume was not available for inspection during my visit. As the runner type on this unit is a Francis, the running clearance between the top of the runner band and the under side of the bottom plate is designed at 1/32", an elevation check should be made.

ALIGNMENT CHECK

At the time the unit is put back together a combined shaft alignment check should be performed.

Jim Ward
Canyon Hydro
Mgr., Leffel Operation
Springfield, Ohio
937-510-7087



April 06, 2022

Robert Siegel
Lead Operator, Powerhouse
City of Marshall
906 S. Marshall, Marshall, MI 49068

Re: Canyon Proposal, Unit 3, Generator Thrust Bearing/Upper Guide Bearing Repair- **UPDATE**

From my inspection and recommendations report sent earlier, please find below Canyon's pricing proposal to make shop repairs to your Unit 3 Generator Thrust & Upper Guide Bearing.

SHOP WORK

1 lot Generator Thrust & Upper Guide Bearing Repair \$ 31,900.00

Scope of supply/work by Canyon:

1 pc New Replacement Thrust Runner

Material: Forged AISI 1045

Thermal stress relief process to assure thrust runner is stress free. Manufactured with bearing journal slightly oversize to allow skim boring of upper guide bearing. Finish bored to allow for slight interference fit to generator shaft. Thrust face will be grooved with proper lead-in features and finish lapped. True up machining of split ring key included.

1 pc True up Machining of Thrust Plate

Skim machined to finished flat and parallel with proper lead-in. Thrust plate to be blued with new thrust runner to assure proper contact.

1 pc Rework of Spring Plate Assembly

Spring plate assembly to be fully disassembled and inspected. Springs will be reassembled to the spring plate, re-set to proper pre-tension, and then machined parallel.

1 pc Upper Guide Bearing

Skim cut bore for proper clearance to journal on new thrust runner

1 pc Lower Guide Bearing Repair (if required) \$ 1,000.00

Skim cut bore for proper clearance to journal on existing generator shaft

Comments concerning shop work:

All existing generator bearing components from Unit 3 as well as the spare springs to be supplied to Canyon. Unused components will be returned.

Other than the thrust runner, all other work is to existing parts. Work included in pricing is as given above and as noted in my Inspection Report from December 2021. (Attached)

Any required additional shop work would be presented, quoted, and performed after approval by the City of Marshall.



FIELD WORK

Trip 1 Addition inspection & lower guide removal* Estimate: \$ 6,000.00

- 1.) file/stone and then measure generator shaft in thrust runner fit area
 - 2.) check into the elevation (access to flume is required)
 - 3.) removal and check out of the Lower Generator Bearing & Journal
 - 4.) load bearing parts on our truck and bring to our Springfield shop
- Estimated as less than 1 day on site

* City to provide required standard tools

* City to provide powerplant crane or other means for lifting as needed.

Trip 2 Reassembly Work* Estimate: \$ 18,500.00

- 1.) re-assembly
 - 2.) alignment check **
 - 3.) final elevation setting
- Estimated as 3 full days on site

** Above assumes that the alignment check is good or at least can be corrected without moving of the generator or decoupling of shafts.

* City to provide required standard tools

* City to provide powerplant crane or other means for lifting as needed.

Comments concerning field work:

Field work included in pricing is as given above and as noted in my Inspection Report from December 2021. (Attached)

Any required additional field work will be billed based on the attached Field Rate sheet.

Current shop lead time for new/repair work is approximately 6-8 weeks after parts in shop

Shipping terms: Included with Canyon field work

Payment terms: 30% w/ Order
40% when shop work complete
40% when reassembled

I hope you find this proposal of interest and if you have any questions or comments please do not hesitate to call me.

Best regards,

Jim Ward
Canyon Hydro
Mgr., Leffel Operation



ITEM 12 F

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities

DATE: June 6, 2022

SUBJECT: **TAX CERTIFICATE- TAX EXEMPT STATUS**

With the recent acquisition of the Union City Power Supply Cost Recovery (PSCR) interest of 0.09%, we are being requested to affirm our commitment to not jeopardize the tax-exempt status of the previously issued bonds by American Municipal Power (AMP) for the Fremont Energy Center.

The request is driven by the Internal Revenue Service (IRS) and their requirement that warranties be given stipulating that the tax-exempt proceeds from the bond sale will not be used for a private purpose.

The attached resolution is being presented for your consideration and will provide the necessary assurances that we will continue to abide by our previous tax representations, warranties and covenants while the Fremont Energy Center Bonds are outstanding.

BUDGET IMPACT: None

RECOMMENDATION: Move to approve the AMP Fremont Energy Center 2022 Tax Certificate regarding the acquisition of a PSCR share from the Village of Union City, Michigan Resolution and authorize the City Clerk to sign on behalf of the City of Marshall.

CITY OF MARSHALL, MICHIGAN

**AMP FREMONT ENERGY CENTER 2022 TAX CERTIFICATE
REGARDING THE ACQUISITION OF A PSCR SHARE FROM
THE VILLAGE OF UNION CITY, MICHIGAN**

Whereas, the City of Marshall, Michigan (“**Marshall**”) has a 1.16% interest (5,370kW) (the “**Original Marshall PSCR Share**”) in the aggregate generating capacity and energy of AFEC, pursuant to the Power Sales Contract Regarding the AMP Fremont Energy Center, dated June 15, 2011 (such contract, the “**AFEC Power Sales Contract**”).

Whereas, Marshall made representations, warranties and covenants in Section 32 of the AFEC Power Sales Contract, more fully set forth in Exhibit A attached hereto (the “**Tax Representations, Warranties, and Covenants**”), relating to the Original Marshall PSCR Share, necessary to qualify and maintain the tax-exempt status of the \$546,085,000 Fremont Energy Center Project Revenue Bonds, Series 2012B (Tax-Exempt) (the “**2012 Fremont Bonds**”) issued by American Municipal Power, Inc. (“**AMP**”) to finance AMP’s 90.69% undivided ownership interest in AMP Fremont Energy Center (such undivided ownership interest referred to herein as “**AFEC**”).

Whereas, in connection with the issuance of the 2012 Fremont Bonds, Marshall reviewed and completed a questionnaire, explanatory materials and certificate attached hereto as Exhibit B (the “**2012 AFEC Tax Questionnaire and Certificate**”) in furtherance and support of the Tax Representations, Warranties and Covenants in connection with the consumption of its PSCR resources in its Qualified Service Area, and limitations on the amount of private use permitted with regard to the Original Marshall PSCR Share.

Whereas, on December 20, 2017, AMP issued its \$124,385,000 AMP Fremont Energy Center Project Revenue Bonds, Refunding Series 2017A (the “**2017 Fremont Bonds**”) to refinance a portion of the 2012 Fremont Bonds.

Whereas, Marshall made representations, warranties and covenants in the certificate attached hereto as Exhibit C (the “**2017 Marshall Certificate**”), relating to the Original Marshall PSCR Share necessary to qualify and maintain the tax-exempt status of the 2017 Fremont Bonds.

Whereas, on November 18, 2021, AMP issued its \$269,520,000 AMP Fremont Energy Center Project Revenue Bonds, Refunding Series 2021A (the “**2021 Fremont Bonds**,” together with the 2012 Fremont Bonds and the 2017 Fremont Bonds, the “**Fremont Bonds**”) to refinance the outstanding 2012 Fremont Bonds.

Whereas, Marshall made representations, warranties and covenants in the certificate attached hereto as Exhibit D (the “**2021 Marshall Certificate**”), relating to the Original Marshall PSCR Share necessary to qualify and maintain the tax-exempt status of the 2021 Fremont Bonds.

Whereas, the Village of Union City, Michigan (“**Union City**”) currently has a 0.25% interest (1,145kW) in the aggregate generating capacity and energy of AFEC (the “**Current Union City PSCR Share**”) pursuant to the AFEC Power Sales Contract.

Whereas, Union City and Marshall have entered into an Assignment and Assumption Agreement, dated as of June 1, 2022 (the “**Assignment**”) whereby Marshall has agreed to accept the assignment from Union City of a portion of the Current Union City PSCR Share, representing a 0.09% interest (429kW) in the aggregate generating capacity and energy of AFEC (the “**Marshall Acquired Union City PSCR Share**”).

Whereas, subsequent to the Assignment and acceptance of the Marshall Acquired Union City PSCR Share, Marshall will have a total 1.25% interest (5,799kW) in the aggregate generating capacity and energy of AFEC (the “**Revised Marshall PSCR Share**”).

Terms used but not defined herein shall have the meaning set forth in the 2012 Bonds AFEC Tax Questionnaire and Certificate, the 2017 Marshall Certificate, and 2021 Marshall Certificate.

The undersigned on behalf of the City of Marshall, Michigan, DOES HEREBY CERTIFY, as follows:

1. Marshall is aware of and will comply with the Tax Representations, Warranties, and Covenants with respect to the Revised Marshall PSCR Share at all times while the Fremont Bonds are outstanding.

2. I have reviewed the 2012 AFEC Tax Questionnaire and Certificate, the 2017 Marshall Certificate, and 2021 Marshall Certificate, and all responses to questions, information and certifications set forth therein remain accurate and complete and are affirmed as if set forth in full herein.

3. Prior to the date of its acceptance of the Marshall Acquired Union City PSCR Share, Marshall has “sunk” or utilized all of the AFEC kWh attributable to the Original Marshall PSCR Share into the service area that was served by the distribution system of Marshall as it geographically existed on July 28, 2001.

4. As of the date of its acceptance of the Marshall Acquired Union City PSCR Share and while the Fremont Bonds are outstanding, Marshall can “sink” or utilize and will “sink” or utilize all of the AFEC kWh attributable to the Revised Marshall PSCR Share into the service area that was served by the distribution system of Marshall as it geographically existed on July 28, 2001.

5. The undersigned is authorized to sign this Certificate for and on behalf of Marshall. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations set forth herein, and the expectations are reasonable.

WITNESS my hand as of the ____ day of _____, 2022.

THE CITY OF MARSHALL, MICHIGAN

By: _____
Name: _____
Title: _____

SECTION 32 OF THE AFEC POWER SALES CONTRACT

SECTION 32. Tax Matters; Disclosure.

(A) (i) Each Participant acknowledges that it is the intention of (a) AMP to utilize, to the maximum extent possible, the proceeds of Bonds the interest on which is excluded from gross income for Federal income tax purposes (“Tax-Exempt Obligations”) under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), to finance the costs of the Project and related costs and to finance the payment or prepayment for Fuel for the Project, and (b) the Participants to enable AMP to issue Bonds that are Tax-Exempt Obligations. Alternatively, and to the extent provided for under federal legislation and available with respect to the Project and related costs and Fuel for the Project, AMP and Participants may issue other tax-advantaged obligations to finance the costs of the Project and related costs and Fuel for the Project, such as, but not limited to, qualified tax credit bonds under Section 54A or similar successor provisions of the Code and/or Build America Bonds under Section 54AA or similar successor provisions of the Code (collectively with Tax-Exempt Obligations, “Tax-Advantaged Obligations”). Each Participant acknowledges that at any time that AMP issues Tax-Advantaged Obligations, each Participant must expect to own and not expect to sell or otherwise dispose of or change the use of its rights to output of the Project prior to the final maturity date of the respective Tax-Advantaged Obligations.

(ii) Each Participant acknowledges that output contracts with nongovernmental persons for the purchase of electricity produced by a generating facility financed with Tax-Advantaged Obligations may result in private business use of such generating facilities, that contracts with nongovernmental persons for transmission and distribution services financed with Tax-Advantaged Obligations may result in private business use of such transmission and distribution facilities and that only a limited amount of private business use is permitted under the Federal income tax laws addressing Tax-Exempt Obligations and certain other Tax-Advantaged Obligations.

(iii) Each Participant hereby represents, warrants and covenants that, notwithstanding any other provisions of this Power Sales Contract, it will take all actions necessary to enable AMP to issue Bonds as Tax-Advantaged Obligations to finance the Project and related costs and facilities and Fuel for the Project.

(iv) Each Participant represents, warrants and covenants that it will not take any action (including but not limited to entering into output contracts), or fail to take any action, that would adversely affect the tax advantaged status of any Tax-Advantaged Obligations. Each Participant represents, warrants and covenants that its interest in the Project will be used for the governmental purpose of such Participant while such Participant owns rights to output of the Project. In addition, each Participant represents, warrants and covenants that, to the extent applicable, it will take no action (including but not limited to entering into output contracts) or fail to take any action which action or failure would cause the Tax-Advantaged Obligations issued by AMP to become private activity bonds, including qualified 501(c)(3) bonds, and it will not dispose of or change the use of its Electric System unless an opinion of nationally recognized bond counsel acceptable to AMP is

received stating that such action will not have an adverse effect on the tax advantaged status of Bonds issued as Tax-Advantaged Obligations.

(v) Each Participant represents, warrants and covenants that it will establish reasonable procedures to ensure that no action is taken by it that would cause any Bonds issued as Tax-Advantaged Obligations to meet, to the extent applicable, the private business use test or the private loan test of Section 141 of the Code and to ensure continued qualification of the Bonds issued as Tax-Advantaged Obligations.

(vi) Each Participant, to the extent such Participant has not opted out of such Fuel related financing, further represents, warrants and covenants that, to comply with tax requirements relating to the financing of Fuel for the Project with proceeds of Tax-Advantaged Obligations, (a) in the case of prepayment bonds issued under the safe harbor in the U.S. Treasury regulations, at least ninety percent (90%) of its Power Sales Contract Resources will be furnished to retail customers of such Participant located in the service area of such Participant. "Service area" for purposes of the preceding sentence means (1) any areas throughout which the Participant provided, at all times during the five (5) year period ending on the issue date of the applicable Tax-Advantaged Obligations, electricity distribution service and (2) any area recognized as the service area of the Participant under state or Federal law, and (b) in the case of prepayment bonds issued under the safe harbor under Section 148(b)(4) of the Code, all of the Power Sales Contract Resources will be used serve the annual average amount consumed by customers of the Participant during a 5-calendar year testing period in the service area of the participant. "Service area" for purposes of the preceding sentence means any area throughout which such Participant provided at all times during the testing period (X) electricity distribution services, (Y) is any area within a county contiguous to the area described in (X) in which retail customers of such utility are located if such area is not also served by another utility providing electricity services, and (Z) any area recognized as the service area of such utility under State or Federal law.

(vii) (a) Each Participant acknowledges that, with certain exceptions, Section 141(d) of the Code currently provides that governmental tax-exempt bonds cannot be used to finance the acquisition of "nongovernmental output property." Nongovernmental output property is any property which before such acquisition was "used" or "held for use" by a person other than a governmental unit in connection with an output facility (e.g., FirstEnergy, the seller of the AMP Fremont Energy Center). Exceptions from the above rule are provided for energy consumed in Participants' Qualified Services Areas and Qualified Annexed Areas. Each Participant acknowledges that AMP intends to issue Bonds as Tax-Exempt Obligations to finance the Project by utilizing the exceptions for "Qualified Service Areas" and "Qualified Annexed Areas" and that if a Member intending to be a Participant cannot establish a Qualified Service Area including any Qualified Annexed Areas sufficient to ensure that at least 95% of its PSCR Share will be consumed in its Qualified Service Area including any Qualified Annexed Areas, it may not be eligible to participate in this Power Sales Contract. As used in this paragraph, "Qualified Service Area" is the area throughout which the Participant provided electricity at all times during the prior 10 years prior to the date AMP acquires the Project, and "Qualified Annexed Area(s)" is any area if (1) such area is contiguous to, and annexed for general governmental purposes into the Qualified Service Area of such Participant, (2) output from the Project is made available to all members of the general public in the annexed area, and (3) either (Y) the annexed area is not greater than 10 percent of the Qualified Service Area or (Z) the output capacity of the Participant increases by no

more than 10 percent as a result of the acquisition of output property to service the annexed area.

(b) Each Participant represents, warrants and covenants that prior to the issuance of any Tax-Exempt Obligations for the Project, it will provide AMP such proof and documents as reasonably requested by AMP to establish the Participant's Qualified Service Area and any Qualified Annexed Areas.

(c) Each Participant represents, warrants and covenants that (I) at least ninety-five percent (95%) of its PSCR Share will be consumed in its Qualified Service Area, including any Qualified Annexed Areas, and (II) it will not take any action (e.g., allocations with respect to power consumed by its customers) inconsistent with treating at least ninety-five percent (95%) of its PSCR Share as consumed in its Qualified Service Area, including any Qualified Annexed Areas.

(viii) Each Participant agrees to assist and to cooperate with AMP regarding any matters related to its PSCR Share to the extent needed to maintain the tax status of Bonds issued as Tax-Advantaged Obligations, including but not limited to (a) delivering, prior to issuance of any Tax-Advantaged Obligations, executed certificates relating to the tax requirements applicable to Tax-Advantaged Obligations, and (b) providing to AMP periodic reports after the issuance of any Tax-Exempt Obligations dependent upon the covenants in paragraph (A) (vii) of this Section 32 confirming that at least ninety-five percent (95%) of its PSCR Share has in fact been consumed in its Qualified Service Area, including any Qualified Annexed Areas;

(ix) Each Participant acknowledges that AMP annually files Form 990 with the Internal Revenue Service and that currently information required to complete such form includes the percentage of tax-exempt financed property used in a private business use. Each Participant covenants that, if requested, it will provide AMP a report or data by the last day of February, of each year setting forth any and all information required for AMP to complete IRS Form 990 or any future similar federal tax or other regulatory filing; and

(x) AMP agrees to assist the Participants in complying with the provisions of this subsection (A) of Section 32.

(B) (i) In order to facilitate the marketing of the Bonds secured by this Contract and to assist the underwriter(s) thereof in complying with their obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended from time to time (the "Rule"), AMP may, from time to time, designate certain Participants to be "obligated persons" within the meaning of the Rule. AMP will initially inform Participants of such designation prior to the initial issuance of any Bonds and, thereafter, annually not later than March 31. Each Participant designated as an obligated person shall furnish to AMP annually, no later than October 1 of each year and to the extent required for AMP to comply with its undertakings made pursuant to such Rule, (a) information updating the financial and operating data respecting the Participant and its Electric System, which data was presented or included by specific reference in an official statement or other comparable document of AMP prepared in connection with the offering of its Bonds, and (b) the Participant's audited financial statements relating to its Electric System, when they become publicly available, and prepared in accordance with generally accepted governmental accounting standards or otherwise as required by law.

(ii) In addition, each Participant, including, but not limited to, the Participants designated by AMP to be obligated persons, agrees to take such actions and sign such certificates as are deemed necessary by AMP to successfully market any Bonds secured by this Contract.

(C) If a Participant is a joint action agency, AMP and such Participant shall enter into a Related Agreement to modify, to the extent appropriate, the provisions of this Section 32 to reflect that all or a portion of the Participant's covenants in this Section 32 respecting Participant's Power Sales Contract Resources shall be observed by its members to which the Participant's Power Sales Contract Resources shall be resold.

American Municipal Power, Inc.
Fremont Energy Center
Participant 2012 Tax Questionnaire
(The City of Marshall, Michigan)

As you are aware, the City of Marshall, Michigan is a Participant in American Municipal Power, Inc.'s ("AMP") Fremont Energy Center ("AFEC") Project along with eighty-six (86) other AMP Members pursuant to the Power Sales Contract between AMP and such Participants ("AFEC Power Sales Contract"). Your community's AFEC Power Sales Contract is AMP Contract No. C-2-2011-8323, dated June 15, 2011. AMP acquired AFEC on July 28, 2011 using interim taxable financing. It is in the Participants' best interests for AMP to issue long-term tax-exempt (or tax-advantaged) obligations ("Tax-Advantaged Obligations") to the maximum extent possible to retire the current interim financing for AFEC and for any future financings. Capitalized terms herein have the meanings set forth in the AFEC Power Sales Contract.

Since the AFEC could be treated by the IRS as electric generating property that was held for use by a private entity, Tax-Advantaged Obligations may be issued for the AFEC only if the electric power from the AFEC is treated as consumed in "Qualified Service Areas" or "Qualified Annexed Areas" as defined in Section 32 of the AFEC Power Sales Contract.

In order for AMP to assist you in determining whether all of the energy from AFEC will be treated as consumed in your Qualified Service Area or your Qualified Annexed Area, please answer the following questions and execute the attached Certificate (Attachment A). Based upon your responses, it may be that no further information is needed or we may need to contact you for further information. Simply put, the Qualified Service Area Test is passed if you can "sink" or utilize your AFEC kWhs (and AMP CT Project if your community also participated in that Project) into the service area now served on your distribution system as it existed geographically in 2001. If that is not apparent, further information will be needed. Please review the attached Instructions and Explanatory Material (Attachment B). If you need any assistance in responding please contact Chris Deeter (cdeeter@amppartners.org or 614-540-0848) or Jim Hoops (jhoops@amppartners.org or 614-540-0860). With that in mind, please respond to the following.

1. (a) Please verify that your electric system's kWh sales/use information for 2001 and 2010 as noted on Attachment C is correct.

Yes No ()

- (b) If no, please provide correct information.

2. Does your electric system serve customers outside your corporate limits?

Yes No ()

3. Since 2001, has your electric system experienced any material (5% or more) loss of customers' load (e.g., larger industry moving or business shutting down) or have you abandoned a portion of your service area or sold portions of your distribution system? If yes, please provide details and we may contact you with follow-up questions.

No

4. Based upon the information contained on Attachment C, AMP has preliminarily determined that your community can "sink" or utilize all of your AFEC kWh (and AMP CT Project kWh if your community participated in the CT Project) into the service area that was served by your distribution system as it geographically existed on July 28, 2001. Please verify that AMP's preliminary determination is correct.

Yes No () Uncertain ()

5. Has your municipality had any annexations since 2001 in which you currently provide electric service such that:

- a. ^{Yes} the area(s) was/were not contiguous to your community's boundaries at the time of such annexation; or
- * b. ^{No} (i) the annexed area was greater than 10% of your municipal electric system's previous service area or (ii) such annexation increased your electric system's consumption by more than 10%; or
- c. ^{Yes} your municipality did not provide your normal services (police, fire, water, sewer, electric, etc.) in the annexed area or did not receive property taxes or citizens in the annexed area did not become eligible municipal voters.

Yes No () Uncertain ()

If yes or uncertain, we may contact you with follow-up questions.

With these answers, AMP can assist you in assuring that the attached Certificate is accurate and can be executed by you as a Participant.

* In Michigan, we do not annex but we do a Conditional Land Transfer (PA425) agreement with the adjoining township. The property does not have to be contiguous.

AFEC TAX CERTIFICATE

The undersigned Participant in American Municipal Power, Inc.'s Fremont Energy Center Project ("Participant") having read the attached 2012 Tax Questionnaire and Instructions and Explanatory Materials, certifies that:

Section 1. The information provided in response to the foregoing 2012 Tax Questionnaire is true to the best of the undersigned's knowledge and belief;

Section 2. This Participant is aware of and will comply with the acknowledgements, representations, warranties and covenants regarding private business use, output contracts, consumption of the Participant's PSCR Share of energy attributable to base capacity and peaking capacity in AFEC in Qualified Service Areas or Qualified Annexed Areas and cooperation all as set forth in Section 32 ("Tax Matters; Disclosure") of the AFEC Power Sales Contract executed by the Participant; and

Section 3. Pursuant to the resolution, ordinance or other legislative action of the Participant authorizing participation in AFEC, or as otherwise authorized, the undersigned is authorized to execute this Certificate for and on behalf of the Participant. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the information set forth herein.

WITNESS my hand as of the 16th day of January, 2012.

The City of Marshall, Michigan

By: 
[Signature]

Name: Thomas Tarkiewicz
[Please Print]

Title: City Manager

CERTIFICATE: AMP FREMONT ENERGY CENTER

The undersigned member municipality (a **“Participant”**) of American Municipal Power, Inc. (**“AMP”**), an Ohio non-profit corporation, having read the foregoing Instructions, DOES HEREBY CERTIFY to AMP, as follows:

Section 1. Governmental Use of Proceeds. The Participant represents, warrants and covenants that its PSCR Share will be used for the Governmental Purposes (as such term is defined in Exhibit A attached hereto) of such Participant or an alternate AMP member (an **“Alternate Participant”**) and that it reasonably expects that its rights to its PSCR Share will be used for Governmental Purposes and it does not expect that its PSCR will be sold or otherwise disposed of to other than an Alternate Participant while the AMP Fremont Energy Center is in operation.

Section 2. No Private Use; Consumption in Qualified Service Areas or Qualified Annex Areas. Since commercial operation of the AMP Fremont Energy Center (January 20, 2012), none of the Participant’s PSCR Share was used for any **“Private Use”** (as such term is defined in Exhibit A attached hereto) and no payments were made to AMP under the Power Sales Contract, or any underlying arrangement, that were secured by or derived from payments with respect to a Private Use and all of the energy attributable to the Participant’s PSCR Share has been consumed in its Qualified Service Area or Qualified Annex Areas (as such terms are defined in Exhibit A attached hereto).

Section 3. Representations and Covenants Regarding Private Business Tests. So long as any Tax-Advantaged Obligations of AMP are outstanding with respect to the AMP Fremont Energy Center and the Participant owns a PSCR Share:

(a) Private Business Use. None of the Participant’s PSCR Share will be used for any activities that constitute a Private Use.

(b) Private Security or Payment. None of the Participant’s obligations for payments to AMP under the Power Sales Contract, under the terms thereof or any underlying arrangement, will be secured by or derived from payments with respect to a Private Use.

(c) Output Contracts. The Participant will not enter into any output contract (described more fully in Exhibit A attached hereto) that results in Private Use with respect to its PSCR Share. In the event that the Participant is currently a party to any contract with a nongovernmental person that may be such an output contract, the Participant agrees to furnish a copy to the AMP Representative with this Certificate. In the event that the Participant proposes to enter into any new output contract, the Participant agrees to furnish a copy to the AMP Representative and, if AMP advises that such contract will or may breach any representation, warranty or covenant that AMP has made with respect to its Tax-Advantaged Obligations, the Participant agrees not to enter into such contract.

Section 4. Covenant Regarding Energy Consumption. The Participant represents, warrants and covenants that (a) 95% of its PSCR Share will be consumed in its Qualified Service Area, including any Qualified Annexed Areas, and (b) it will not take any action (e.g., allocations) inconsistent with treating its PSCR Share as consumed in its Qualified Service Area or Qualified Annexed Areas.

Section 5. Covenant Regarding Transfers. None of the Participant’s PSCR Share will be transferred to an Alternate Participant unless the Alternate Participant delivers an executed certificate substantially the same as this Certificate for AMP’s benefit.

Section 6. Covenant Regarding Cooperation. Participant agrees to cooperate with AMP regarding any matters related to its PSCR Share to the extent needed to maintain the tax status of the Tax-Advantaged Obligations.

Section 7. Authority to Execute Tax Certificate. The undersigned is authorized to sign this Certificate for and on behalf of the Participant. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations set forth herein, and the expectations are reasonable.

WITNESS my hand as of the 16th day of January, 2018.

City of Marshall, Michigan

By: 

Name: Thomas Tarkiewicz

Title: City Manager

AMP FREMONT ENERGY CENTER
PARTICIPANT CERTIFICATE
(Marshall)

The undersigned member municipality (a “**Participant**”) of American Municipal Power, Inc. (“**AMP**”), an Ohio non-profit corporation, having read the foregoing Instructions, DOES HEREBY CERTIFY to AMP, as follows:

Section 1. Definitions. Capitalized terms used herein, unless otherwise defined, shall have the same meaning as set forth in the Instructions to which this Certificate is attached and in Exhibit A

Section 2. Municipal Utility. The Participant is a political subdivision of the State of Michigan that operates a municipal electric distribution utility

Section 3. PSCR Share. The Participant’s PSCR Share currently consists of 1.16% interest in the aggregate generating capacity and energy of AMP Fremont Energy Center (the “**Current PSCR Share**”). The Participant has been advised that another Participant, Union City, expects to transfer all of its 0.25% (1.145 MW) interest in the AMP Fremont Energy Center (the “**Union City PSCR Share**”) in 2022 to other AMP members. The Participant anticipates that it will acquire from Union City 429 kw (equal to a 0.0924% interest in the AMP Fremont Energy Center (the **Marshall Acquired Share**”).

The Participant represents that it shall not acquire such interest in the Union City PSCR Share unless it qualifies as an “**Alternate Participant**,” within the meaning of Section 8, with respect to such interest. Thereafter, reference to the Participant’s PSCR Share herein shall mean its Current PSCR Share and the Coldwater Acquired Share, when and if acquired, as of the date of acquisition.

Section 4. Governmental Use of Proceeds. The Participant represents, warrants and covenants that it will use its PSCR Share for the Governmental Purposes (as such term is defined in Exhibit A attached hereto) of such Participant. The Participant reasonably expects to use its PSCR Share for Governmental Purposes, and it does not expect to sell or otherwise dispose of its PSCR Share, in whole or in part, while the AMP Fremont Energy Center is in operation and as long as any Tax Advantaged Obligations of AMP are outstanding with respect to the AMP Fremont Energy Center. Such expectation notwithstanding, the Participant understands that any sale or transfer of any portion of its PSCR Share will be subject to the provisions of Section 7 below.

Section 5. No Private Use; Consumption in Qualified Service Areas or Qualified Annex Areas. Since commercial operation of the AMP Fremont Energy Center (January 20, 2012), none of the Participant’s PSCR Share was used for any “**Private Use**” (as such term is defined in Exhibit A attached hereto) and no payments were made to AMP under the Power Sales Contract, or any underlying arrangement, that were secured by or derived from payments with respect to a Private Use and all of the energy attributable to the Participant’s PSCR Share has been consumed in its Qualified Service Area or Qualified Annex Areas (as such terms are defined in Exhibit A attached hereto).

Section 6. Representations and Covenants Regarding Private Business Tests. So long as any Tax-Advantaged Obligations of AMP are outstanding with respect to the AMP Fremont Energy Center, the Participant represents, warrants and covenants as follows:

- (a) Private Business Use. None of the Participant’s PSCR Share will be used for

any activities that constitute a Private Use.

(b) Private Security or Payment. None of the Participant's obligations for payments to AMP under the Power Sales Contract, under the terms thereof or any underlying arrangement, will be secured by or derived from payments with respect to a Private Use.

(c) Output Contracts. The Participant will not enter into any output contract (described more fully in Exhibit A attached hereto) that results in Private Use with respect to its PSCR Share. In the event that the Participant is currently a party to any contract with a nongovernmental person that may be such an output contract, the Participant agrees to furnish a copy to the AMP Representative with this Certificate. In the event that the Participant proposes to enter into any new output contract, the Participant agrees to furnish a copy to the AMP Representative and, if AMP advises that such contract will or may breach any representation, warranty or covenant that AMP has made with respect to its Tax-Advantaged Obligations, the Participant agrees not to enter into such contract.

Section 7. Covenant Regarding Energy Consumption. The Participant represents, warrants and covenants that (a) 95% of its PSCR Share will be consumed in its Qualified Service Area, including any Qualified Annexed Areas, and (b) it will not take any action (e.g., allocations) inconsistent with treating its PSCR Share as consumed in its Qualified Service Area or Qualified Annexed Areas.

Section 8. Covenant Regarding Transfers. Participant will not sell or transfer any portion of its PSCR Share unless (i) the purchaser/transferee is an AMP member (the "**Alternate Participant**"), (ii) such Alternate Participant delivers an executed certificate substantially the same as this Certificate in order to meet the continuing requirements for Tax-Exempt Obligations, and (iii) the Participant obtains the prior written consent of AMP to such sale or transfer.

Section 9. Covenant Regarding Cooperation. Participant agrees to cooperate with AMP regarding any matters related to its PSCR Share to the extent needed to maintain the tax status of the Tax-Advantaged Obligations.

Section 10. Effect on Prior Certificates. The Certificate is intended to supplement the certificates previously provided by the Participant in connection with the issuance of tax-exempt obligations or tax-advantaged obligations previously issued by AMP (the "**Prior Certificates**") and does not in any way supersede such Prior Certificates. When taken together, the representations, warrants, and covenants made by the Participant in the Prior Certificates with respect to its use of the shares described in such Prior Certificates are not inconsistent with the representations, warrants and covenants made by the Participant in this Certificate, and the representations, warrants, and covenants made by the Participant in the Prior Certificates with respect to its use of the shares described in such Prior Certificates continue to be true and correct.

The undersigned is authorized to sign this Certificate for and on behalf of the Participant. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations set forth herein, and the expectations are reasonable.

WITNESS my hand as of the 23rd day of November, 2021

City of Marshall

By: 

Name: Tom Tarkiewicz

Title: City Manager



ITEM 12G

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
William Dopp III, Finance Director/Treasurer

DATE: June 6, 2022

SUBJECT: **FEE SCHEDULE ADOPTION**

The changing costs of providing services deem it appropriate and necessary to annually review fees. Certain costs are incurred in providing a service, and the intent is to set fees at an amount to recover those costs and still remain competitive with surrounding municipalities.

Attached is the requested City Fee Schedule. Fees as a whole have not been updated since 2016. Staff is requesting approval and adoption of the fee schedule.

BUDGET IMPACT: Fees will closer reflect actual costs associated with cost of service provided. Revenues will increase proportionally by the amount of any fee increase and the frequency of the service requested.

RECOMMENDATION: It is recommended that Council approve the resolution establishing the Fee Schedule as presented with an effective date of July 1, 2022.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2022-**

RESOLUTION ESTABLISHING FEES

WHEREAS, City of Marshall deems it necessary and appropriate to periodically review fees as certain costs are incurred in providing a service, and the intent is to set fees at an amount to recover those costs and still remain competitive with surrounding municipalities; and

WHEREAS, the City of Marshall now wishes to establish those fees in accordance with City policy;

NOW THEREFORE, BE IT RESOLVED, that the following fees shall be established and effective July 1, 2022;

Geographic Information System

Providing Digital Maps (PDF's, JPEG's, Etc.)	\$15.00 per Map
Plotted / Printed Maps (with or without aerial photo):	
8-1/2" x 11"	\$8.00 per Map
11" x 17"	\$12.00 per Map
Larger Format Print/Plotted Maps (42" Maximum):	
with Aerial photo	\$26.00 per Map
without Aerial photo	\$30.00 per Map

Cemetery

Lot Price-Resident	\$650.00 per Lot
Lot Price-Non-Resident	\$800 per Lot
Columbarium Resident	\$750.00 per Niche
Columbarium Non-Resident	\$900.00 per Niche
Columbarium Open/Close Overtime	\$262.50 per Opening
Burial Charge:	
Adult	\$700.00 per Opening
Adult Overtime	\$1,050.00 per Opening
Infant (Age -2 and under)	\$200.00 per Opening
Cremains	\$350.00 per Opening
Overtime Charge - Burial & Columbarium (weekdays after 2pm, Saturdays, Holidays)	1.5X
Disinterment: (Only during Normal Work Hours)	
Full Size	\$850.00 per Opening
Infant/Cremation	\$350.00 per Opening
Foundations	\$0.60 per Sq. Surface Inch

Right of Way Permit Fees

Construction Parking Permit-City Lots	\$15.00 per Day \$75.00 per Week \$200.00 per Month
Dumpster Permit-in City Right-of-Way	\$35.00

Building Department

Fence Permits	\$75.00 per Application
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Planning and Zoning

Zoning Amendment	\$400 per Application
Site Plan Application	\$350 per Application
Extending Site Plan w/Planning Commission	\$150.00 per Application
ZBA Variance	\$300 per Application
Special Land Use Application	\$400 per Application
Plats- Up to 30 Lots	\$550.00 per Application
Over 30 Lots	\$750.00 per Application
Site Condominium Up to 30 Lots	\$450.00 per Application
Over 30 Lots	\$650.00 per Application
Planned Unit Development	\$500.00 per Application
Sign permit	
Wall Sign	\$75 per Application
Freestanding/Ground	\$75 per Application

Administrative

Compost-Local Township-10 visit punch card	\$40.00
Compost-Local Township-Annual Card	\$60.00
Mobile Food Vendors-Food Truck	\$200.00 Annual License

Airport

T-Hangar Lease	\$150.00 per month
Main Hangar	\$130.00 per month

Fire Department

Fire Safety Inspections

Low Hazard Storage Units (1.5 hours)	\$185.00
Medical, Dental and small Offices (1.5 hours)	\$185.00
Mercantile (1.5 hours)	\$185.00
Assembly (1.5 hours)	\$185.00
Auto Sales and Maintenance Facilities (3 hours)	\$375.00
Large Business Offices (4 hours)	\$500.00
Multi Family Residents (4 hours)	\$500.00
Hotels (4 hours)	\$500.00
Industrial Facilities (5 hours)	\$625.00
Hospitals (if needed) (6 hours)	\$750.00
Schools (if needed) (6 hours)	\$750.00
No Show For Inspection	\$250.00

Response Fees

Hazardous Materials Response & Specialized Rescue

- \$125.00 per hour fire apparatus
- \$110.00 per hour for full time staff
- \$20.00 per hour for staff vehicle response
- \$30.00 per hour per paid-on-call staff
- \$150.00 per hour for Chief Officer or other City Director Team Member response
- \$100.00 per hour for other required city vehicle responses
- \$100.00 per hour for other city personnel required to respond

A copy of this Schedule as amended from time to time, shall be maintained by the Marshall City Clerk.

AYES:

NAYES:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

I, Trisha Nelson, being duly sworn as the Clerk for the City of Marshall, herby certify that 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 _____ 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, Clerk



Section	Service/Violation Description	Fee Amount(s)	Date Last Changed	Proposed Fee	Department In Charge of Fee
Garbage and Rubbish			8/4/2021		
50.02	Garbage – Improper storage, placement	\$50.00			
50.02	Garbage – Improper burning	\$100.00			
50.03	Industrial waste – Improper storage/accumulation, Placement	\$500.00			
50.04	Garbage – Improper placement on public property, misuse of city or private	\$50.00			
50.06	Garbage – Improper storage of containers	\$50.00			
50.08	Garbage – Improper placement in river, stream, and other waters	\$500.00			
50.12	Garbage – brush leaves – improper accumulation, placement, disposal	\$50.00			
Vehicle and Traffic Code			8/4/2021		
70.009	Dismantled, unlicensed or inoperable motor vehicles – improper storage	\$100.00			
70.011	Motor vehicle – Parking in front yard	\$50.00			
Bicycles, electric bicycles			8/4/2021		
70.13(B)	Bicycles, electric bicycles – prohibited devices	\$50.00			
70.13(C)2	Bicycles, electric bicycles – operation, hands off handlebars	\$50.00			
70.13(C)3	Bicycles, electric bicycles – operation, careless	\$50.00			
70.13(C)4	Bicycles, electric bicycles – operation, too fast for conditions	\$50.00			
70.13(D)1	Bicycles, electric bicycles – prohibited areas - posted	\$50.00			
70.13(D)2	Bicycles, electric bicycles – prohibited areas – downtown sidewalks	\$50.00			
70.13(D)3	Bicycles, electric bicycles – prohibited areas -parks	\$50.00			
70.13(D)4	Bicycles, electric bicycles – prohibited areas – Under age 12 – designated ro	\$50.00			
70.13(D)5	Bicycles, electric bicycles – prohibited areas – Under age 12 – cemetery – no	\$50.00			
70.13(D)6	Bicycles, electric bicycles – prohibited areas – operating on road where bike	\$50.00			
Skateboards, in-line skates, roller skates or other similar wheeled devices			8/4/2021		
70.14(B)2	Skateboards, et al – operation, riding more than one person	\$50.00			
70.14(B)3	Skateboards, et al – operation, attaching to vehicle or other wheeled device	\$50.00			
70.14(B)4	Skateboards, et al – operation, careless	\$50.00			
70.14(B)5	Skateboards, et al – operation, too fast for conditions	\$50.00			
70.14(B)6	Skateboards, et al – operation, prohibited ½ hour before sunset and ½ after	\$50.00			
70.14(C)1	Skateboards, et al - prohibited areas – posted	\$50.00			
70.14(C)2	Skateboards, et al – prohibited areas – operating on road where sidewalk is	\$50.00			
70.14(C)2	Skateboard, et al -prohibited areas –sidewalk not present – failure to opera	\$50.00			
70.14(C)3	Skateboards, et al – prohibited areas – operating on Road or sidewalk where	\$50.00			
70.14(C)4	skateboards, et al – prohibited areas – downtown sidewalks	\$50.00			
70.14(C)5	Skateboards, et al – prohibited areas- parks	\$50.00			
70.14(C)6	Skateboards, et al – prohibited areas – designated Roads	\$50.00			
70.14(C)7	Skateboards, et al -prohibited areas – city owned Parking lots	\$50.00			
Electric Skateboards and Electric Assistive Mobility Devices			8/4/2021		
70.15(B)	Electric skateboards failure to meet standards of 70.15(A)1	\$50.00			
70.15(B)	Electric assistive mobility devices Failure to meet standards of 70.15(A)2	\$50.00			
70.15(C)2	Electric skateboards, electric assistive mobility devices – careless operation	\$50.00			
70.15(C)3	Electric skateboards, electric assistive mobility devices – operating too fast f	\$50.00			
70.15(D)1	Electric skateboards, electric assistive mobility devices - operating in posted	\$50.00			
70.15(D)2	Electric skateboards, electric assistive mobility devices – operating on sidew	\$50.00			
70.15(D)3	Electric skateboards, electric assistive mobility devices – operating in parks	\$50.00			
70.15(D)4	Electric skateboards, electric assistive mobility devices – operating on desigr	\$50.00			
70.15(D)5	Electric skateboards, electric assistive mobility devices – operating on city ov	\$50.00			
Commercial Quadricycles and Pedal-Cabs			8/4/2021		
70.16(B)	Commercial quadricycles, pedal-cab operating without city license	\$500.00			
70.16(C)	Commercial quadricycles, pedal-cab operating without insurance	\$500.00			
70.16(D)1	Commercial quadricycles, pedal-cab operator under age 18	\$100.00			
70.16(D)2	Commercial quadricycles, pedal-cab Operating without valid motor vehicle	\$100.00			
70.16(D)3,4	Commercial quadricycles, pedal-cab operator ineligible due to specified pri	\$500.00			
70.16(D)5	Commercial quadricycles, pedal-cab operator ineligible due to prior suspens	\$100.00			
70.16(E)	Commercial quadricycles failure to meet minimum standards of 70.16(A)3	\$100.00			
70.16(E)	Commercial pedal-cab failure to meet minimum standards of 70.16(A)4	\$100.00			
70.16(E)1	Commercial quadricycles, pedal-cab failure to equip with safety devices req	\$100.00			
70.16(E)2	Commercial quadricycles, pedal-cab unsafe structure	\$500.00			
70.16(E)3	Commercial quadricycles, pedal-cab non-compliant headlights or tail lights	\$100.00			
70.16(E)4	Commercial quadricycles, pedal-cab non-compliant reflectors	\$100.00			
70.16(E)5	Commercial quadricycles, pedal-cab failure to display SMV triangle	\$100.00			
70.16(E)6	Commercial quadricycles, pedal-cab non-compliant braking system	\$100.00			
70.16(E)7	Commercial quadricycles, pedal-cab no refuse container on vehicle	\$50.00			
70.16(E)8	Commercial quadricycles, pedal-cab non-compliant seating	\$100.00			
70.16(E)9	Commercial quadricycles, pedal-cab non-compliant vehicle width	\$100.00			
70.16(E)10	Commercial quadricycles, pedal-cab safety inspection violation	\$100.00			

70.16(F)2	Commercial quadricycles, pedal-cab careless operation	\$250.00
70.16(F)3	Commercial quadricycles, pedal-cab operating too fast for conditions	\$250.00
70.16(F)4	Commercial quadricycles, pedal-cab permitting improper boarding, exiting	\$100.00
70.16(F)5	Commercial quadricycles, pedal-cab permitting passengers to stand while in	\$100.00
70.16(F)6	Pedal-cab – operating while passenger in possession open alcohol	\$100.00
70.16(F)7	Commercial quadricycles, pedal-cab operating while wearing headphones	\$100.00
70.16(G)1	Commercial quadricycles, pedal-cab operating where prohibited by posting	\$100.00
70.16(G)2	Commercial quadricycles, pedal-cab operating on roads with speed limit > 3	\$100.00
70.16(G)3	Commercial quadricycles, pedal-cab crossing intersection not controlled by i	\$100.00
70.16(G)4	Commercial quadricycles, pedal-cab operating on sidewalks	\$100.00
70.16(G)5	Commercial quadricycles, pedal-cab operating in park	\$100.00
70.16(G)6	Commercial quadricycles, pedal-cab operating in parking lot	\$100.00
70.16(I)	Commercial quadricycles, pedal-cab refusing or interfering with inspection	\$500.00
70.16(J)	Commercial quadricycles, pedal-cab failure to maintain staging area in clean	\$100.00
70.16(K)	quadricycles, pedal-cab not for hire operating where prohibited by posting	\$50.00
70.16(K)	quadricycles, pedal-cab not for hire operating on roads with speed limit > 3(\$50.00
70.16(K)	quadricycles, pedal-cab not for hire crossing intersection not controlled by l	\$50.00
70.16(K)	quadricycles, pedal-cab not for hire operating on sidewalks	\$50.00
70.16(K)	quadricycles, pedal-cab not for hire operating in park	\$50.00
70.16(K)	quadricycles, pedal-cab not for hire operating in parking lot	\$50.00
70.16(K)	quadricycles, pedal-cab not for hire	
70.16(K)1	quadricycles, pedal-cab not for hire operating without valid motor vehicle li	\$50.00
70.16(K)2	quadricycles, pedal-cab not for hire failure to equip with safety devices requ	\$50.00
70.16(K)2	quadricycles, pedal-cab not for hire unsafe structure	\$100.00
70.16(K)2	quadricycles, pedal-cab not for hire non-compliant headlights or tail lights	\$50.00
70.16(K)2	quadricycles, pedal-cab not for hire non-compliant reflectors	\$50.00
70.16(K)2	quadricycles, pedal-cab not for hire failure to display SMV triangle	\$50.00
70.16(K)2	quadricycles, pedal-cab not for hire non-compliant braking system	\$50.00
70.16(K)2	quadricycles, pedal-cab not for hire no refuse container on vehicle	\$50.00
70.16(K)2	quadricycles, pedal-cab not for hire non-compliant seating	\$50.00
70.16(K)2	quadricycles, pedal-cab not for hire non-compliant vehicle width	\$50.00
70.16(K)3	quadricycles, pedal-cab not for hire careless operation	\$50.00
70.16(K)3	quadricycles, pedal-cab not for hire operating too fast for conditions	\$50.00
70.16(K)3	quadricycles, pedal-cab not for hire permitting improper boarding, exiting	\$50.00
70.16(K)3	quadricycles, pedal-cab not for hire permitting passengers to stand while in	\$50.00
70.16(K)3	quadricycles, pedal-cab not for hire operating while passenger in possessor	\$100.00

Animal-Drawn Vehicles

8/4/2021

70.17(B)	Animal-drawn vehicles – operating without city license	\$500.00
70.17(C)	Animal-drawn vehicles –operating without insurance	\$500.00
70.17(D)1	Animal-drawn vehicles – operator under age 18	\$100.00
70.17(D)2	Animal-drawn vehicles – operator no valid motor vehicle operator’s license	\$100.00
70.17(D)3,4	Animal-drawn vehicles – operator ineligible due to specified prior convictio	\$500.00
70.17(D)5	Animal-drawn vehicles – operator ineligible due to prior suspension or revo	\$100.00
70.17(E)1	Animal-drawn vehicles – animal operating without valid health certificate	\$500.00
70.17(E)3	Animal-drawn vehicles – animal operating without required ankle cuffs	\$50.00
70.17(F)1	Animal-drawn vehicles unsafe structure	\$500.00
70.17(F)2	Animal-drawn vehicles failure to equip with safety devices required by state	\$100.00
70.17(F)3	Animal-drawn vehicles Non-compliant headlights or tail lights	\$100.00
70.17(F)4	Animal-drawn vehicles non-compliant reflectors	\$100.00
70.17(F)5	Animal-drawn vehicles Failure to display SMV triangle	\$100.00
70.17(F)6	Animal-drawn vehicles non-compliant seating	\$100.00
70.17(F)7	Animal-drawn vehicles no refuse container on vehicle	\$50.00
70.17(F)8	Animal-drawn vehicles failure to maintain rubber surface on vehicle wheels	\$100.00
70.17(F)9	Animal-drawn vehicles non-compliant vehicle width	\$100.00
70.17(F)10	Animal-drawn vehicles safety inspection violation	\$100.00
70.17(G)2	Animal-drawn vehicles careless operation	\$250.00
70.17(G)3	Animal-drawn vehicles operating too fast for conditions	\$250.00
70.17(G)4	Animal-drawn vehicles permitting improper boarding, exiting	\$100.00
70.17(G)5	Animal-drawn vehicles permitting passengers to stand while in operation	\$100.00
70.17(G)6	Animal-drawn vehicles operating while passenger in possession of open alcc	\$100.00
70.17(G)7	Animal-drawn vehicles operator not in control of animal	\$250.00
70.17(G)8	Animal-drawn vehicles operating while wearing headphones	\$100.00
70.17(H)1	Animal-drawn vehicles failure to equip animal with manure retention device	\$100.00
70.17(H)2	Animal-drawn vehicles failure to remove or treat animal waste deposited or	\$100.00
70.17(I)1	Animal-drawn vehicles operating where prohibited by posting	\$100.00
70.17(I)2	Animal-drawn vehicles operating on roads with speed limit > 30 mph	\$100.00
70.17(I)3	Animal-drawn vehicles crossing at intersection not controlled by lighted traf	\$100.00
70.17(I)4	Animal-drawn vehicles Operating on sidewalk	\$100.00
70.17(I)5	Animal-drawn vehicles operating in park	\$100.00
70.17(I)6	Animal-drawn vehicles operating in parking lot	\$100.00

70.17(K)	Animal-drawn vehicles refusing or interfering with inspection	\$500.00	
70.17(L11)	Animal-drawn vehicles failure to keep food and grain in sealed container	\$100.00	
70.17(LJ2)	Animal-drawn vehicles failure to maintain clean water for animals	\$100.00	
70.17(LJ3)	Animal-drawn vehicles improper storage of excrement	\$100.00	
70.17(LJ4)	Animal-drawn vehicles failure to maintain staging area in clean and sanitary	\$100.00	
70.17(M)	Animal-drawn vehicles not for hire operating where prohibited by posting	\$50.00	
70.17(M)	Animal-drawn vehicles not for hire operating on roads with speed limit > 30	\$50.00	
70.17(M)	Animal-drawn vehicles not for hire crossing at intersection not controlled by	\$50.00	
70.17(M)	Animal-drawn vehicles not for hire operating on sidewalk	\$50.00	
70.17(M)	Animal-drawn vehicles not for hire operating in park	\$50.00	
70.17(M)	Animal-drawn vehicles not for hire operating in parking lot	\$50.00	
70.17(M)1)	Animal-drawn vehicles not for hire operating without valid operator's licens	\$50.00	
70.17(M)3)	Animal-drawn vehicles not for hire unsafe structure	\$100.00	
70.17(M)3)	Animal-drawn vehicles not for hire failure to equip with safety devices requi	\$50.00	
70.17(M)3)	Animal-drawn vehicles not for hire non-compliant headlights or taillights	\$50.00	
70.17(M)3)	Animal-drawn vehicles not for hire non-compliant reflectors	\$50.00	
70.17(M)3)	Animal-drawn vehicles not for hire failure to display SMV triangle	\$50.00	
70.17(M)3)	Animal-drawn vehicles not for hire non-compliant seating	\$50.00	
70.17(M)3)	Animal-drawn vehicles not for hire No refuse container on vehicle	\$50.00	
70.17(M)3)	Animal-drawn vehicles not for hire failure to maintain rubber surface on vet	\$50.00	
70.17(M)3)	Animal-drawn vehicles not for hire Non-compliant vehicle width	\$50.00	
70.17(M)4)	Animal-drawn vehicles not for hire careless Operation	\$50.00	
70.17(M)4)	Animal-drawn vehicles not for hire operating too fast for conditions	\$50.00	
70.17(M)4)	Animal-drawn vehicles not for hire permitting improper boarding, exiting	\$50.00	
70.17(M)4)	Animal-drawn vehicles not for hire permitting passengers to stand while in c	\$50.00	
70.17(M)4)	Animal-drawn vehicles not for hire operating while passenger in possession	\$100.00	
70.17(M)4)	Animal-drawn vehicles not for hire operator not in control of animal	\$250.00	
70.17(M)5)	Animal-drawn vehicles not for hire failure to equip animal with manure rete	\$100.00	
70.17(M)5)	Animal-drawn vehicles not for hire failure to remove or treat animal waste c	\$100.00	
Streets, Sidewalks and Other Public Places			8/4/2021
90.17	Snow and Ice – Failure to remove, First Offense	\$50.00	
90.17	Snow and Ice – Failure to remove, Second Offense	\$150.00	
90.17	Snow and Ice – Failure to remove, Third Offense	\$500.00	
90.17	Rubbish – Failure to Remove from sidewalk, First Offense	\$50.00	
90.17	Rubbish – Failure to remove from sidewalk, Second Offense	\$50.00	
90.17	Rubbish – Failure to remove from sidewalk, Third Offense	\$100.00	
90.15, 90.16	Obstruction – Streets, sidewalks, alleys, other, First Offense	\$50.00	
90.15, 90.16	Obstruction – Streets, sidewalks, alleys, other, Second Offense	\$50.00	
90.15, 90.16	Obstruction – Streets, sidewalks, alleys, other, Third Offense	\$100.00	
Park hours			8/4/2021
91.02	Park hours – Present after hours	\$50.00	
Health and Sanitation; Nuisances			8/4/2021
92.01	Free Standing Solid Fuel Burning Appliance – Prohibited	\$100.00	
92.01	Free Standing Solid Fuel Burning Appliance - No permit	\$100.00	
92.04	Nuisance – Garbage, harborage, litter	\$100.00	
92.04	Nuisance – Prohibitive vegetation	\$100.00	
92.04	Nuisance – Other	\$100.00	
92.09	Litter – Vacated property – Failure to remove	\$100.00	
92.1	Building materials – Improper storage, placement	\$100.00	
Prohibited burning			8/4/2021
95.03(B)	Prohibited burning, first offense	\$100.00	
95.03(B)	Prohibited burning, second offense	\$300.00	
95.03(B)	Prohibited burning, third or subsequent offense	\$500.00	
95.03(C)	Prohibited burning, knowingly permit, first offense	\$100.00	
95.03(C)	Prohibited burning, knowingly permit, second offense	\$300.00	
95.03(C)	Prohibited burning, knowingly permit, third and subsequent offense	\$500.00	
95.03(D)	Prohibited use of cooking or heat generating devices, first offense	\$100.00	
95.03(D)	Prohibited use of cooking or heat generating devices, Second offense	\$300.00	
95.03(D)	Prohibited use of cooking or heat generating devices, Third and subsequent	\$500.00	
Barking dogs prohibited			8/4/2021
97.21	Dogs – Barking, yelping, howling	\$50.00	
Peddlers and solicitors			8/4/2021
112.03	Peddlers and Solicitors – Operating without license	\$200.00	
Fireworks			8/4/2021
134.30(B)	Ignition, use, discharge of homemade fireworks \$500 of \$1,000 fine to be re	\$1,000.00	
134.30(C)	Ignition, use, discharge of fireworks, prohibited days \$500 of \$1,000 fine to	\$1,000.00	
134.30(D)	Ignition, use, discharge of fireworks, prohibited locations	\$1,000.00	
134.30(E)	Ignition, use, discharge of fireworks, under the influence	\$1,000.00	
134.30(F)	Ignition, use, discharge of fireworks, smoking materials	\$500.00	

134.30(G)	Ignition, use, discharge of fireworks, minor		\$500.00	
134.30(H)	Discharge, set off, use of sky lanterns		\$500.00	
134.30(I)	Ignition, use, discharge of fireworks, livestock		\$500.00	
Vapor/alternative nicotine products				5/20/2019
136.03(G)	Vapor/Alternative nicotine products – Retail Improper storage		\$500.00	
137.04(C)3c	Possession/Cultivation Minor 18+		\$100.00	
137.04(C)3d	Possession/Cultivation Minor 18+ Second or Subsequent Offense		\$500.00	
137.04(C)4	Possession/Cultivation/Delivery without remuneration/Possession with inte		\$1,000.00	
137.04(E)4	Using/Consuming in a public place		\$100.00	
137.04(G)1	Cultivation/ Place visible to public		\$100.00	
137.04(G)2	Cultivation /Unsecured location		\$100.00	
137.04(G)3	Possession > 2.5 ounces in residence		\$100.00	
137.04(G)4	Unsecured location Possession/Consumption/Purchase/Transport Process/I		\$100.00	
137.04(G)5	Deliver without remuneration with Advertisement or promotion		\$100.00	
137.04(H)2)a	Possession/Cultivation/Deliver without remuneration/Possession with Inten		\$500.00	
137.04(H)2)b	Possession/Cultivation/Deliver without Remuneration/Possession with Inter		\$1,000.00	
137.05(H)2)	Marihuana Accessories/Minor in Possession		\$100.00	
Medical Marihuana Facilities				10/21/2019
	Grower Facility		\$5,000.00	
	Processor Facility		\$5,000.00	
	Safety Compliance Facility		\$5,000.00	
	Secure Transporter Facility		\$5,000.00	
Commercial Marihuana Establishments				10/21/2019
	Grower Establishment/ per License		\$5,000.00	
	Excess Grow Establishment/ per License		\$5,000.00	
	Processor Establishment/ per License		\$5,000.00	
	Safety Compliance Establishment I per License		\$5,000.00	
	Secure Transporter Establishment / per License		\$5,000.00	
RESIDENTIAL BUILDING PERMIT FEES				2/5/2018
Administrative Fee \$75.00/Permit (Non-Refundable)			\$75.00	Building Department
	Up to \$1,000		\$100.00	
	\$1,001 to \$10,000	\$100.00 + \$10.00 per \$1,000		
	\$10,001 to \$100,000	\$190.00 + \$3.00 per \$1,000 over \$10,000		
	\$100,001 to \$500,000	\$460.00 + \$2.00 per \$1,000 over \$100,000		
	Over \$500,001	\$1,260 + \$3.00 per \$1,000 over \$500,000		
COMMERCIAL BUILDING PERMIT FEES				2/5/2018
Administrative Fee \$75.00/Permit (Non-Refundable)			\$75.00	Building Department
	Up to \$3,000		\$200.00	
	\$3,001 to \$10,000	\$320.00 + \$10.00 per \$1,000 over \$3,000		
	\$10,001 to \$25,000	\$390.00 + \$8.00 per \$1,000 over \$10,000		
	\$25,001 to \$150,000	\$510.00 + \$6.00 per \$1,000 over \$25,000		
	\$150,001 to \$500,000	\$1,260 + \$4.00 per \$1,000 over \$150,000		
	Over \$500,001	\$2,680 + \$2.00 per \$1,000 over \$500,000		
Plan Review and Other Miscellaneous Fees				2/5/2018
Plan Review Fee (Building) Residential & Commercial				Building Department
	25% of Permit Fee (\$200 Minimum)			
Plan Review Fee (Electric, Mechanical, Plumbing) Residential & Commercial				
	\$200.00/Trade, As Required			
Trade Inspection Fee (Electric, Mechanical, Plumbing)				
	\$75.00/Inspection or Re-Inspection			
Administrative Fee for Electric, Mechanical, Plumbing Permits				
	\$75.00/Permit/Trade			
Contractor Registration				
	\$10.00/Trade, Registration Fee must be resubmitted at License Renewals			
Water and Wastewater Departments				7/1/2016
Water and Sewer Connection Permit Fee				Water Department
	75.00 per application			
Water Inspection Fee			\$40.00	
Sewer Connection Fee			\$1,500.00	
Hydrant Meter Security Deposit				
	\$500.00 per Rental			
Hydrant Commodity Charge (outside City Limits)				
	\$0.02 per Gallon			
Meter Testing:				
	5/8"-1"	\$50.00 per Meter		
	1-1/2" - 2"	\$200.00 per Meter		
	3"	\$225.00 per Meter		
	4"	\$250.00 per Meter		
	6"	\$250.00 per Meter		
Water Connection Fee			\$600.00 per REU Connection	
Fire Suppression Systems:				
	6" or smaller	\$120.00 per Year		
	8"	\$220.00 per Year		
	10"	\$340.00 per Year		
	12"	\$500.00 per Year		
Meter Installation:				

1" Service	Time and Materials		
2" Service	Time and Materials		
Meter Cost:			
1/2", 3/4" + Labor		\$220.00	
1" including Labor		\$330.00	
2" including Labor		\$650.00	
Greater than 2" , Contracted	Cost		
Sanitary Sewer			
Sewer Connection Fees	\$1,500 per REU Connection		
Geographic Information System		7/1/2016	Engineering
Providing Digital Maps (PDF's, JPEG's, Etc.)	\$10.00 per Map	\$	15.00
Plotted / Printed Maps (with or without aerial photo):			
8-1/2" X 11"	\$6.00 per Map	\$	8.00
11" x17"	\$10.00 per Map	\$	12.00
Larger Format Print/Plotted Maps (42" Maximum):			
with Aerial photo	\$22.00 per Map	\$	26.00
without Aerial photo	\$26.00 per Map	\$	30.00
Cemetery		7/1/2016	Public Works
Lot Price - Resident	\$550.00 per Lot	\$	650.00
Lot Price - Non Resident		\$	800.00
Columbarium - Resident	\$650.00 per Niche	\$	750.00
Columbarium - Non Resident		\$	900.00
Columbarium Open/Close	\$50.00 per Opening		
Columbarium Open/Close Overtime		\$	262.50
Burial Charge:			
Adult	\$400.00 per Opening	\$	700.00
Adult Overtime		\$	1,050.00
Infant (Age -2 and under)	\$200.00 per Opening	\$	200.00
Cremains	\$200.00 per Opening	\$	350.00
Cremains		\$	252.00
Overtime Charge - Burial & Columbarium (weekdays after 2pm, Saturdays, F 1.5X			
Disinterment: (Only during Normal Work Hours)			
Full Size	\$650.00 per Opening	\$	850.00
Infant/Cremation	\$350.00 per Opening	\$	350.00
Foundations	\$0.50 per Sq. Surface Inch	\$	0.60
Right of Way Permit Fees		7/1/2016	
Base Permit Application Fee (For consideration of ALL permits)	\$35.00 per Permit		
Field Inspection Fee (Sewer Taps, Sidewalk/ Drive Approach, etc)	\$50.00 per Inspection		
Road Opening Deposit (after 1 year \$500 is refunded if road repair is satisfi	\$550.00 per Opening		
Construction Parking Permit - City Lots - per Day		\$	15.00
Construction Parking Permit - City Lots - per Week		\$	75.00
Construction Parking Permit - City Lots - per Month		\$	200.00
Dumpster Permit - On Property	\$20.00		
Dumpster Permit - In City Right of Way		\$	35.00
Stormwater		7/1/2016	
Single Family Residential	\$0.00 per Project		
Developments, less than 1 Acre incl. Institutional Projects	\$150.00 per Project		
Developments, 1 Acre to 5 Acres incl. Institutional Projects	\$150.00 plus \$50/acre over 1 acre per Project		
Developments, over 5 Acres incl. Institutional Projects	\$350.00 plus \$25/Acre over 5 acres per Project		
Hourly Rate for Additional Review/Inspection Time	\$75.00 per Hour		
Field Inspection Fee		7/1/2016	
Single Family Residential	\$75.00 1 hour time		
Developments, less than 1 Acre	\$75.00 1 hour time		
Developments, 1 Acre to 5 Acres	\$150.00 2 hours time		
Developments, over 5 Acres	\$225.00 3 hours time		
Building Permits		7/1/2016	Building Department
Building Permit-Residential	\$60 per 1st \$1,000 construction cost plus \$5 for each additional \$1,000 construction cost per Application		
Plumbing, Electrical and Mechanical Admin Fee	\$40/flat per Application		
Residential Roofing	\$120.00 per Application		
Residential Siding	\$120.00 per Application		
Residential Swimming Pool (Above Ground)	\$120.00 per Application		
Fence Permits	\$45.00 per Application		\$75.00
Residential Demolition	\$140 per Building per Application		
Commercial Demolition	\$150.00 plus \$.05 per square foot Per Application		
Begin Work Without Permit	Double the permit fee, max \$2000		

Building Permit-Commercial	\$60 per 1st \$1,000 construction cost + \$6 for each additional \$1,000 construction cost per Application		
Building Permit-Plan Review	25% of Building Permit Fee per Application		
Planning and Zoning		7/1/2016	Planning and Zoning
Zoning Amendment	\$200 per Application		\$400.00
Site Plan Application	\$250 per application		\$350.00
Extending Site Plan with Planning Commission	\$150.00		
ZBA Variance (resident)	\$150 per Application		\$300.00
ZBA Variance (commercial)	\$200 per Application		\$300.00
Special Land Use Application	\$250 per application		\$400.00
Plats- Up to 30 lots	\$450 per application		\$550.00
Plats - Over 30 lots	\$650 per application		\$750.00
Site Condominium - Up to 30 lots	\$350 per application		\$450.00
Site Condominium - Over 30 lots	\$550 per application		\$650.00
Planned Unit Development	\$350 per application		\$500.00
Sign permit			
Wall Sign	\$40 per Application		75.00
Freestanding/Ground	\$50 per Application		75.00
Administrative		7/1/2016	Finance
Credit Card Service Fee	3% of amount due, \$2 minimum		
Mortgage Company Duplicate Bill Fee (per parcel)		\$2.50	
Overnight Downtown Parking Permit	\$120 per permit, prorated on monthly basis		
Security Deposit Residential Tenant w/Landlord Affidavit	\$200 per Affidavit, treasurer can increase for special circumstances		
Security Deposit Residential Tenant w/o Landlord Affidavit	\$100, Treasurer can increase or waive for special circumstances		
Security Deposit commercial/industrial Tenant	\$150, Treasurer can increase or waive for special circumstances		
Notary Fee	\$5 per document		
Compost - Resident - 10 Visit Punch Card		\$20.00	
Compost - Local Township - 10 Visit Punch Card			\$40.00
Compost - Resident - Annual Card		\$30.00	
Compost - Local Township - Annual Card			\$60.00
Temporary Business Permit	1-10 consecutive days \$50.00 Less than 30 consecutive days \$120.00 Less than 60 consecutive days \$150.00 Up to 90 consecutive days \$200.00		
Peddler Permit	1-10 consecutive days \$25.00 Less than 30 consecutive days \$60.00 Less than 60 consecutive days \$75.00 Up to 90 consecutive days \$100.00		
Mobile Food Vendors - Food Trucks	up to 3 days per week. License for calendar year		\$200.00
Airport			
T-Hanger Lease	\$125 per month	\$150 per month	
Main Hanger	\$125 per month	\$130 per month	
Fiber			
Broken Realflex	\$15 1st time, \$50 each additional		
Custom Requests	Time/Materials		
Underground Service	\$1 per foot		
Unreturned/Damaged Equipment	Replacement Cost		
Recreation			
Cronin Mill Race Pavilion- Resident 1/2 Day/Full Day		\$50/\$80	
Cronin Mill Race Pavilion- Non-Resident 1/2 Day/Full Day		\$80/\$130	
Stuarts Landing Bandshell- Resident 1/2 Day/Full Day		\$50/\$80	
Stuarts Landing Bandshell Non-Resident 1/2 Day/Full Day		\$80/\$130	
Field Rental (Athletic Fields Complex)- Per Hour/Per Game/Per Day		\$15/\$50/\$150	
Tobacco		8/19/2019	
136.03(B)	Furnishing Tobacco product to Minor		Misdemeanor \$100 1st , \$200 2nd
136.03(c)	Verifying ID prior to Tobacco Sale		Misdemeanor \$100 1st , \$200 2nd

136.03(E)	Sale of Cigarettes Separate from Package, Non-Tobacco shop	Misdemeanor up to \$500	
136.03(F)	Liquid Nicotine without child-resistant standards	Misdemeanor \$50	
136.03(G)	Vapor and Alternate Nicotine Products in locked case	MCI upto \$500	
136.03(H)	Minor Tobacco Purchase, Possess, Use, Provide False proof of age	1st Offense Misdemeanor \$50 & up to 16 hrs court ordered community service.	
	Minor Tobacco Purchase, Possess, Use, Provide False proof of age	2nd Offense Misdemeanor, \$50 fine up to 32 hours of community service	
	Minor Tobacco Purchase, Possess, Use, Provide False proof of age	3rd Offense Misdemeanor. \$50 fine and up to 48 hours of community service.	
136.03(J)	Minor Vapor Alternative Tobacco Purchase, Possess, Use, False proof of age	Misdemeanor \$50 & court ordered community service.	
	Parking	7days, over 7days, 30 days	1/4/2016
70.008	Loading Zone	\$5, \$7, \$20	
	15 Feet of firehydrant	\$10, \$12, \$20	
	Parked in alley	\$5, \$7, \$20	
	Over one foot from the curb	\$5, \$7, \$20	
	General sign violations	\$10, \$12, \$20	
	Parking against traffic	\$10, \$12, \$20	
	No parking here to corner	\$10, \$12, \$20	
	No parking anytime	\$10, \$12, \$20	
	No parking between drives	\$10, \$12, \$20	
	No parking 2:00 a.m. to 6:00 a.m.	\$10, \$12, \$20	
	No stopping or standing	\$10, \$12, \$20	
	No Parking between signs	\$10, \$12, \$20	
	Bus Stop	\$10, \$12, \$20	
	Taxi Zone	\$10, \$12, \$20	
	Double Park	\$10, \$12, \$20	
	Parked on sidewalk	\$10, \$12, \$20	
	Parked on crosswalk	\$10, \$12, \$20	
	Blocking drive	\$10, \$12, \$20	
	Obstructing Traffic	\$10, \$12, \$20	
	Not parked within space	\$5, \$7, \$20	
	Angle parking violations	\$5, \$7, \$20	
	Parking within intersections	\$10, \$12, \$20	
	Blocking emergency exit	\$10, \$12, \$20	
	Blocking Fire escape	\$10, \$12, \$20	
	Taking two spaces	\$10, \$12, \$20	
	Beside street excavation when traffic obstructed	\$10, \$12, \$20	
	Within 25 feet of corner lot lines	\$10, \$12, \$20	
	Within 50 feet of railroad crossing	\$10, \$12, \$20	
	Within 20 feet of fire station entrance	\$10, \$12, \$20	
	Within 75 feet of fire station entrance on opposite side of the street	\$10, \$12, \$20	
	Within 20 feet of a crosswalk	\$10, \$12, \$20	
	Within 15 feet of an intersection	\$10, \$12, \$20	
	Alternate side of street parking	\$10, \$12, \$20	
	City vehicle only	\$10, \$12, \$20	
	No parking, except Sunday	\$10, \$12, \$20	
	Front yard parking	\$10, \$12, \$20	
	Other, as described	\$10, \$12, \$20	
	Handicapped vehicle only	\$50, \$52, \$100	
	Hotel and center vehicles only	\$10, \$12, \$20	
	Overnight parking with out a valid permit	\$25, \$30, \$50	
	Expired meter (paid in 48 hours or less)	after 30 days \$1	
	Expired meter (paid in 48 hours to 17 days)	after 30 days \$5	
	Expired meter (paid in 48 hours to 17 days up to and until 30 days)	after 30 days \$20	
	Expired meter (paid after 30 days)	after 30 days \$11	
	Vehicle standing or parking on city street during declared snow or ice emerg	\$25, \$30, \$50	
	Minor Alcohol		2/18/2020
136.01(B)(1)	Minor Attempt to purchase, consume, possess	1 st Offense MCI \$100, Court may order assessment, services, probation.	
136.01(B)(2)	Minor Attempt to purchase, consume, possess	2nd Offense Misdemeanor, \$200 fine and/or 30 days in jail. order assessment, services, probation.	
136.01(B)(3)	Minor Attempt to purchase, consume, possess	2 or more Offenses. Misdemeanor \$500 fine and/or 60 days, order assessment, services, probation.	
136.01 (C)	Furnishing a False ID to purchase alcohol	Misdemeanor, 90 days and/or \$100	
	Minor Curfew		4/6/1998
136.02(A)	Curfew Violation 10 pm to 6 am Under 12 years old	MCI Class A \$10, \$20, \$40	
136.02(B)	Curfew Violation 11 pm to 6am Over 12 years old	MCI Class A \$10, \$20, \$40	

Fire Safety Inspections		Fire Department
Low Hazard Storage Units (1.5 hours)☒		\$185.00
Medical, Dental and small Offices (1.5 hours)☒		\$185.00
Mercantile (1.5 hours)		\$185.00
Assembly (1.5 hours)☒		\$185.00
Auto Sales and Maintenance Facilities (3 hours)		\$375.00
Large Business Offices (4 hours)		\$500.00
Multi Family Residents (4 hours)		\$500.00
Hotels (4 hours)		\$500.00
Industrial Facilities (5 hours)		\$625.00
Hospitals (if needed) (6 hours)☒		\$750.00
Schools (if needed) (6 hours)☒		\$750.00
No Show For Inspection		\$250.00
Response Fees		Fire Department
Hazardous Materials Response & Specialized Rescue	\$125.00 per hour fire apparatus	
	\$110.00 per hour for full time staff	
	\$20.00 per hour for staff vehicle response	
	\$30.00 per hour per paid-on-call staff	
	\$150.00 per hour for Chief Officer or other City Director Team Member response	
	\$100.00 per hour for other required city vehicle responses	
	\$100.00 per hour for other city personnel required to respond	



ITEM 12 H

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Tracy Hall, Human Resources Manager

DATE: June 6, 2022

SUBJECT: DPW Union Agreement
Teamsters Local 214

Following a negotiation session on May 9, 2022, the City of Marshall and Teamsters Local 214, DPW Division came to a tentative agreement for a 3-year contract. On June 1, 2022 the Union gave notice that they had ratified the agreement. Attached is a summary of the changes to the current contract.

BUDGET IMPACT: The costs associated with implementation of the contract provisions.

RECOMMENDATION: We respectfully request that City Council approve the changes to the Union Agreement as presented.

Tentative Agreement Summary

**City of Marshall
and
Teamsters Local 214 – DPW**

1. Two (2) times an employee's regular straight time hourly rate shall be paid for all hours worked over sixteen (16) consecutive hours without a four (4) hour break.
2. Employees will be paid an hourly rate for time they are requested to be on standby.
3. The City will pay double time for mutual aid.
4. Employees will be compensated for meals when they are required to work overtime 2 hours prior to shift, 4 hours beyond shift, or on an unscheduled day.
5. Wages
 - Year one: \$2/hour increase
 - Year two: 3% increase
 - Year three: 3% increase
6. A new starting pay was added for those new hires that do not have the required CDL lincese. Also added payback language for employees that leave employee after receiving a CDL.
7. Senoirity will be terminated after 18-months of work comp leave.
8. Life insurance is available to new hires the first of the month following hire date rather than at the end of 1-year probation.
9. Added language to allow for employee recognition activities or events.



ITEM 12 I

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Tracy Hall, Human Resources Manager

DATE: June 6, 2022

SUBJECT: Fire Union Agreement
Local 1929 International Association of Firefighters,
AFL-CIO, CLC

On May 18, 20122 the City of Marshall and the International Association of Firefighters, AFL-CIO, CLC and its Local 1929 came to a tentative agreement for a 3-year contract. On June 1, 2022 the Union gave notice that they had ratified the agreement. Attached is a summary of the changes to the current contract.

BUDGET IMPACT: The costs associated with implementation of the contract provisions.

RECOMMENDATION: We respectfully request that City Council approve the changes to the Union Agreement as presented.

Tentative Agreement Summary

**City of Marshall
and
Local 1929, International Association of Firefighters**

1. The boot allowance may also be used to purchase other equipment with the approval of the Fire Chief.
2. Instead of a Holiday allowance, members will be allowed 12 floating holidays. They will receive 8-hour straight time pay for any unused holidays.
3. Wages:

July 1, 2022	\$2/hour increase
July 1, 2023	3% increase
July 1, 2024	3% increase
4. Language was added to convert wages and leave time should an employee be assigned to a 40-hour work week.
5. Bereavement Leave was updated to include the use of sick leave.
6. Parental Leave was added to the contract. *"Employees shall be allowed to use accumulated sick time for the birth and care of their newborn child or for the placement of an adopted or foster care child."*
7. Comp time may be used in smaller than 12-hour segments, but not less than 2 hours.
8. Seniority will be terminated after 18-months of work comp leave.
9. Life insurance is available to new hires the first of the month following hire date rather than at the end of 1-year probation.
10. Remove Appendix D, Arson K9 Handler.
11. Update "Director of Public Safety" throughout the contract.
12. Add language to allow for employee recognition activities or events.



TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Tracy Hall, Human Resources Manager

DATE: June 6, 2022

SUBJECT: **ANNUAL COMPENSATION OF ADMINISTRATIVE OFFICIALS,
DEPARTMENT HEADS, AND SALARIED PERSONNEL**

As required by the Marshall City Charter, Section 2.27, below is a listing by job title of the recommended wages (3% increase) for the administrative officials, department heads and salaried personnel for fiscal year 2023.

Transit Operations Manager	\$47,132.800
HR Manager	\$53,410.032
Clerk / Planning & Zoning Admin	\$55,192.509
Marshall House Administrator	\$56,000.194
Recreation Administrator	\$59,715.115
Deputy Treasurer / Finance Assistant*	\$50,000 - \$60,000
FiberNet Manager	\$64,348.000
DPW Superintendent	\$65,673.130
Wastewater Superintendent	\$68,100.469
Water Superintendent	\$68,766.755
Director of Finance	\$77,250.000
Deputy Police Chief	\$79,037.050
Fire Chief	\$80,076.485
Police Chief	\$84,839.040
Director of Public Services	\$89,815.835
Director of Community Services	\$92,700.000
Electric Superintendent*	\$113,300.000
Director of Electric Utilities	\$133,900.000

*Vacant

BUDGET IMPACT: The recommended wages are funded in the approved FY2023 budget.

RECOMMENDATION: Please set the fiscal year 2023 wages for the administrative officials, department heads and salaried personnel as required by the Marshall City Charter.



ITEM 12 K

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
Marguerite Davenport, Director of Public Services

DATE: June 6, 2022

SUBJECT: RAP Grant

In April, the Michigan Economic Development Corporation (MEDC) released an application for a new grant program, Revitalization and Placemaking (RAP) program, which would assist in the revitalization of public spaces or development of housing in downtowns or traditional commercial corridors. City staff have been working through the process of identifying which projects could be eligible and feasible to develop through the guidelines set forth in the application. While our initial priority was to find a housing project that would fit the program, we were unsuccessful in finding a project that was feasible.

This turned our attention to the placemaking component of the program. The activation zone project has already been approved by the DDA and Council, but has not moved forward due to the lack of funding. With the lack of a housing project, we feel that applying for funding for the activation zone project will be our most competitive application.

The budget for the project is as follows:

Activity	Budget
Street Improvements	\$444,000
Parking Lots and Social Area	\$365,000
Dumpster Enclosures (2)	\$48,000
Aerial to Underground Infrastructure	\$100,000
Public Art	\$50,000
Contingency (20%)	\$161,800
Project Subtotal	\$1,168,800
Design and Construction Engineering	\$100,000
Future Maintenance Fund	\$40,000
Total Budget	\$1,308,800

BUDGET IMPACT: The current project budget of \$1,308,800 would lead to a grant

Source	Amount
Cronin Foundation	\$100,000
Street Millage	\$70,000
RAP Grant	\$654,400
DDA Funds	\$484,400
Total	\$1,308,800

application of \$654,400 (50% of costs). The streets millage would provide \$70,000 for the Green Street portion, the Cronin Foundation \$100,000, and DDA has agreed to provide the rest of the project. To allow this project to move forward, the City would need to provide the DDA portion at the time of construction and agree to the \$50,000 per year pay back from the DDA.

RECOMMENDATION: Staff recommend that council authorize the submission of an application for the Revitalization and Placemaking grant from the MEDC. A letter of support from the Mayor and Council should be included with the application.

Motion to approve the submission of a RAP grant application in the amount of \$654,400, provide the necessary match for the grant., and to allow the DDA to pay the City back at \$50,000 per year..